



MANGALORE REFINERY & PETROCHEMICALS LTD.

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

Regd. Office: Kuthethoor P.O., Via: Katipalla, Mangalore-575030 (India)

Phone: 0091-824-2270400 Fax: 0091-824-2271239

Tender No.: 3200000857

Date: 25.04.2024

E-OPEN TENDER

**FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

Tender Download Start Date	25.04.2024
Tender Download End Date & Time	04.05.2024: 15.00 Hrs
Pre-bid Meeting	NA
Bid Closing date & Time	04.05.2024: 15.00 Hrs
Unpriced Bid Opening date & Time	04.05.2024; 15.30 Hrs

In view of recent Govt. notification and changes on MSME classification, all MSE's bidders are requested to register again on Udyam Registration portal (earlier known as UAM) as the existing registration is valid only upto 30.06.2022.

MRPL has discontinued publication of Tender Advertisements through newspapers or any other print media.

The complete Tender/Bidding document is available for view/download on MRPL website <http://www.mrpl.co.in>, <https://www.tenderwizard.com/MRPL> as well as on <https://eprocure.gov.in/epublish/app>.

Further replies to pre-bid queries, all updates, Corrigendum, Addendum, Amendments, Extension in last date of submission of bid, Clarifications etc.,(if any) to the Tender/Bidding document will be hosted on above indicated websites only.

Bidders should regularly visit above indicated website to keep themselves updated.

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NOTICE INVITING TENDER (NIT)

1. INTRODUCTION

Mangalore Refinery and Petrochemicals Ltd (MRPL), herein after referred as “OWNER’ a Government of India schedule ‘A’ CPSE and a subsidiary of Oil and Natural Gas Corporation Limited (ONGC) is a State of Art Grassroots Petroleum Refinery located in a beautiful hilly terrain, north of Mangalore city, in Dakshina Kannada region, Karnataka State. The Refinery is operating a 15MMTPA fuels Refinery at Mangalore and has got a versatile design with high flexibility to process Crudes of various API and with high degree of Automation. The Refinery complex is integrated to Aromatic Complex and designed to produce 900,000 TPA of Paraxylene.

MRPL has high standards in refining and environment protection matched by its commitments to society. MRPL has also developed a Green Belt around the entire Refinery with plant species specially selected to blend with the local flora.

MRPL is constructing a Marketing Terminal at Devangonhi, Bangalore to cater to requirements of Petroleum products for expanding Industrial & Retail business primarily in the state of Karnataka & Kerala. The Terminal would receive finished petroleum products (MS, HSD & ATF) through the existing PMHBL pipeline from MRPL. The supplies of Petroleum products to the retail outlets/customer/aviation stations would be met through road tankers. Construction activities are in final stage of completion.

2. GENERAL

MRPL invites sealed bids for “MISCELLANEOUS CIVIL AND STRUCTURAL WORKS” AT MRPL Marketing Terminal, Devangonhi, Bangalore under E-bids in single stage two bid system through E-tendering for subject works, from competent Contractors with sound technical and financial capabilities fulfilling Qualification Criteria stated in BQC, in line with project description and technical details provided in various section of Technical bid package.

3. BRIEF SCOPE OF WORK

The TENDER is Contract to carry out Miscellaneous Civil and Structural Works at MRPL Marketing Terminal, Devangonhi, Bangalore as per Technical specification documents attached, under E-bids in single stage two bid system through E-tendering for subject works, from competent contractors with sound technical and financial capabilities fulfilling Qualification

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Criteria stated in BQC. In line with project description and technical details provided in various section of Technical bid package.

Bidder to consider the following aspects while submitting his bid for this tender -

- a. About 30% of the work envisaged in the tender have to be executed manually as no machinery access is available.
- b. Very limited local manpower are available for executing similar works as tendered. Hence Bidder has to arrange manpower as required for executing the job from external/outside sources.
- c. Bidder is advised to visit the site and familiarise himself w.r.t the site conditions and the job tendered as well as the limited manpower and resources available at project site before submitting his bid.
- d. The Contractor has to immediately mobilise at site within 3 days on receipt of LOA/PO with his manpower and machinery to start the jobs.

4. SALIENT FEATURES OF THE BIDDING DOCUMENT:

SL. No.	Description	Details
1	Tender Number	3200000857
2	Brief Description of the Tender	TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA
3	Tender Type	E-Open Tender
4	Bid Type	Two Bid
5	Mode	Electronic Procurement System (EPS)
6	Tender Document download start date	25.04.2024
7	Pre-bid Conference Venue/Video conference	NA
8	Bid Closing date/Time	04.05.2024 @ 15.00 Hrs(IST)
9	Date / Time of Technical Bid Opening	04.05.2024 @ 15.30 Hrs (IST)

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10	EMD	APPLICABLE: Rs. 2,71,040/- (Indian Rupees Two Lakh Seventy One Thousand Forty only) EMD (NEFT (internet banking) or EMD (BG or DD) drawn in favour of MRPL Mangaluru, to be sent directly to Projects Department, MRPL, Kuthethoor PO, Via Katipalla, Mangaluru. Please super-scribe on envelope “EMD for Tender No 3200000857 dated 25.04.2024”
11	Duration of Contract / Contract Period	Contract Period shall be Three months from the date of placing the LOA/PO.
12	Purchase Preference for Micro & Small Enterprises(MSE)	Not Applicable
13	Purchase Preference linked with Local content (PP-LC)	Applicable
14	Item(s) Splittable	No
15	Relaxation in PQC (Financial Turnover & Past Experience) for Start-up Companies	Not Applicable
16	Relaxation in PQC (Financial Turnover & Past Experience) for MSE	Applicable
17	Offer Validity	60 days from Final Bid closing Date
18	Price Reduction Clause	Applicable. Refer Clause No.71 of SCC
19	Securitydeposit/ PerformanceBank Guarantee	Applicable @ 10% of the Order value
20	Defect Liability	Applicable.
21	Integrity pact	Applicable
22 A	Contact details – Technical Queries	Mr. Suman Lohar or Mr Alok M D Email Id: suman_lohar@mrpl.co.in / alokmd@mrpl.co.in Cell No: 9019805647 / 7849001605
B	Commercial Queries	Section Incharge: Mr. Krishnaraj Bhandary M. Email : krishnaraj@mrpl.co.in Ph. No. : 0824-288-2040 Dealing Officer: Mr. Shailendra Singh E-mail: shailendra_singh@mrpl.co.in Ph. No: 0824-288-2051
23	Contact person for Queries related to E-tendering	Mr. Dilip Ranganath, Email: eps@mrpl.co.in <u>Phone No.</u> 0824-288-2248 (Dealing officer / Section In-charge mentioned above may also be contacted).
24	Alternate Contact details for E-Tendering	Mr. Mohan Kumar / Mr. Prabhuswamy, mohan@antaressystems.com / prabhuswamy@antaressystems.com



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		Phone No. 080 – 49352000
25	Address to submit the tender document (in case of other relevant documents)	Projects Department, Netravathi Building Mangalore Refinery and Petrochemicals Ltd, Mangalore -575030, Karnataka, India (Please mention tender number on the envelop)

If dates identified as (*) above happen to be a declared holiday/closed day in MRPL Mangaluru, then activity shall be conducted on next working day at 1530 Hrs (IST). The complete Bidding Document is available on MRPL website: www.mrpl.co.in and Govt. Website: <http://eprocure.gov.in/eprocure/app> Bidders can view / download the document from any one of the websites mentioned above.

Important information to be noted by the bidders:

- Bidders are requested to visit <https://www.tenderwizard.com/MRPL>, <http://www.mrpl.co.in> regularly to keep themselves updated. Any Revision, clarification, addendum, corrigendum, for replies to queries raised during pre-bid meeting Time / Due date extension etc., (if any), to this TENDER would appear on the above websites only and & will not be published on any other Media /Press.
- In case of E-Tenders, the Technical & Price Bid Formats should be downloaded, filled & uploaded in the EPS portal (<https://www.tenderwizard.com/MRPL>)

Contact Details & Address for Site visit	
Contact Details	Site Address
Mr SUMAN LOHAR Email: Suman_lohar@mrpl.co.in Cell no: 9019805647 or Mr ALOK M D Email: alokmd@mrpl.co.in Cell no: 7849001605	MRPL Marketing Terminal Project, Devangonithi Village Doddadasarahalli, Jadigenhalli Hobli Hoskote Taluk, Bangalore Rural District, Karnataka 562114

5.0 Bidder Qualification Criteria (BQC):

5.1 Experience criteria:

5.1.1 The bidder shall have experience of having carried out and completed similar work(s)* during the last 07 years ending last day of the month previous to the one in which this tender is invited, for which experience should be either of the following:

- a) Three similar completed works each costing not less than **INR 65.05 Lakhs**
OR
- b) Two similar completed works each costing not less than **INR 81.31 Lakhs**
OR
- c) One similar completed work costing not less than **INR 130.10 Lakhs**

Notes:

1. *SimilarWork(s) is defined as **Civil / Structural works in any Industry**
2. The contract values as indicated at Clause 5.1 above should be exclusive of service tax / GST. In view of this, it has to be ensured that the value of job indicated by the prospective bidders is exclusive of service tax / GST. However, in case the value of completed job indicated in the completion certificates submitted by bidders do not have clarity with regard to inclusion / exclusion of service tax / GST, the following shall apply:
 - a) The completion certificate submitted by the bidder shall separately indicate the servicetax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax amount, if any, included in the value of completed job under consideration should besubmitted by the bidder.
 - b) In case Service tax / GSTamount /component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable servicetax /GSTfor the year of completion of subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of completed job with out service tax /GST.
3. **Relaxation to MSE/ Start-up bidder:**
 - a) **MSE:** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises (to the extent of 15%) as per GOI guidelines subject to meeting of quality and technical specifications.
(For example, if PQC value applicable to other than MSE bidders is Rs. 100/-, the same shall be Rs. 85/- for MSE bidders).
 - b) **Start Up:** Relaxation in Prior Turnover and Prior Experience Criteria for Start-up is not applicable.

5.1.2 Bidders, who have been issued and executed orders/ executing orders or Bidders who are approved as Sub-contractor to a Main Contractor on whom MRPL has placed order and executed works/ executing works presently for similar works in MRPL during the last 3 years shall provide Satisfactory Performance Certificate from MRPL, else a declaration shall be given by the bidder that they have not executed/ executing such work orders in MRPL in the said period.

5.1.3 **For experience based on Composite Works:** In case Bidder has executed composite work(s) contract which includes qualifying similar work(s) as stated in Clause 5.1.1 above, then value of such qualifying similar work(s) out of the total value of composite work(s) shall be considered for the purpose of qualification. For composite works, in the event the value of the qualifying similar work(s) cannot be ascertained from the work order / completion certificate submitted by bidder, copy of Schedule of Rates (SOR), relevant pages of contracts, copy of relevant pages of final bill certified by OWNER for establishing requirement of BQC or written letter from OWNER specifying the nature of work with quantities and values can be submitted for qualification.

5.1.4 A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory auditor of the Bidder or consolidated statement issued 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 above 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. CA shall not be an employee/ Director and not having any interest in the Bidder’s company/Firm. Such bidders shall submit these documents in addition to the documents specified in the bidding documents to meet BQC.

5.1.5 A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the experience criteria of BQC (Commercial criteria) subject to submission of following documents in support of meeting the “Bidder Qualification Criteria”:

5.1.5.1 Copy of Work order along with schedule of rates issued by main contractor.

5.1.5.2 Copies of completion certificates from the End User / Owner / EIC and also from the Main Contractor. The completion certificates shall have details like work order no. / date, brief scope of work, ordered & executed value of the job, completion date etc.

5.1.5.3 However, in case bidder is not able to furnish the completion certificates from the End User / Owner / EIC in his name, then he shall furnish a copy of the approval by End User / Owner / EIC for engaging the bidder as a Sub-Contractor.

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

5.2 Financial Criteria:

5.2.1 Average Annual Financial Turnover of the bidder, during the last three years ending March 31st of previous financial years shall be at least **INR 48.79 Lakh**.

Note A: For any Bidder, as per their company policy if the financial year ending is other than 31st March, then in that case the financial year as followed in their company shall be applicable. In case the last financial year closing date is within 9 months of 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.

5.2.2 Net worth of the bidder as per immediate preceding year's audited financial results shall be positive.

5.3 Working Capital:

5.3.1 The minimum working capital of the bidder as per the immediate preceding year's audited financial results shall be **INR 16.26 Lakh**.

Note B: Same as Para 5.2.1 Note A

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 from any scheduled bank in India or a commercial bank having net worth more than equivalent INR 100 crore. In such a case, bidder shall furnish a declaration from the bank (dated any date between the tender floatation and bid due date) for availability of unutilized fund based line of credit for the shortfall in working capital as mentioned above, **in the format enclosed as Annexure 1 to NIT.**

5.4 GENERAL

5.4.1 Bidder to evidence the meeting of financial criteria shall furnish the complete audited annual reports including auditor's reports, balance sheets, profit & loss accounts statement and all other schedules for the preceding three financial years

5.4.2 In case a bidder (a Parent Company) is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing

the financial criteria subject to statutory auditor of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.

- 5.4.3 Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared & audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of bidder is not prepared and audited.

5.5 DOCUMENTS AND DATA REQUIRED WITH BID

- 5.5.1 The bidder shall, in his own interest, furnish complete documentary evidence to justify that the bidder meets the Qualification criteria as given above.
- 5.5.2 Bidder shall complete and submit the Experience Record Proforma provided under the Proposal Forms of the Bidding Document (Along with supporting documents mentioned) to establish that the bidder meets the Bidder Qualification Criteria as per Clause No. 5.1 & 5.2 of this document.
- 5.5.3 Bidder shall furnish documentary proof of fulfilling the “Bidder Qualification Criteria” as mentioned in Clause Nos. 5.1 & 5.2 above. The documentation shall include but not limited to copies of work order(s) / contract agreements(s) / relevant pages of contract document(s), completion certificate(s), fulfilling the qualification criteria, complete annual reports containing audited balance sheets and profit & loss accounts statement etc. MRPL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
- 5.5.4 All supporting documents, pertaining to “Bidder Qualification Criteria (Commercial & Financial)” including MSE certificate shall be submitted duly authenticated as follows: Documents shall be submitted duly certified by Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee / Director and not having any interest in the bidder’s company) where audited accounts are not mandatory as per law.

OR

Bidder shall submit documents duly notarized by any notary public / Apostille in the bidder’s country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy / High Commission in Bidder’s country.

OR

Bidder shall submit self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited company only) along with Self-Certification enclosed as in the format enclosed as Annexure 2 to NIT. This option shall not be applicable to Proprietorship / Partnership firms.

5.5.5 In case Indian bidder's submitting "Bidder Qualification Criteria (Commercial & Financial)" documents of Foreign Company same shall be certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy / High Commission in that country.

5.5.6 Bidders shall be required to upload the digitally signed authenticated copies of documents for meeting BQC on the e-tendering portal only. Bidders need not be required to submit the original authenticated documents in physical form to MRPL. In addition, bidder shall also confirm that all authenticated documents submitted for meeting the BQC are certified as per the authentication requirement defined in the bidding document.

5.5.7 Wherever the bidder has not submitted the authenticated documents through e-tendering as per the requirement of bidding document, bidder shall submit the original authenticated document in a separate booklet titled as "Documentation against Bidder Qualification Criteria (Commercial & Financial)" with proper index in original within the bid due date.

5.5.8 It is clarified that if authenticated documents are either not submitted through e-tendering or not submitted in original, in physical form, offer shall not be considered.

5.5.9 With regards to financial documents, in case Bidder submits bound published and audited annual financial statements including balance sheet, profit & loss accounts and all other schedules for the preceding three financial years, the same shall be considered without certification of Statutory Auditor / Notarization of Notary Public as per clause above.

However, in case the bidder submits either a photo copy of published statement or a translated copy of the published financial statements, the same shall be certified either by statutory auditor or Notary Public, in original as per Clause 5.5.4 above.

5.5.10 Any additional documents if deemed necessary to establish the qualifying requirements may be submitted by the Bidder as required.

5.5.11 Submission of authentic documents is the prime responsibility of the Bidder. However, MRPL reserves the right of getting the document cross verified, at their discretion from the document issuing authority. In addition, MRPL may verify the credentials of the successful Bidder before award as per their prevailing guidelines.

It shall be responsibility of bidder to provide complete assistance to MRPL for carrying out the verification exercise. Accordingly, bidder shall ensure that they submit those executed and completed Work (s)/ Contract(s) meeting the BQC for which they can arrange such verification from their respective Clients.

5.5.12 MRPL reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and / or in-house data, survey or otherwise.

5.5.13 Failure to meet the above Qualifying Criteria at 5.1 & 5.2 above will render the bid to be summarily rejected.

- 5.5.14 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. However, MRPL reserves the right to seek any additional supporting documents for meeting the BQC for only those past experiences (PTR) submitted 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.
- 5.5.15 The bidder should not be under a black-list / holiday list of MRPL or Ministry of Petroleum and Natural Gas (MoPNG) or should not have been bebarred by orders issued by DoE during the period. Bidder shall give a self-declaration to this effect.

6.0 BID REJECTION CRITERIA:

- 6.1 Bid received after the due date and time of bid submission shall be summarily rejected.
- 6.2 Offers received after the due date / time shall be rejected.
- 6.3 Bids without EMD: Bids received without/ with insufficient EMD (in original with the Technical bid), before the bid closing date & time shall be summarily rejected. However, Govt. Dept. / PSUs/ firms registered with NSIC/ MSE (**Micro & Small Enterprise**), vendors registered with District Industries Center (DIC), Start ups are exempted from submission of EMD. Such bidders shall submit relevant documentary proof towards exemption along with technical bid of the tender”
- 6.4 Offer sent without having the prescribed bidding document of MRPL, non-adherence to technical / commercial terms & conditions, Unpriced bid and Price bid not in the prescribed format, incomplete bids and bids with deviations to the tendered scope of work shall be liable for rejection
- 6.5 Non- compliance to any of BQC/BEC will be liable for rejection.
- 6.6 Non adherence to technical / commercial terms and incomplete bids and bids indeviation to tender conditions will be liable for rejection
- 6.7 Bidder’s failure to enter into Integrity Pact as applicable for the Tender along with the bid duly signed shall be liable for rejection.
- 6.8 If technical bid & price bid are submitted together.
- 6.9 Bids found to have been submitted with falsified / incorrect information.
- 6.10 If “The bidders who are on Holiday / Negative list of OWNER on due date of submission of bid/ 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.”
- 6.11 Consortium / Joint bids shall not be accepted.
- 6.12 Offers not meeting statutory requirement are liable for rejection.
- 6.13 Bidder to quote for all items enlisted in the SOR (Prefilled), otherwise bid shall be rejected.

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7.0 Bid Evaluation Criteria (BEC)

- 7.1 The bidder should accept in Toto the Technical specification and scope of work in the Tender with no deviations as per clauses of the tender document.
- 7.2 Techno Commercially accepted bids will be evaluated on overall L1 basis. i.e., lowest % on the SOR rates for all the items.
- 7.3 The work order will be split between two successful bidders in the ratio 60% and 40% with 60% awarded to L1.
- 7.4 Counter offer/s would be offered to all other bidders, i.e., L2, L3 and so on for acceptance of L1 rate by giving minimum of 2 working days. Bidders who have accepted and confirmed the counter offer within the specified time limit will be ranked in the order of original ranking and will be considered for award of order to the first bidder in the order their ranking.
- 7.5 If any of the bidders do not confirm within the specified time limit, it will be construed that the bidder has not accepted the counter offer.
- 7.6 MRPL has the discretion to negotiate with L1 bidder, if rates offered by L1 bidder are not acceptable to MRPL. In such cases, negotiated/counter offer will be construed as L1 and such negotiated L1 will be offered to other qualified bidders also.
- 7.7 In case of a tie in same rate being quoted by more than one party, then the bidder with higher turnover (3 years Average Annual turnover total as per SI No 5.2.1 above) will be considered as lowest ranking tenderer. Purchase preference for MSE's Bidders is not applicable as per Public Procurement Policy for MSEs since this tender is under works contract.
- 7.8 In case, if the number of successful bidders are less than the MRPL requirement of Two successful bidders, MRPL reserves the right to re-distribute the left over balance work available to the successful L1 bidder, provided the bidder meet the PQC for the revised work order value.

For 100% jobs BQC as follows:

a	Average Annual Financial Turnover during the last 3 years ending 31 st March of the previous financial year should be at least	Rs 81.31 Lakh
a	Three similar completed works, each costing not less than	Rs 108.42 Lakh OR
b	Two similar completed works, each costing not less than	Rs 135.52 Lakh OR
c	One similar completed works, costing not less than	Rs 216.83 Lakh
a	Working Capital	Rs 27.10 Lakh



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Annexure-1 to NIT

(To be printed on Letter Head of bank)

DECLARATION FROM THE BANK FOR AVAILABILITY OF UNUTILIZED LINE OF CREDIT

Ref: _____

Date: _____

We _____, a Bank firm having our registered office address _____ confirm that the Company, M/s _____, having its registered office at _____ is having account with our bank.

Presently, the credit limits of the company are as follows:

Fund Based Line of Credit (towards Working Capital like CC Limit)	Amount in (Currency-_____)
Sanctioned Line of Credit	
Utilized Line of Credit	
Balance Line of Credit	

[Bank to specify as applicable]

We declare that we are scheduled bank in India; OR

We declare that we are a commercial bank having Net worth more than equivalent INR 1000 Million as per latest audited financial statements.

Yours Faithfully,

Signature :

Name & Designation :

E-mail ID :

Fax number :



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Annexue-2 to NIT

SELF-CERTIFICATION

I, _____ S/o/D/o of _____, working as
CEO/CFO/Company Secretary (indicate, as applicable) of the Company

_____ 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 exact copy of its
original.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted has
been made having 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 and (ii)
provisions of bidding conditions which entitle the Owner to initiate action in the event of such
declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be
submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy
of its original and shall not be false/forged or fabricated.

DECLARATION

I, _____ S/o/D/o of _____, working as
CEO/CFO/Company Secretary (indicate, as applicable) of the Company

_____ having its registered office at
_____ with reference to our bid
_____ against your Enquiry document

_____, declare 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 Owner has every right to take action against me and my company, as deemed fit as per provisions of
the bidding documents including Owner's right to put our company on Holiday/Blacklist for future
business with Owner.

Specimen Signature of authorized representative

Signature

Name & Designation (CEO or CFO or Company Secretary)



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS
AT
MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

TENDER NO. 3200000857

INSTRUCTION TO BIDDER(S) (ITB)

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INSTRUCTION TO BIDDER(S) (ITB)

1.0 GENERAL:

- 1.1 Mangalore Refinery and Petrochemicals Limited (MRPL), a subsidiary of Oil and Natural Gas Corporation Limited, is operating a 15MMTPA fuels refinery at Mangalore. The Refinery complex is integrated to Aromatic Complex and designed to produce 900,000 TPA of Paraxylene.
- 1.2 MRPL is constructing a Marketing Terminal at Devangonathi, Bangalore to cater to requirements of Petroleum products for expanding Industrial & Retail business primarily in the state of Karnataka & Kerala. The Terminal would receive finished petroleum products (MS, HSD & ATF) through the existing PMHBL pipeline from MRPL. The supplies of Petroleum products to the retail outlets/customer/aviation stations would be met through road tankers. Construction activities are in final stage of completion.
- 1.3 The bidder is advised to read these instructions carefully and to ensure that his response complies fully with the requirements of the tender. Failure to provide the information and documents required by this Invitation to Bid may render the Bid to be unacceptable. Tender should be submitted in the prescribed form supplied by the company only.
- 1.4 The bidder shall download the complete set of tender document from the owner's website as per the index of the tender, fully read, understand & compile the same as per the various instructions contained herein and in "Instructions to Bidder".
- 1.5 Every bidder must submit bid strictly in accordance with the conditions and specifications prescribed by MRPL. Special conditions (if any) submitted along with the tender documents by the bidder will not be applicable to this Tender, in case they are in conflict with any of our terms and conditions.
- 1.6 Bidders to note that Physical/ Hard Copy of the Tender Documents shall not be issued from the office of Tender Inviting Authority. Any request in this regard shall not be entertained under any circumstances.

2.0 COST OF BIDDING:

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and MRPL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 SITE VISIT:

- 2.1 Bidder is advised to visit and examine the site and its surrounding and shall familiarize himself of the existing facilities and environment and shall collect all other information which he may require for preparing and submitting the Tender 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 the contract period / after contract period. All costs for and associated with site visits shall be borne by the bidder.
- 2.2 The bidder and any of his personnel or authorised representatives will be granted permission by the OWNER to enter upon its premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, its personnel or authorised representative shall be understood to have released and indemnified the OWNER and its personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result of such visit.

4.0 TENDER INSTRUCTIONS:

- 4.1 The Tender document comprises of following sections:-
 - Notice Inviting Tender.

- Pre-Qualification Criteria/Bid Evaluation criteria.
- Instruction to Bidder.
- General conditions of Contract.
- Formats of Credentials / EMD / Security Deposit, etc.
- Integrity pact, etc.
- PQC Compliance, Deviation statement, declaration, etc
- Scope of work / Special Conditions of Contract,
- Price bid format.
- Contract Workers Safety Policy.

- 4.2 The Tender Documents shall always be & remain the exclusive property of the Owner without any right with the Bidder to use them for any purpose except for submitting the tender in accordance with the provisions of these instructions by the prospective Bidders and for use by the successful Bidder with reference to the work. The Owner shall have no obligation to return to the Bidder the Tender Documents submitted by the Bidder.
- 4.3 The Tender shall be completely filled in all respects and shall be tendered together with requisite information & annexure. The Bidder is expected to examine the Tender Documents, including all instructions, specifications and drawings in the tendering document. Failure to furnish all the information required by the tendering documents or tender incomplete in particulars or submission of tender not substantially responsive to the tendering document in every respect shall result in rejection of the Tender.
- 4.4 The Tender Documents, including all instructions, specifications and drawings in the tendering document. Failure to furnish all the information required by the tendering documents or tender incomplete in particulars or submission of tender not substantially responsive to the tendering document in every respect shall result in rejection of the Tender.
- 4.5 It is hereby stipulated that the Tenderers shall not affect any corrections/ alterations/ modifications in the Tender Documents and various formats contained therein. Any correction/ alteration/ modification in the Tender Documents by the Bidder shall make their tender liable for rejection.
- 4.6 Originals of the documents related to the tender should be produced as and when asked for verification, and failure to produce such Original document(s) at specified date, time and place would mean rejection of tender for further evaluation.
- 4.7 When person signing the Tender / agreement is not the sole Proprietor of the company the original Power of Attorney or a Notary certified copy thereof authorizing such person to act and sign on behalf of the company must be enclosed.
- 4.8 Date format should be DD/MM/YYYY (Date/Month/Year).
- 4.9 Bidders should get clarified all the technical doubts and other points related to the tender before submitting the priced and un-priced offer.
- 4.10 MRPL reserves the right to accept or reject any or all tenders and at any stage of the tender evaluation process at the company's sole discretion and without assigning any reason thereof.
- 4.11 Any false/fake/incorrect information submitted by the bidder/contractor while submitting the bid will be liable for rejection of bid, action like Forfeiture of EMD, Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ Contractor in all MRPL establishments.
- 4.12 Any false/fake/incorrect information surfaced out after award of job would lead to action like Forfeiture of EMD, Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ Contractor in all MRPL establishments.
- 4.13 If the successful bidder, backs out during finalization of tender/after award of order, action will be initiated by MRPL as deemed fit.

- 4.14 The tender terms/ conditions as per SCC (Special conditions of the contract) Supercedes all similar terms prescribed under GCC/ Other Conditions of Contract (OCC).
- 4.15 MRPL reserves it right to seek the Originals if needs or inspect the documents at its premises for verification and return. In case, it is found that the bidder has attempted to mislead MRPL on any counts, MRPL may proceed with any action that is deemed fit.
- 4.16 “The item supplied / service provided shall be Environment friendly and Energy efficient”.

5.0 CLARIFICATION REQUESTS BY BIDDER:

- 5.1 Although the details presented in this Tender document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder’s responsibility to ensure that the information provided is adequate and clearly understood.
- 5.2 Bidder shall examine the Tender document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification at any time up to one week prior to the tender closing date. Such clarification requests shall be directed as per the contact details mentioned in the NIT.
- 5.3 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 agreement.
- 5.4 Response to queries/ clarifications raised will be sent as expeditiously as possible to all who have been issued / downloaded the Bidding Document, through e-mail and also hosted on CPP Portal. The response shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.
- 5.5 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.
- 5.6 Pre-bid meeting shall be organised, if specified in NIT/LIB, as per details given in NIT/LIB

6.0 CORRIGENDUM/ ADDENDUM/ CLARIFICATION:

- 6.1 MRPL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder, issue amendment in the form of addendum/corrigendum/clarification during the Tender period and subsequent to receiving the Tenders. Any addendum / corrigendum / clarification thus issued shall become part of Tender document.
- 6.2 For addendum/corrigendum/clarification issued during the Tender period, Bidder shall consider the impact in his Tender. For addendum/corrigendum/clarification(s) issued subsequent to receiving the Tenders, Bidder shall follow the instructions issued along with addendum/corrigendum/clarification(s).
- 6.3 Such Addendum / Corrigendum/ Clarification(s) shall be uploaded on the MRPL website (<https://mrpl.co.in>) / Owner’s e-tendering portal and it will not be published in news paper. Prospective bidders should visit the above MRPL website / MRPL’s e-procurement site from time to time to make note of corrigendum/addendum/clarification if any. MRPL is not responsible for non-receipt of any communication / information of addendum/corrigendum/clarification.
- 6.4 All such Addendum / Corrigendum / Clarification(s) issued shall form part of the Tender Documents.
- 6.5 It is incumbent on all the Bidders to view, download, understand and furnish Addendum / Corrigendum / Clarification(s) along with his/its/their tender. Any deviation/ clarification due to non-receipt of Addendum / Corrigendum / Clarification(s) at later stage should not be

entertained. Any bid without copy of Addenda/ Corrigenda/ Clarification(s), if issued, as mark of its acceptance may not be accepted.

7.0 CONFIDENTIALITY OF BIDDING DOCUMENT:

7.1 All information disclosed to the Tenderers by way of the Tender Documents shall be considered confidential and any person/ Tenderer shall not part with possession of the Tender Documents or copy or disclose information thereof to any party, except as may be necessary for carrying out the work. It is being understood that the Tender Documents have been downloaded by the eligible Tenderer solely for the purpose of bidding. Where it is found that any Tenderer has violated and has disclosed sensitive and vital information impugning on the security of the installation/ national security, necessary action, as may be called for, may be taken against the Tenderer concerned in addition to his being liable to be black listed and/ or barred from participating in future bids.

8.0 LANGUAGE OF BID:

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

8.2 In the event of submission of any document / certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

9.0 PREPARATION AND SUBMISSION OF BIDS:

9.1 The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.

9.2 **Date & Time of submission:** Bid must be submitted by the due date and time mentioned in the notice Inviting Tender / Letter inviting Bid or any extension thereof as duly notified in writing on MRPL / e-tender website.

9.3 Bidder shall submit the offer in two parts:

Part I - Techno-Commercial (un-priced) bid and

Part II - Priced bid.

9.4 Price bid & technical bids if submitted together shall be summarily rejected.

9.5 **Part I - Techno-commercial bid (Unpriced Bid)** shall be submitted with all documents that are called **for in PDF format only**

- I. Bid Form as per FORM-A (FORM OF TENDER for Commercial Bid enclosed in theGCC – Item Rate as a Annexure) & FORM A1 (information about tenderer)
- II. Scanned copy of duly authenticated documents in support of meeting the Experience and Financial criteria as per FORM-B1 & B2.
- III. Copy of EMD/Bid Security as per clause 14.0 below

- IV. Power of attorney in favour of signatory (ies) of the bid. Digitally signed authenticated copy of Power of Attorney, shall be uploaded on the e-tendering portal.
- V. Copy of Partnership Deed in case of Partnership Firm or Memorandum & Article of Association in case of Limited Company.
- VI. Compliance to Bid requirement as per FORM-C or in case of Deviation/ Exceptions(Bidder is requested not to stipulate any deviation), as per proposal FORM-D. (Sheet-1)for Commercial Section and Sheet-2 for Technical Section)
- VII. Check List duly filled in as per FORM-E.
- VIII. Reply to Commercial Questionnaire as per FORM-F.
- IX. Details regarding PF as per FORM-G.
- X. Declaration by Bidder regarding Black listing/ Holiday listing as per Performa provided in GCC (FORM-P)
- XI. Declaration/confirmation by bidder that they are not black listed by any Government/Department/ Public Sector on date of submission of bid.(FORM-P1)
- XII. Declaration by the Bidder as per FORM-J.
- XIII. Submission of Undertaking for non-engagement of child labour as per FORM-K
- XIV. Bank details of Bidder as per FORM-L
- XV. Integrity Pact Agreement along with Affidavit, duly signed & Stamped as per FORM-M1 & Affidavit as per FORM-M2.
- XVI. Letter of Waiver on Letter head of Bidder as per FORM-N
- XVII. Technical offer and Engineering details, if any, required as per Bidding Document.
- XVIII. Blank copy (without price/ Percentage BOQ) of Price bid, indicating Quoted / Not Quoted duly signed and stamped.
- ~~XIX. Complete copy Tender document Signed & Stamped on each page in token of acceptance.~~
- XX. Any other information required in the Bidding Documents or considered relevant by the Bidder.
- XXI. Signed & Stamped copy of Statement of Credentials –Form R.
- XXII. Declaration about Liquidation, Court receivership-FORM-S
- XXIII. Signed & Stamped Copy **UNDERTAKING BY THE BIDDER** as per **Form-T** duly signed & stamped by the bidder to be submitted in Company's letter head as token of having read and understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any, in lieu of submission of full tender document with signature and Stamp on each page. However, Signed copy of Corrigendum / amendment / addendum / Clarification if any to be submitted/upload along with the Technical Bid / attachment in EPS system
- XXIV. Signed & Stamped copy of list of Minimum Manpower to be deployed by the Contractor (SCC Annexure IV).
- XXV. Declaration about any Current Litigation/ Arbitration, if any, in which bidder is involved (Form-Q)
- XXVI. Cancelled cheque of bidders.
- XXVII. PAN card Copy.
- ~~XXVIII. Signed Copy of MRPL Contract Workers Safety Policy (Attached separately as Annexure-VIII of SCC)~~
- XXIX. Hard copy of following authenticated documents to be submitted to the address provided:
 1. EMD documents (If applicable)
 2. Signed Integrity Pact (If applicable)

Note: Bidders are required to serially number all the pages being appended by them as part of submission to the Technical bid. Such numbering shall include Covering letter, Technical specifications, Items list being offered, Drawings, Bid qualification proof, Testimonials,

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Certificates, Catalogues, Compliance or Deviation statements, etc as applicable to this Tender and create an Index Page with headings and corresponding page numbers. Declaration as per the format of 'Undertaking by Bidders' duly signed & stamped by the bidder in token of having read and understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any.

9.6 **Priced bid (Part II)** shall be submitted in the same format as mentioned/Included in the Tender document. Otherwise, offer will be liable for rejection.

9.7 No assumption, stipulation, deviations from terms and conditions or presumptions, etc. shall be made by the bidder while submitting the offer in the Price Part of the Tender. The liability of obtaining all necessary clarity with respect to the tender, its technical aspects and pricing shall be on the vendor. MRPL shall be under no obligation whatsoever to entertain any tender bid which is based on any assumption, stipulation, deviations from terms and conditions or presumptions, etc. and would have the option to reject such bid at their discretion.

10.0 TENDERS INVITED THROUGH E-PROCUREMENT SYSTEM:

10.1 For tenders invited through E-Procurement System, bids shall be submitted through **online (EPS) mode only** on the Owner's e-tendering portal for tenders invited through e-procurement mode.

10.2 Bidders to upload the Un-priced and Price part of their bids strictly in the Unpriced & Priced folders respectively at the designated place in the e-tender portal. Non Compliance to the same may lead to rejection of their offer.

10.3 **Bids submitted in any other form through Telex/ Fax/ Telegram/ E-mail/ Courier/ Registered Post/ manually shall not be accepted.**

10.4 However, documents which necessarily have to be submitted in originals like EMD and any other documents mentioned in the Tender Documents have to be submitted offline. The Owner shall not be responsible in any way for failure on the part of the Bidder to follow the instructions.

10.5 Bidders should avoid the last minute rush to the website for registration of user id and password, enabling of user id and mapping of Digital Signature, SI no, etc., since this exercise require activities from MRPL and EPS provider and needs time. In the event of failure in bidder's connectivity with MRPL/Service provider during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reasons may not be entertained.

10.6 Bidders to note that the very act of using Digital Signature Certificate (DSC) for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all pages of the bid document without any exception.

10.7 E-Procurement System Instructions :

10.7.1 Tender is invited on-line on the website www.tenderwizard.com/MRPL from **the firms** having Class IIB or above Digital Signature Certificate (DSC) (with Signing & Encryption Certificate) issued by any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.

10.7.2 Offers received online on the e-procurement portal only will be considered for evaluation.

10.7.3 The server date and time as appearing on website www.tenderwizard.com/MRPL shall only be considered as cut-off time for receipt of tenders. Offers received by any other mode will not be considered.

10.7.4 Bidders are responsible for obtaining the digital certificates for participation / submission of bids at their cost.

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- 10.7.5 The digital certificate shall be registered on the portal www.tenderwizard.com/MRPL and bidders shall upload the bid well in time.
- 10.7.6 Bidder shall download the bidding manual, system requirement and vendor registration manual and JRE setup for portal www.tenderwizard.com/MRPL to get acquainted with the procedures for submitting the online bids and load their Bids well within the time provided for bid submission to avoid last minute hassles
- 10.7.7 MRPL shall not be responsible for any delays occurred due to reasons whatsoever in receiving as well as on line submission of offers, including internet connectivity, document uploading/downloading issues etc.
- 10.7.8 Any corrigendum / amendment to the tender will be uploaded on e-Procurement site www.tenderwizard.com/MRPL and will not be published through other mode. Prospective bidders should visit the above MRPL e-Procurement site from time to time to make note of corrigendum / amendment if any.
- 10.7.9 In case of any queries regarding registration, bid submission procedure and system related, the bidder shall contact help desk of our e-procurement service provider M/s. ANTRES SYSTEM Ltd., contact person Mr. DilipRanganath, contact no. 0824-2882248.Email;eps@mrpl.co.in.
- 10.7.10 Support details as mentioned below;

Support Location	Name	Contact No.	Email ID
Mangalore	Mr.DilipRanganath	0824-2882248	eps@mrpl.co.in
Bangalore	Mr.Mohan Kumar	080-49352000	mohan@antaressystems.com
	Mr.PrabhuSwamy	080-49352000	prabhuswamy@antaressystems.com

11.0 TENDERS INVITED ON MANUAL MODE:

~~11.1 For tenders invited through Manual mode submission, Offer shall be submitted in two parts in two separate sealed covers:~~

~~Part I Technical & Commercial (un-priced) bid and~~

~~Part – II Priced bid.~~

~~11.2 Both the sealed covers containing Part I (Un-priced Technical Bid) and Part II (Priced Bid) shall be put in one single cover and submitted by duly super scribing Enquiry Number & Bid Closing date to the following address, before due date and time :-~~

~~**Materials Department,**~~

~~**Mangalore Refinery and Petrochemicals Limited,**~~

~~**Kuthethoor, Katipalla, Mangalore 575 030.**~~

~~**Karnataka, India**~~

~~11.3 In case offer received without super scribing Tender Number it will be treated as unsolicited offer.~~

~~11.4 MRPL will not be responsible for any loss of postal delay.~~

12.0 PRICE / SCHEDULE OF RATES (SOR) / BILL OF QUANTITIES:

- 12.1 Unless otherwise agreed to in the terms of the Purchase Order/contract, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire Purchase order/Contract, even though it might be necessary for the Purchase order /Contract execution to take longer than the Completion period specified in the Purchase order/Contract.
- 12.2 The SOR shall be read in conjunction with all other sections of Tender document.
- 12.3 The price quoted by the Bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise.
- 12.4 Rates / amount must be filled in 'Schedule of Rates / price bid' only. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder.
- 12.5 Bidder shall quote for all the items of 'Schedule of Rates / price bid' after careful analysis of cost involved for the performance of the completed item(s) considering all parts of the Tender document. In case any activity though specifically not covered in description of item under 'Schedule of Rates / price bid' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Tender document, the item(s) quoted price will deemed to be inclusive of cost incurred for such activity.
- 12.6 All item(s) of work in the Bill of Quantities shall be carried out as per the specifications, and directions / instructions of the Engineer-in-charge and the rates are inclusive of labour, supervision, as well as preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.
- 12.7 The rate shall include all expenditure incurred towards mobilisation and de-mobilisation. All prices shall be quoted in Indian Rupees unless otherwise instructed.
- 12.8 Bidder shall be considered only if the bidder has quoted for all the items of the 'Schedule of Rates / price bid' unless stated otherwise. Tenders which are received with some item(s) left blank / not quoted for all the items of the 'Schedule of Rates / price bid' shall be liable for rejection.
- 12.9 For supply items under the scope of the Contractor supply, the rates quoted by the Bidder shall be all inclusive for delivery of materials at site (F.O.R. destination basis). It shall include Basic Cost, all applicable taxes, duties & levies, inspection charge, transportation charges, transit insurance, auxiliary taxes, etc. as may be applicable. The consignee for despatch of materials shall be the Contractor. However, the Contractor/ Supplier shall be responsible for any incidental consequences arising out during the transit of materials up to destination (site).
- 12.10 Prices quoted by the Bidders shall be strictly in the given price bid format. Prices should not be clubbed with any of items in any way i.e. complete break up as suggested to be given after each item for the materials and works covered under the scope of contract, otherwise the bid may be considered as non-responsive.
- 12.11 Unless stated otherwise in the Tender Documents, the contract shall be for the complete supplies, services and composite works as described in the relative scope of supplies, services and composite works.
- 12.12 All Government circulars/ guidelines applicable on tender work would be enforced from time to time and it would be binding on the part of the Bidder/Contractor to abide by the same as per stipulations.
- 12.13 Price Bid shall not contain any conditions whatsoever. Any condition mentioned therein, Price bid shall not be considered for evaluation.
- 12.14 **Any incomplete bid in any of the above requirement shall be considered as non-responsive and shall be summarily rejected without any reference whatsoever to the Bidder.**
- 12.15 **Rates to be quoted in Figures & words:**

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The price quoted by the Bidder shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the standard SOR / Price Bid format. If some discrepancies are found between the rate / amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

- 12.15.1 Prices shall be written both in Words and Figures. In the event of discrepancy between the price in figures and words, the amount entered in words would be taken into consideration for evaluation and finalization of the order.
- 12.15.2 When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
- 12.15.3 When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder shall be taken as correct.
- 12.15.4 When it is not possible to ascertain the correct rate, in the manner prescribed above the rate as quoted in words shall be adopted and amount reworked.
- 12.15.5 When Bidder has quoted only in figures and the amount written against the particular item does not correspond to the rate written in figures, then the higher of the rates i.e. rate worked out by dividing the amount with quantity and quoted rate in figures shall be adopted for evaluation purposes and in the event such a Tender is determined lowest Tender, then lower of the rates mentioned shall be considered to award of the works.
- 12.15.6 When Bidder has quoted rates in figures and words but has not calculated the amount and the total contract price, such Tenders shall be rejected forthwith without consulting the Bidder.
- 12.15.7 For item rate tenders where pre-filled rates are given and bidders are required to quote percentage in + or - ,the following shall apply :
- In case of any discrepancy in the percentage increase / decrease quoted in figures and in words, the percentage increase / decrease quoted in words shall prevail.
 - In case there is a discrepancy in total amount quoted and the total amount arrived at after calculating the quoted percentage increase/ decrease over pre-filled price as per SOR, then the total amount shall be corrected based on the pre-filled price as per SOR and the quoted percentage.
 - If percentage not quoted or “NIL” is not indicated, it shall be considered “NIL” for price evaluation/award.
 - The “Total quoted amount after considering percentage Increase/ Decrease” and “Amount to be adjusted on Pre-filled estimated cost considering the percentage quoted”, shall be in round figures only.
 - Bidder to strike out/indicate (+) or (-) in price bid format , as applicable. In case it is not mentioned, it will be considered as (+) and evaluation and ordering shall be carried out accordingly.
- 12.16 Bidder shall bear, within the quoted rates, income tax liability of both corporate and Personnel as applicable in respect of their personnel and their sub contractor’s personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.
- 12.17 The rates quoted by the bidder shall be inclusive of all duties, taxes and levies etc, Central or State or Local bodies, etc. except GST.
- 12.18 The rates stated in the Schedule of Rates shall not be subject to escalation on any account whatsoever.

13.0 BID CURRENCY:

- 13.1 Bidders should quote firm prices in Indian rupee only unless otherwise specified else where in this tender. Prices quoted in any other currency shall not be considered.
- ~~13.2 For Global tenders, Foreign Bidders may quote prices for materials and services to be imported into India either in Indian Rupees or in Foreign Currency. For the purpose of this clause and any other relevant provisions in these documents, Foreign Currency (FC) shall mean and be limited to US DOLLARS, GREAT BRITAIN POUND, EURO and JAPANESE YEN.~~
- ~~13.3 Bidders shall quote the price for materials and services to be procured from India and for expenses to be incurred in India only in Indian Rupees.~~
- ~~13.4 For evaluation purposes, the bid price shall be converted to Indian Rupees by converting the Foreign Currency into Indian Rupees at the RBI Exchange Rate prevailing on the day of opening of the price bid.~~

14.0 EARNEST MONEY DEPOSIT (EMD):

- 14.1 EMD shall be submitted by way of Online payment through internet banking (MRPL Bank details are attached in tender GCC section) or Demand Draft in favour of M/s Mangalore Refinery and Petrochemicals Limited, and payable at Mangalore. Bank Guarantee in place of demand draft shall also be accepted as per format enclosed. BG shall be valid for 180 days from the date of bid submission. Offer submitted without requisite / insufficient EMD will be summarily rejected without assigning any reason.

The irrevocable Bank Guarantee (BG) in the prescribed format if submitted against Earnest Money Deposit shall be subject to verification from the issuing Bank, the email ID of bank for the same must be incorporated in the BG.

The BG issued by the issuing Bank on behalf of Bidder/Contractor/Supplier in favour of "Mangalore Refinery and Petrochemicals Limited" shall be in paper form and also be made available under the "Structured Financial Messaging System" (SFMS).

A separate advice of the BG will invariably be sent by the issuing bank to the beneficiary's Bank through SFMS and SFMS transmission message reference number (currently 32 digits code) is to be sent along with BG directly to MRPL through speed post/regd. Post.

The details of beneficiary for issue of BG under SFMS platform is furnished below:

(SFMS Procedure and MRPL Bank details are attached with tender GCC section)

Name of Beneficiary: Mangalore Refinery and Petrochemicals Limited

Beneficiary Bank, Branch and address: Union Bank of India (Erstwhile Corporation Bank), MRPL Project Site, Kuthethoor Post Mangalore 575030, Karnataka

Bank Account No: 560101000026927

IFSC code: UBIN0905925

SWIFT Code: UBININBBMAP

MICR Code: 575026018

Any bank guarantee submitted in physical mode which cannot be verifiable through SFMS will not be accepted under any circumstances.

- 14.2 Earnest Money Deposit (EMD) of value mentioned above should be sent in a separate cover to the following address;

Projects Department,
Mangalore Refinery & Petrochemicals Limited,



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Kuthethoor P.O., Via Katipalla,
Mangaluru- 575 030.

Super scribing tender number and bid submission date on the envelope. It should reach positively on or before the bid due date and time. Otherwise, the bid will be liable for rejection.

- 14.3 In case of bids invited through EPS, Bidders are also advised to scan the Draft/BG and upload in EPS along with the technical bid document.
- 14.4 Incomplete tender/ tenders **without requisite / insufficient EMD** will be rejected. The Company reserves the right to reject a tender or all the tenders without assigning any reason whatsoever.
- 14.5 EMD may be paid in one of the following forms in a separate sealed cover.
- i. Demand drafts drawn on Scheduled Bank in favour of Mangalore Refinery and Petrochemicals Ltd, Mangalore.
 - ii. Bank Guarantee in prescribed format (enclosed) which is enclosed, executed by scheduled / Nationalised Bank and valid for a period of 180 days.
 - iii. EMD to be sent to the concerned officer before due date/ time.
- 14.6 Company will not be responsible for loss or late / non receipt of EMD. No interest shall be payable on Earnest Money Deposit. Late receipt of EMD will be summarily rejected. No Cheques will be accepted towards EMD.
- 14.7 Tender will be summarily rejected under following circumstances
- i) EMD submitted in form of cheque.
 - ii) The name of tender mentioned in the BG is different from the tender for which bids have been invited.
 - iii) The firm on whose behalf the BG has been furnished is different from the bidder
 - iv) The EMD is not of prescribed/requisite value.
 - v) The validity of the BG is less than the stipulated period.
- I) Earnest Money is liable to be forfeited if tenderer.
- Withdraws or modifies offer in full or part during the validity period.
 - Failure of the bidder to honor their offer.
 - Non acceptance of Purchase / Work Order placed by MRPL.
 - Does not confirm of acceptance of order within the stipulated time after placement of order.
 - Inability to perform satisfactorily after receipt of order in case of successful bidder.
 - If document(s)/certificate(s) submitted along with the bid are found false/fake, fabricated, incorrect information.
 - The name of the tender mentioned in the BG is different from the tender for which bids have been invited.
 - The firm on whose behalf the BG has been furnished is different from the bidder.
- 14.8 The following are exempted from submission of EMD.
- I. The unit is registered with NSIC for the item tendered.
 - II. Government Departments/PSU's, Any other body specified by Ministry of MSME (MoMSME), Udyam Registration Certificate issued by MoMSME, Start-ups are exempted from submission of EMD.

- III. In- line with the Government Directives, Small Scale Industrial Units registered with National Small scale Industries Corporation (NSIC) under the single point registration scheme shall be exempted from submitting EMD for items registered with NSIC and upto the monetary limit specified in the registration certificate.
- IV. MSE (Micro & Small Enterprises) registered with DIC.
- V. MSEs who are having UdyogAadhar Memorandum.

14.9 Refund of EMD :

- i. If the successful tenderer commences supplies / work and also lodges the security deposit in the manner prescribed and within the period specified, MRPL shall return to him Earnest Money Deposit, paid by him without any interest thereon.
- ii. Earnest Money Deposit will be refunded to all unsuccessful tenderers after finalization of the Tender.

15.0 PRE-BID MEETING : NOT APPLICABLE

~~15.1 Pre bid meeting shall be held as per time & date at the venue specified in the Tender Invitation. In case pre bid meeting information is not available in the Tender Invitation & the Owner decides to have a pre bid meeting to clarify any issues, necessary intimation with adequate notice shall be posted on e-tendering portal.~~

15.2 **Bidders to submit their queries through the e-tendering portal/e-mail vide Form H& I within 7 days from Tender download start date one day prior to the date of Pre-bid meeting.** The queries shall be replied during the pre-bid meeting or they by the Owner will respond through the e-tendering portal to any request for clarification received by the deadline for submission of queries.

15.3 Brief summary of the queries received through e-tendering portal, queries raised by the attending tenderers during pre-bid meeting and the clarifications given by the Owner respect thereof, as well as any further information which the Owner choose to furnish to the tenderers, shall be posted on e-tendering portal in the form of Minutes of the Meeting or Addendum, which shall form a part of the Tender Documents, unless otherwise specified.

15.4 The tenderer or their representatives with necessary authorisation letter can be present during the Pre bid conference, if any.

15.5 If pre-bid meeting information is not available in the e-tender notice then the same shall not be held.

16.0 LATEBIDS:

16.1 Any bid received by MRPL after the deadline for submission of the bids (including any extension(s) hereof) will be declared "Late" and shall be rejected.

16.2 The "Late Bid" shall be returned unopened to the bidder in due course in case of Manual Tenders.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS(APPLICABLE FOR E-TENDERS ONLY):

17.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that the modification or withdrawal is uploaded on e-tender website prior to the deadline prescribed for submission of bids.

18.0 BID OPENING:

18.1 UN-PRICED (TECHNO-COMMERCIAL) BID OPENING:

18.1.1 Techno-Commercial (Un-priced) Part (Part-I) will be opened on the scheduled date and time.

- 18.1.2 For E-Tenders, Bidders can also witness bid opening by logging on to the E-Tendering website through their system using their valid digital signature/certificate.
- 18.1.3 The bidder or their representative with necessary authorization letter can be present during the technical bid opening in case of Manual tender.
- 18.1.4 During the opening of Un-priced Part (Part-I), only the names of agencies who have quoted and furnished EMD shall be made public.

18.1.5 Clarification of Bids:

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 documents. Stipulation or any deviation may render the bid liable for rejection. MRPL/ Owner expect the Bidder to comply with the requirements of the Bidding Document without any deviation and submit substantially responsive bid. MRPL/Owner 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.

The deviation, if unavoidable, should be furnished as per FORM-D attached. Exception/ Deviations submitted elsewhere in the offer shall not be considered. If any exception/ deviation is acceptable to Owner, the same shall be issued to all bidders through an Amendment. Bidders shall withdraw all other deviations/exceptions, not incorporated in Amendment, failing which offer of such bidders shall not be acceptable. If a bidder takes any further deviations other than those agreed, while submitting the revised price bid/ price implication (if any), his bid shall be rejected outright without any reference. In case any deviations are found in the revised price bid/ price implication, such deviations shall not be taken into cognizance.

18.2 PRICE BID OPENING:

- 18.2.1 Price part 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.
- 18.2.2 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.
- 18.2.3 ~~In case of manual tenders, bidders may depute their authorised representative during the price bid opening with necessary authorisation letter.~~
- 18.2.4 Any unsolicited reduction 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 in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.
- 18.2.5 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. However, in case the unsolicited price increase is known only after price bid opening and the bidder's comparative ranking changes by withdrawal of the price increase, the Bidder shall not be allowed to withdraw the price increase and the bid shall be rejected outright. But, if such a bidder is lowest with or without the price increase, the order shall not be placed with price increase and if the bidder does not agree, the enquiry shall be refloat.
- 18.2.6 Wherever, decision is taken to reject a bid, EMD, if submitted, by the Bidder, shall also be forfeited and action as deemed fit.

19.0 BID EVALUATION AND AWARD CRITERIA:

- 19.1 The Owner reserves the right to consider/ evaluate only substantially responsive tenders. A substantially responsive tender is one, which, in the opinion of the Owner (which shall be final and binding on the Tenderer(s)), substantially conforms to all the terms, conditions, specifications and requirements of the Tender Document without material deviations or reservations in respect of any of the following:
- Scope, Quality or Performance of the work;
 - The Owner's rights or the Tenderer's obligations under the contract as per the tender documentation;
 - Such deviations the correction of which would affect the competitive position of other tenderers, who have submitted substantially responsive bids;
 - Any tender unaccompanied by the Earnest Money in a form which is not acceptable as per the Tender Documents, or falling short of the requirement of the Tender Document, shall be liable for rejection.
 - MRPL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed / in progress for evaluation purpose.
 - Directives issued by Govt. of India from time to time shall be given due consideration during bid evaluation.
- 19.2 The following provisions of the bidding document must be adhered to without deviations, failing which the bid shall be considered to be non-responsive and liable for rejection.
- a) EMD/Bid Security
 - b) Bid Validity
 - c) Security Deposit
 - d) Cancellation of Contract
 - e) Suspension of work
 - f) Price Adjustment/ Price Reduction for delay in completion
 - g) Defect Liability period
 - h) Termination of Contract
 - i) Time Schedule
 - j) Scope of Supplies
 - k) Scope of Work
 - l) Proforma of all Bank Guarantees
 - m) Arbitration
 - n) Integrity Pact
- 19.3 **Expressions like "can offer if required/ will be submitted later/ will be taken up during detailed engineering after order is placed/ noted etc." will be construed as "TOTAL NON-COMPLIANCE" and the Bid shall be deemed "NON-RESPONSIVE AND INCOMPLETE" and may be summarily REJECTED.**
- 19.4 Prior to detailed evaluation of bids, the Owner will determine whether each bid is substantially responsive to the requirement of bidding documents. If the bid is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder having corrected or withdrawn the non-conforming deviation or reservation.
- 19.5 The requirements of specifications shall be approximately studied for compliance on each of the points. The Bidder may explain clearly his stand on the specifications not complied with. However bids in compliance to each point would be deemed "Responsive Bid".

- 19.6 Bids which do not cover the complete scope of work will be treated as incomplete and shall be rejected.
- 19.7 Bid stipulating completion period/delivery schedule beyond that specified may not be considered.
- 19.8 Substantially responsive bids shall be evaluated by the Owner to ascertain the relative position of the best evaluated bid in the interest of the Owner, for the total of the complete supplies and services covered by the Tender Documents including Technical Specifications and as set out in the Price Schedule.
- 19.9 The evaluation of bids shall be done on the basis of total prices quoted for the complete scope of work and Supply, Services, Composite Works and conditions elsewhere as specified in the tender.

20.0 REBATE:

- 20.1 No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

21.0 NOTIFICATION OF AWARD :

- 21.1 The lowest evaluated bid shall be accepted by owner for award. The Bidder, whose bid is accepted by Owner, shall be issued Order/Letter/Fax of Acceptance (LOA/FOA) prior to expiry of bid validity. Bidder shall acknowledge the receipt.
- 21.2 MRPL 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 shall correspond only with the successful bidder.

22.0 UNSOLICITED POST TENDER MODIFICATIONS:

- 22.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by MRPL/Owner. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by MRPL/OWNER and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

23.0 CONTACTING MRPL :

- 23.1 No bidder shall contact the OWNER on any matter relating to its bid from the time of bid opening till the time Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence the OWNER in the Owner's decisions in respect of bid evaluation or Contract award will result in the rejection of that bidder's bid and action as deemed fit shall be initiated against the bidder.

24.0 CANVASSING :

- 24.1 Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- 24.2 Subject to the provisions concerning clarification of Bids, no Bidder shall contact the Owner on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.

24.3 Any effort by the Bidder or Bidder's representative however described to influence the Owner in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.

24.4 The Owner will deal with the Bidder on a principal bases, without involvement in any manner in India or abroad of any agent or consultant or associate or other person howsoever described.

25.0 COLLUSIVE BIDS:

25.1 In case it appears to the owner, after examining the tenders received, that any 2 (two) or more tenders are collusive or otherwise manipulated to the disadvantage of the owner and against the spirit of ethical competition, the owner reserves the right to summarily reject such tenders. It shall not be incumbent on the owner to prove any collusion or other malpractice in this regard

26.0 MULTIPLE/ALTERNATIVE BID :

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

26.1.1 All bids submitted by such bidder (say 'A') directly or indirectly, shall stand rejected and EMD, if any, in case of direct bid submitted by bidder "A" shall be forfeited.

26.1.2 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.

27.0 CARTEL FORMATION :

27.1 In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of Order. Such bidder will also be banned from bidding in future.

28.0 CORRUPT AND FRAUDULENT PRACTICES:

28.1 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.

28.2 OWNER requires that the CONTRACTOR 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

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- 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.

28.3 OWNER may terminate the Contract if it discovers subsequently that the Contractor had engaged in Corrupt Practices or Fraudulent Practices in competing for the Contract.

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

28.5 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 Contractor along with forfeiture of the Contract Performance Bank Guarantee furnished by the Contractor. Further, any 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 OWNER debaring them from future business with OWNER.

29.0 PUBLIC UTILITY SERVICE :

29.1 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.

30.0 INTEGRITY PACT: (Applicable)

Integrity Pact documents has been attached herewith. The said document shall be signed in all the pages by the signatory of the bidder, who signs the bid and returned with the techno-commercial bid. Offer of those bidders who do not attach the Integrity Pact duly signed shall be summarily rejected without any further reference to the bidder.

31.0 RAISING DISPUTES/COMPLAINTS. (Applicable for all tenders where Integrity Pact is applicable.)

31.1 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:

Sl No	IEMs	E-mail id
1.	Shri Akhil Agrawal IRSSE(Retd.)	Email: akhilag21@gmail.com
2.	Shri. Rajiv Kumar Srivastava IFoS(Retd.)	Email: rksifs@gmail.com

31.2 In the event of any dispute between the management and the contractor 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 the both the parties.

- 31.3 Curriculum Vitae of Independent External Monitors (IEMs) are placed permanently on the home page of MRPL's website www.mrpl.co.in –Tenders.

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>

32.0 HOLIDAY LISTING POLICY:

- 32.1 The Guidelines and procedures for Holiday Listing are available in MRPL website as Holiday Listing Policy and shall be applicable in the context of all tenders and consequently all Orders / Contracts / Purchase Orders. This can be accessed at URL www.mrpl.co.in .refer to Tenders - Holiday Listing Policy.
- 32.2 Agencies 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 Agency.

32.3 DECLARATION:

Any party or its associated company if had been in the holiday list / black-listed/ banned by MRPL or Ministry of Petroleum and Natural Gas (MoPNG) or should not have been bebarred by orders issued by DoE during the period as on date is disqualified and would not be considered.

An affidavit to this effect/ or an affidavit that the vendor is not holiday listed / black listed / banned by above mentioned Agencies is required to be produced, if called for by MRPL, in the event of award of work order.

Agency (Bidder) has to declare and undertake that MRPL has unconditional right to terminate the contract which is already awarded or yet to be awarded to the Agency if it is put under holiday listing.

33.0 PREFERENCE TO PUBLIC SECTOR ENTERPRISES / MSE

Price preference shall not be applicable for this tender (being Works Contract services) as per prevailing Govt. of India guidelines

34.0 OWNER'S RIGHT TO ACCEPT OR REJECT ANY BID

- I. Owner 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 Owner's action.
- II. 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.

35.0 CONTRACT AGREEMENT

The CONTRACTOR shall execute a formal contract with OWNER within 30days from the date of issue of Letter of Acceptance, on a non-judicial stamp paper of Rs.200/- value. The cost of non-judicial stamp paper shall be borne by the CONTRACTOR. 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 bidder's acceptance thereof 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.

The Contract document shall consist of the following :

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

36.0 E-PAYMENTS

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.

37.0 TRANSPORTATION :

Contractor shall be responsible to arrange transportation (to and fro) to MRPL for his workforce at his own cost.

38.0 PUTTING UP OF BUILDINGS ON PROJECT SITE (If applicable) :

The contractor shall put up temporary structures as required by him for his office fabrication shop and stores only on the area allocated to him on the Project Site. No tea stalls/canteens should be put up or allowed to be put up by contractor in plant area without written permission of the owner.

No Person other than authorised watchman shall be allowed to stay in the plant area after completion of the days work without prior written permission of the Engineer-in-charge

39.0 GENERAL GUIDELINES (As applicable)

- 39.1 Every tenderer must quote strictly in accordance with the conditions and specifications prescribed by MRPL. Special conditions (if any) submitted along with the tender documents by the bidder will not be applicable to this Tender, in case they are in conflict with any of our terms and conditions.
- 39.2 All entries in the tender must be written in permanent ink or typewritten without use of eraser or overwriting. Corrections if any, should be attested under the full signature of the Bidder.
- 39.3 All tenderers are required go through the GCC carefully and submit a declaration statement as token of having read, understood and accepted the conditions, along with information called for by MRPL.
- 39.4 Company will not be responsible for loss or late /non-receipt of tender documents.

- 39.5 MRPL reserve the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance, etc.
- 39.6 Submission of authentic/genuine documents is the prime responsibility of the bidder. Wherever MRPL has concern or apprehension regarding the authenticity/genuineness of any document, MRPL reserves the right of obtaining the documents cross verified from the document issuing authority.
- 39.7 MRPL reserve the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.
- 39.8 Bidder should have independent ESI & PF code allotted by Employee State Insurance Corporation and Employees Provident Fund Organization. The details should be enclosed along with the technical bid. However, in the event of non-availability of PF code at the time of submitting the bid, the successful bidder shall obtain the same within 45 days from the date of commencement of the work and an undertaking to this effect shall be enclosed.
- 39.9 The wages paid by the contractor to their employees / workmen shall be fair and in no case be less than the wages prescribed by the appropriate Government under the Minimum Wages Act, 1948 and all provisions of Regulation of Contract Labour Act. In addition to the minimum wages prescribed by the appropriate government/authorities, the successful bidder shall pay employer contribution of PF, ESI, Leave wages, Bonus as per bonus act, MRPL special allowance as per clause provided. All safety gadgets, Uniform shall be given to the employees by the bidder as per F&S Dept requirements.
- 39.10 All tenderers are required to give details in the Performa attached (Appendix-V, VI & VII) and attach to Technical bid.

40.0 DIFFERENCE IN MEANINGS/TERMS: In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the stricter terms favouring MRPL will apply. The bidder shall also seek clarifications on such issues from MRPL before submission of the quotes.

41.0 CORRECTNESS OF DOCUMENT:

It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of this tender and the successful tenderer shall take upon himself and provide for risk of any error which any subsequently be discovered and shall make no subsequent claim on account thereof no advantage is to be taken by the tenderer successful Or otherwise of any clerical error of mistake which may occur in the general specification, schedules, plans of tender forms supplied to the tenderer.

42.0 BID VALIDITY:

- 42.1 The rate quoted against this tender shall be valid for a period as mentioned in the NIT (as specified in from the date of opening of tenders and once the quotation is accepted and order placed on the successful tenderers, the rate shall be valid for the full period of the contract (INCLUDING THE EXTENDED PERIOD, IF OPTED BY MRPL).
- 42.2 Tenderers are requested to carefully study the entire tender document and the conditions so specified before quoting their rates, no alteration in the tender rates quoted will be allowed.

43.0 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

- 43.1 The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Owner, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are

incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

MSEs & STARTUP COMPANIES

44.0 CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a) District Industries Centers (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME (MoMSME)
 - h) Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME.

MSEs participating in the tenders must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, he shall attach original notarized copy of the DIC certificate.

2. The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD).
3. Bidder shall be Manufacturer for supply items
As per the MoMSME, the benefits of the PP Policy extended only to manufacturers registered under this and are not applicable to traders/ dealers/resellers/ distributors/authorized agents etc. Accordingly, the eligible MSE bidders shall be registered for the item tendered.
Bidder shall submit proof that he is a manufacturer of the item for which he is quoting and he shall highlight the details of his manufacturing status in the MSE certificate against the item he is proposing to bid in the tender. However, in cases where installation / commissioning and related activities along with Purchase of item(s)is/are involved and the bidder has relevant MSE certification, then he shall be eligible for claiming benefits of the PP Policy.
4. The registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
5. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible to avail benefits under PP Policy. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt agency before such expiry. Documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal shall be submitted before the bid closing date.

6. MRPL being a critical refinery installation, vital to public safety and maintaining essential supplies to the society and other customers including Govt agencies, reserves right to grant relaxation in tender conditions under the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) order 2012/other Government guidelines as applicable from time to time.

- 45.0 Purchase Preference for Micro and Small Enterprises: Deleted – Not applicable**
46.0 CONDITIONS FOR START-UP COMPANIES----- Deleted -Not applicable
47.0 POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) & ANNEXURE-I----- Refer SCC
48.0 BANK GUARANTEE(BG) VERIFICATION UNDER THE “STRUCTURED FINANCIAL MESSAGING SYSTEM” (SFMS).

The irrevocable Bank Guarantee (BG) in the following prescribed format if submitted against Earnest Money Deposit/PBG/SD/Mobilisation advance shall be subject to verification from the issuing Bank, the email ID of bank for the same must be incorporated in the BG.

The BG issued by the issuing Bank on behalf of Bidder/Contractor/Supplier in favour of “Mangalore Refinery and Petrochemicals Limited” shall be in paper form and also be made available under the “Structured Financial Messaging System” (SFMS).

A separate advice of the BG will invariably be sent by the issuing bank to the beneficiary’s Bank through SFMS and SFMS transmission message reference number (currently 32 digits code) is to be sent along with BG directly to MRPL through speed post/regd. Post.

The details of beneficiary for issue of BG under SFMS platform is furnished below

(Procedure to submit the BG and MRPL Bank details are attached with Tender GCC section)

Name of Beneficiary: Mangalore Refinery and Petrochemicals Limited
Beneficiary Bank, Branch and address: Union Bank of India (Erstwhile Corporation Bank), MRPL Project Site, Kuthethoor Post Mangalore 575030, Karnataka

IFSC code: UBIN0905925
SWIFT Code: UBININBBMAP
MICR Code: 575026018

Any bank guarantee submitted in physical mode which cannot be verifiable through SFMS will not be accepted under any circumstances

49.0 TERMS AND CONDITIONS FOR BIDDERS FROM A COUNTRY SHARING LAND BORDERS WITH INDIA.

- I. The Department of Expenditure (Ministry of Finance) of the Govt. Of India through OMs no. 6/18/2019- PPD dated 23rd July and 24th July’2020 has issued guidelines regarding procurement from bidders from a country or countries which share land boundary with India. The detail guidelines are available on the website of DoE (<https://doe.govin/>).
- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority specified in Annexure I of

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the DoE OM dated 23.07.2020 (attached for reference). The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of industry & internal Trade (DPIIT) of Govt. of India.

- III. "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.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. The beneficial owner for the purpose of (iii) above will be as under:
- 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-

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

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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.

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

VII. In tenders for Works Contracts, including Turnkey contracts- The successful bidder shall not be allowed to sub-contractworks to any contractor from a country which shares a land border withIndia unless such contractor is registered with the Competent Authority.

VIII. Bidder mandatorily requires to submit “Certificate of Compliance” in the enclosed Form : A. This certificate need to be submitted in the Company’s Letter Head and should be sealed and signed by the authorized signatory on behalf of the bidder. None submission of Form A may lead to disqualification for Techno- Commercial evaluation of the submitted bid. (Refer Form B in case of Works Contract).

In case at any stage pre or post order placement it is found that that the certification furnished is false their bid shall be summarily rejected or order terminated as applicable. MRPL may at its discretion initiate penal action against such bidders which may include Black Listing Holiday Listing the party /encashment of EMD or PBG submitted as per contractual provision etc.

IX. Compulsory submission of Valid Registration Certificate from Competent Authority is required as and when a party claims to have registered themselves with the Competent Authority or else bid shall be rejected without evaluation.

X. Wherever Tenders are floated Registration with Competent Authority should be valid at the time of submission of Bid and at the time of acceptance and evaluation of bids / LOA or Order Placement. In case where tender is not floated registration should be valid at the time of placement of Order. A Bidder who is validly registered at the time of acceptance / placement of order in such cases valid registration will not be a relevant consideration during contract execution.

Note I: For better clarity and to obtain information in detail bidders are requested to go thru the Govt Circular issued by the Department of Expenditure Govt of India to this effect.

Note II: For information on Exclusion from restriction under Rule 144 (xi) of the GFR, 2017 and Special Cases for exemption under the purview of this policy, bidders are requested to refer to the Govt Circular & Annexures therein accordingly.

Special Note: It is the responsibility of the Bidders to keep themselves updated over any revisions or changes in conditions mentioned in this circular. For all practical purpose the latest applicable circular will be considered for this tender as published by the Govt time to time.



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FORM A

BIDDER's UNDERTAKING

(On Company's Letter Head)

To,

Mangalore Refinery & Petrochemicals Limited

Mangaluru, Karnataka.

Sub: Certificate of Compliance

Bidder's Details :

Name of the Tender : _____

Tender No : _____

We/ I have read carefully the clause regarding restrictions on procurement from a bidder of a country which shares land boundary with India attached with this Tender Document and hereby certify that M/s. _____ (Name of the Company/ Bidder) is :-

- A. Not from such a country and is eligible to be considered for evaluation : YES / NO (*)
B (i) If from such a country but is registered with the Competent Authority : YES/NO (*)
C (ii) If from such a country valid Registration Certificate from Competent Authority is submitted with the bid : YES / NO (*)

I as the authorized signatory on behalf of the bidder certify that the company fulfils all the criteria stipulated in the Govt OM and is eligible to be considered for this tender.

(*) : Tick Yes / No whichever is applicable.

Place : _____ Signature : _____

Date : _____ Name : _____

Designation : _____

Seal of the Company : _____



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FORM B

BIDDER'S UNDERTAKING IN CASE OF WORKS CONTRACT

(On Company's Letter Head)

To,

Mangalore Refinery & Petrochemicals Limited

Mangaluru, Karnataka.

Sub: Certificate of Compliance

Bidder's Details:

Name of the Tender : _____

Tender No : _____

We / I have read carefully the clause regarding restrictions on procurement from a bidder of a country which shares land boundary with India attached with this Tender Document and on sub-contracting to contractors from such countries and hereby certify that M/s. _____ (Name of the Company/ Bidder) is :-

- A. Not from such a country and is eligible to be considered for evaluation : YES / NO (*)
- B. If from such a country but is registered with the Competent Authority: YES/NO (*)
- C. If from such a country valid Registration Certificate from Competent
a. Authority is submitted with the bid : YES / NO (*)

M/s. _____ (Name of the Company) certify that we will not sub-contract any work to a party/ contractor from such countries unless they are registered with the Competent Authority.

I as the authorized signatory on behalf of the bidder certify that the company fulfils all the criteria stipulated in the Govt OM and is eligible to be considered for this tender.

(*) : Tick Yes / No whichever is applicable.

Place: _____ Signature : _____

Date: _____ Name : _____

Designation : _____

Seal of the Company : _____



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FORM C

BIDDER's UNDERTAKING (For Transitional Cases)

(On Company's Letter Head)

To,
Mangalore Refinery & Petrochemicals Limited
Mangaluru, Karnataka.

Sub: Certificate of Compliance

Bidder's Details:

Name of the Tender : _____

Tender No : _____

We/I have read carefully the clause regarding restriction on procurement from a bidder of a country which shares land boundary with India attached with this tender document and hereby certify that M/s. _____ (Name of the Company) is not from such a country and is eligible to be considered.

We/I do solemnly resolve to submit valid registration certificate from Competent Authority as applicable in case any such requirement arises for evaluation and acceptance of bid purpose.

Place: Signature :

Date: Name :

Designation :

Seal of the Company :

50.0 VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a 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, cyclones 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, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, 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.

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 of V) for earthquakes
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region
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District wise Probable Max. Precipitation

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FORM-A

FORM OF BID

(TO BE GIVEN ON BIDDER'S LETTER HEAD)

FORM OF TENDER

(To be filled up by the Tenderer)

For Commercial Bid

Serial No.

Date:

From

To

Mangalore Refinery and Petrochemicals Limited
Mangalore

Tender No. _____

Dear Sirs,

Having examined the Tender Documents consisting of the Tender Notice, General Instructions to Tenderers, General Conditions of Contract, Special Instructions to Tenderers, Special conditions of Contract, Specifications, Plans (Exhibits____to_____), Drawings (Exhibits____to_____) Time Schedule, Form of Contract, Form of Schedule of rates, and Addendum (a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Mangalore Refinery and Petrochemicals Limited, relative to the work tendered for in connection with the _____(Name of the Refinery/Project) and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour , power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender of the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.

In consideration of the sum of Rupee 1/- (Rupee one) only paid to me/us by Mangalore Refinery and Petrochemicals Limited, by adjustment in the price of Tender Documents, I We further undertake to keep my/our this tender offer open for a period of not less than 4 (four) months from the schedule date of



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opening of Tenders as specified in the General Instructions to Tenderer forming part of the Tender Documents:

I/ We hereby further state that I/We/None of us (in the case of partnership firm) and none of our Directors (in the case of a Company) was/were employed as Directors of Mangalore Refinery and Petrochemicals Limited, during the period of 2(two) years immediately preceding the date hereof OR I/We hereby declare that I/Shri_____one of our partners (in case of partnership firm/Directors in the case of a company) was employed as a Director in Mangalore Refinery and Petrochemicals Limited, during the period of 2 (two) years immediately preceding the date hereof and that I/Shri _____have/has obtained previous permission of Mangalore Refinery and Petrochemicals Limited, to make this tender .

I/We have annexed to this Bid the following documents:

- (i) Schedule or Rates in the prescribed form.
- (ii) Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of authority of the person who has signed the Tender.
- (iii) Original Income-tax clearance certificate OR copy of Income-Tax Clearance certificate duly attested by Gazetted Officer/Notary Public.
- (iv) Information regarding tenderer in the form annexed to the Form of Tender.
- (v) Information regarding experience of the tenderer in the performance of work of a comparable nature in the form annexed to the Form of Tender.
- (vi) Information regarding construction organization and equipment in the form annexed to the Form of Tender.
- (vii) Solvency Certificate from a Nationalized/Scheduled bank.
- (viii) Set of Tender Documents, as issued duly signed.
- (ix) Additional Documents as listed below.

I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Mangalore Refinery and Petrochemicals Limited, to avoid any resultant contract.

I/We further undertake as and when called upon by Mangalore Refinery and Petrochemicals Limited to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having deposited earnest Money of Rs._____(Rupees_____) as detailed hereunder (Strike off whichever is not applicable).



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(Signature(s) of the Tenderer(s))

Name & Designation of Authorized person
Singing the Tender on behalf of The Tenderer(s)

Full Name and address of the Bidder(s)

Witness:

Signature

Name:

Occupation:

Name & Designation of Authorized person
Singing the Tender on behalf of The Tenderer(s)

Full Name and address of the Bidder(s)

Witness:

Signature

Name:

Occupation:



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FORM OF TENDER

(To be filled up by the Tenderer)

For Price Bid

Serial No.

Date:

From

To

Mangalore Refinery and Petrochemicals Limited
Mangalore

Tender No. _____

Having examined the Tender Documents consisting of the Notice inviting Tender, General Instruction of Tenderer, General Conditions of Contract, Special Instructions to Tenderers, Special Conditions of Contract, specifications, plans, drawings, time-schedule, form of Contract, form of tender, form of Schedule of Rates and Addendum (s) to Bidding Document having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Mangalore Refinery And Petrochemicals Ltd., relating to the work tendered for in connection with the construction of (Name of Refinery/ Project , Mangalore”, and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facility, the availability and suitability of borrow areas, the availability of land for right-of-way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work. I/We hereby submit our tender offer for the performance of the proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying schedules of rates based on the form of schedule (s) of Rates included within the Tender documents and arrived at a Total Contract Value of **(as quoted in E-tendering Portal)**

based on an application of the rates tendered in the accompanying Schedule(s) of Rates to the relative quantities indicated in the form of Schedule (s) of Rates forming part of the Tender Documents.

If the work or any part thereof is awarded to me/us, I/We undertake to perform the work in accordance with the contract document as defined in Form of contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein, and undertake within 10 (ten) days of receipt of Acceptance / Award of Tender to pay to and/or deposit with the Accounts Officer, Mangalore Refinery And Petrochemicals Ltd., Mangalore, a sum which, together with the amount of Earnest Money deposited by me/us in terms hereof, shall make Rupees/- (Rupees.....) as specified in the Acceptance / Award of Tender for the purpose of security deposit, by any one or more of the modes of payments specified in the general conditions of contract, and to commence work at each job site(s) involved within 10 (ten) days of handing over the job site or any part thereof to me/us, and to sign, the formal contract in terms of the form of contract forming part of Tender Documents,



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within 10 (ten) days of receipt of Letter of Acceptance / Award from or on behalf of Mangalore Refinery And Petrochemicals Ltd., in this behalf failing which Mangalore Refinery and Petrochemicals Ltd., shall be at liberty, without further reference to me/us and without prejudice to any of its rights or remedies, to terminate the contract and/or to forfeit the Earnest Money deposited in terms hereof.

In consideration of the sum of Rupee 1/- (Rupee one only) paid to me/us by Mangalore Refinery And Petrochemicals Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 4/6 (four/six) months from the Schedule date of opening of Tender as specified in the General Instructions to tenderers forming part of the Tender Documents.

I/We hereby further state that I/We/None of us (in the case of partnership firm) was/were employed as Directors of Mangalore Refinery And Petrochemicals Ltd., during the period of 2 (two) years immediately preceding the date hereof or I/We hereby declare that I/Sri....., one of our partners in the case of a partnership firm, was employed as a Director in the Mangalore Refinery And Petrochemicals Ltd. during the period of 2 (two) years immediately preceding the date hereof and that I/Sri..... have/has obtained previous permission of Mangalore Refinery And Petrochemicals Ltd., to participate in this tender.

I/We have annexed to this tender the following documents:

- (i) Schedule of Rates in the prescribed form:
- (ii) Original Power of Attorney or proof of authority of the person who has signed the Tender OR copy of Power of Attorney or duly attested by a Gazetted Officer in proof of authority of the person who has signed the tender;
- (iii) Original Income-tax Clearance certificate OR copy of Income-tax Clearance Certificate duly attested by a Gazetted Officer;
- (iv) Original Sales Tax Clearance Certificate OR copy of Sales-tax Clearance Certificate duly attested by a Gazetted Officer;
- (v) Information regarding tenderer in the form annexed to the Form of Tender;
- (vi) Information regarding experience of work of a comparable nature in the form annexed to Form of Tender;
- (vii) Information regarding construction organization and equipment in for form annexed to the Form of Tender;
- (viii) Solvency Certificate from a Nationalized/Scheduled Bank:
- (ix) Set of Tender Documents, as issued duly signed;
- (x) Any additional documents as listed below;

I/We hereby undertake that the statements made herein and the information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being



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found to be incorrect in any particular, the same may be construed to be mis-representation entitling Mangalore Refinery and Petrochemicals Ltd. to avoid any resultant contract.

I/We further undertake as and when called upon by Mangalore Refinery and Petrochemicals Ltd., to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having deposited Earnest Money of Rs.....(Rupees.....) as detailed hereunder: (strike-off whichever is not applicable.)

By Demand Draft No..... Dated..... Drawn.....
Bank..... Branch..... attached hereto)

Dated this day of2020.

Yours faithfully,

Signature(s) of the Tenderer (s)

Witness (Signature):

Name in block letters:

Address:

Occupation:

Name and designation of authorised person signing the tender on behalf of the tender (s).

Full name and address of the tenderer(s).

INFORMATION ABOUT TENDERER

(To be furnished with Tender)

1. In case of Individual

- 1.1 Name of Business:
- 1.2 Whether his business is registered:
- 1.3 Date of Commencement of business:
- 1.4 Whether he pays Income Tax over Rs.10,000/- per year:
- 1.5 Whether he is a Director or is related to any Director of MRPL present or retired within the past 2 years.
- 1.6 Permanent Account Number:
- 1.7 What are his profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years with a copy of the audited balance Sheets and Profit & Loss account for the past 3 (three) years:
- 1.8 What are his concurrent job commitments:
- 1.9 How does he propose to finance the work if awarded to him:

2. In case of Partnership

- 2.1 Name of Partners:
- 2.2 Whether the partnership is registered:
- 2.3 Date of establishment of firm:
- 2.4 If each of the partner of the firm pays Income tax over rs.10,000/- a year and if not, which of them pays the same:
- 2.5 Whether any partner of the firm is a Director of MRPL present or retired within the past 2 years.
- 2.6 Permanent Account Number:
- 2.7 What are the firm's profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years:
- 2.8 What are the firm's concurrent job commitments:
- 2.9 How does the firm propose to finance the work if awarded to him:

3. In case of Limited Company or Company Limited by Guarantees:

- 3.1 Amount of paid up capital:
- 3.2 Name of Directors:
- 3.3 Date of registration of Company:
- 3.4 Copies of the Balance Sheet of the company of the last two years:
- 3.5 Whether any of the Directors of the Company is a Director or is related to any Director of MRPL present or retired within the past 2 years.
- 3.6 Permanent Account Number:
- 3.7 What are the Company's profits/losses for the past 3 (three) years with a copy of the audited Balance Sheet for the past 3 (three) years
- 3.8 What are the company's concurrent job commitments:
- 3.9 How does the Company propose to finance the work if awarded to it:

NOTE: Reference is also invited to Clause 9.0 of General Instruction to the Tenderers forming part of GCC.



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Signature of Tenderer
Name & Address of the Tenderer

FORM-A2

Proforma for Earnest Money Deposit

The irrevocable Bank Guarantee (BG) in the following prescribed format if submitted against Earnest Money Deposit shall be subject to verification from the issuing Bank, the email ID of bank for the same must be incorporated in the BG.

The BG issued by the issuing Bank on behalf of Bidder/Contractor/Supplier in favour of "Mangalore Refinery and Petrochemicals Limited" shall be in paper form and also be made available under the "Structured Financial Messaging System" (SFMS).

A separate advice of the BG will invariably be sent by the issuing bank to the beneficiary's 'Bank through SFMS and SFMS transmission message reference number (currently 32 digits code) is to be sent along with BG directly to MRPL through speed post/regd. Post.

The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary: Mangalore Refinery and Petrochemicals Limited

Beneficiary Bank, Branch and address: Union Bank of India (Erstwhile Corporation Bank), MRPL Project Site, Kuthethoor Post Mangalore 575030, Karnataka

IFSC code: UBIN0905925

SWIFT Code: UBININBBMAP

MICR Code: 575026018

Any bank guarantee submitted in physical mode which cannot be verifiable through SFMS will not be accepted under any circumstances



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PROFORMA OF BANK GUARANTEE

(FOR EARNEST MONEY DEPOSIT AS APPLICABLE)
(On non-judicial paper of appropriate value)

To
Mangalore Refinery and Petrochemicals Limited
Mangalore

Dear Sirs,

In consideration of Mangalore Refinery and Petrochemicals Limited , having its Registered Office at Kuthethoor P.O Via Katipalla , Mangalore - (hereinafter called “the Owner” which expression shall include its successors and assigns), having agreed inter alia to consider the tender of (Name of the Tenderer) having its Head Office/Registered Office at (Address of the Tenderer) (hereinafter called the “Tenderer” which expression shall include its successors and assigns), for the work of..... (Name of the Project/ Work) at..... to be awarded under Tender No..... Upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money.

We (Name of the Bank), a Bank Constituted/Registered under the Act, having our Head Office/Registered Office at (hereinafter called the “Bank” which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Owner at Mangalore forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Owner, upto an aggregate limit of (Amount in figures and words).

AND THE BANK DOETH HEREBY FURTHER AGREES AS FOLLOWS:

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Owner on the Bank until the Owner discharges this Guarantee/Undertaking subject, however, that the Owner shall have no claims under this Guarantee/Undertaking after the midnight of200..... or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically extended for all claims and demands made by the Owner for further three months.

The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Owner against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these Presents and the Liability of the Bank

2. hereunder shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations



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hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the Owner to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Owner and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
4. The amount stated by the Owner in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Owner for the purpose of these Presents be conclusive of the amount payable by the Bank to the Owner hereunder.
5. The liability of the Bank to the Owner under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Owner, the Tenderer and the Bank and/or the Bank and the Owner or otherwise howsoever touching these Presents or the liability of the Tenderer to the Owner, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Owner in terms thereof.
6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Owner.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Owner to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.
8. Notwithstanding anything contained herein:
 - i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
 - ii) The guarantee/undertaking shall remain in force upto_____ and any extension(s) thereof; and
 - iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before_____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

The Bank doth hereby declare that Shri_____ (designation)_____ who is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This_____ day of _____ 20_____.

Yours faithfully

Signature:_____

Name & Designation:_____

Name of the branch:_____

FORM-B1

FORMAT FOR SPECIFIC WORK MEETING THE EXPERIENCE CRITERIA

(AS APPLICABLE IN NIT)

Bidder shall furnish their Experience for similar work with all details and documents as mentioned in this Specific Experience Format which are in conformity with Bidder's Qualification Criteria mentioned in Notice Inviting Tender. In case of more than one work, furnish details for all such Works.

S.NO.	DESCRIPTION	DETAILS
Details of similar works executed by bidder(Complying the requirement of BQC)		
1.	Name of Project and its location	
2.	Description of work	
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.	Contract Value: (a)Awarded (b)Final Executed (c) Component of relevant work experience asper BQC.	Rs. _____ — Rs. _____ Rs. _____

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	Milestone Dates	<ul style="list-style-type: none"> •Date of award: _____ •Starting date: _____ •Scheduled Completion Date: _____ •Actual Completion Date: _____ •Reasons for delay, if any: _____
--	------------------------	--

	DESCRIPTION	DETAILS
6.	Supporting Documents for Experience Criteria	<ul style="list-style-type: none"> • Whether copy of Work Order/Contract Agreement enclosed YES NO Ref.no. _____ Dated _____ <ul style="list-style-type: none"> • Whether Completion Certificate enclosed YES NO Ref. No.: _____ Dated _____ Date of Completion _____
7.	Supporting Document for Financial Criteria	<ul style="list-style-type: none"> • Whether Complete Annual Audited Financial Report Including P& L account is enclosed. YES NO If Yes, submitted for financial years 1. _____

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		2. _____ 3. _____
8.	Whether Worked as Contractor directly with Client or Sub-contractor of Contractor	Executed the work as <ul style="list-style-type: none"> • Main Contractor <input type="checkbox"/> • Sub-contractor <input type="checkbox"/>
9.	In case of Subcontractor, the relevant certificates/documents submitted as per NIT	<ul style="list-style-type: none"> • Submitted <input type="checkbox"/> • Not Submitted <input type="checkbox"/> <p>If submitted then reference number.....</p>
10.	CONFIRMATIONS	BIDDER'S CONFIRMATION
10.1	Confirm that the above work has been completed within the qualifying period as mentioned in NIT	Confirmed
10.2	Confirm that the above work is not an In-housework experience.	Confirmed
10.3	Confirm that the information/documentation furnished in this proforma are correct and in case of any original document is required by MRPL the same shall be submitted for Verification.	Confirmed
10.4	Confirm that all information/documentation for the work to be considered for qualification is Furnished in this proforma along with supporting documents as detailed NIT. Non submission of above required information/ documentation may lead to rejection of bid	Confirmed
10.5	Confirm the submission of following Formats/Certificates, as applicable towards fulfilment of Bidder Qualification Criteria: (i)Statutory Document (ii)Notarized document	If Yes, (Please tick mark \surd the applicable) YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>
10.6	Confirm that all documents furnished by the bidder in support of meeting the experience & financial criteria of BQC have been duly	Confirmed



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	certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/ firm) where audited accounts are not mandatory as per law or Notarized by a Public Notary in bidder's Country or self-certified by CEO or CFO or Company Secretary of the bidder (Limited company only) as per the provision of NIT.	
--	---	--

Note: Bidder to use separate format for different works.

SIGNATURE OF BIDDER

:

NAME OF BIDDER

:

COMPANY SEAL

:

ANNEXURE TO FORM-B1

DELETED



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FORM – B2

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

A. FINANCIAL DETAILS

S.NO.	FINANCIAL YEAR/ YEAR ENDING	ANNUAL TURNOVER (RS.)
1	Year 1 (20 - 20)	
2	Year 2 (20 - 20)	
3	Year 3 (20 - 20)	
NET WORTH OF IMMEDIATE PRECEDING YEAR AS PER AUDITED FINANCIAL RESULT		
WORKING CAPITAL OF IMMEDIATE PRECEDING YEAR AS PER AUDITED FINANCIAL RESULT		

NOTES:

- i) **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 networth 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 Networth 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



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Less: Deferred Revenue Expenditure to the extent not written off XX
Net worth XXXX

ii) **Working Capital calculation:** Working Capital shall be Current Assets minus Current Liabilities.

(Sign & Stamp of Bidder)



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FORM-C

COMPLIANCE TO BID REQUIREMENT

NAME OF WORK : -----

BIDDING DOC. NO.: -----

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(s) / Addendum(s) to the Bidding Documents, if any, for subject work issued by MRPL.

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

SIGNATURE OF BIDDER:

NAME OF BIDDER:

COMPANYSEAL:



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FORM-D (Sheet 1of 2)

**EXCEPTIONS AND DEVIATIONS
(FOR COMMERCIAL PART)**

SL.NO	REFERENCE OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO.	CLAUSE NO.		

NOTE: This shall be submitted separately for Commercial & Technical Sections

SIGNATURE OF BIDDER:

NAME OF BIDDER:

COMPANY SEAL:



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
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FORM-D (Sheet 2 of2)

**EXCEPTIONS AND DEVIATIONS
(FOR TECHNICAL PART)**

SL.NO	REFERENCE OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGENO.	CLAUSENO.		

NOTE: This shall be submitted separately for Commercial & Technical Sections

SIGNATURE OF BIDDER:

NAME OF BIDDER:

COMPANYSEAL



CONTRACT TO CARRY OUT SCAFFOLDING ERECTION/ DISMANTLING JOBS WITH CONTRACTOR'S MATERIALS FOR MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA

FORM-E

CHECKLIST FOR SUBMISSION OF BID

Bidder is requested of 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 check list **with each copy of the "Unpriced bid (Part-I)"**.

Please tick the box and ensure compliance:

- (1) Form of Bid as per FORM-A
Submitted
- (2) Power of Attorney in Favour of the person who as signed the bid.
Submitted
- (3) Information about Bidder as per FORM-A1
Submitted
- (4) EMD
Submitted
- (5) EMD details
DD No: _____
BG No: _____
Dated: _____
Amount: _____
Validity: _____
Name & Address of issuing bank:

- (6) Registered under Micro or Small Enterprise Development Act 2006 and claiming exemption From payment of EMD? Yes / No
If yes, copy of NSIC/ DIC / UAM registration Certificate uploaded Submitted/Not Submitted/Not Applicable
- (7) Integrity Pact (If Required as per Bidding Document)
Submitted
- (8) Documentation against Bidder meeting the BQC (Technical & Commercial) stipulated in NIT per FORM-B1 & B2 and as per NIT
(a) Submitted
(b) Not Submitted
- (9) Compliance to Bid Requirement as per FORM-C.
Submitted



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- (10) Exceptions / Deviations as per FORM-D both technical and commercial Part (Un-priced)
- Submitted
- (11) Reply to commercial questionnaire as per FORM-F with Bidder's Reply/ confirmation for each Sl.Nos.
- Submitted
- (12) Details of PF as per FORM-G
- Submitted
- (13) Employees Provident Fund Registration Certificate Submitted / Not Submitted /Not applicable
- (14) If EPF Registration is not available, duly acknowledged (by the EPF Authorities) copy of application or undertaking on Bidder's Submitted/ Not Submitted
- Company letterhead for obtaining the same in case of award/Not available of contract
- PF Code No: _____
- (15) ESI obtained from the Competent Authority Submitted / Not Submitted /Not applicable
- (16) If ESI No is not available, duly acknowledged (by ESI Authority) copy of application or undertaking on Bidder's Company letterhead for obtaining the same in case of award of contract Submitted / Not Submitted / Not available
- ESI No: _____
- (17) Declaration by the Bidder as per FORM-J Submitted
- (18) Declaration about current litigation/arbitration Submitted
- (19) Blank copy (without price) of Price Part Submitted
- (20) MOU/AOA/Partnership Deed Submitted
- (21) Declaration by Bidder regarding Blacklisting / Holiday listing Submitted, if Applicable
- (22) Undertaking for non-engagement of child labour as per FORM-K Submitted
- (23) Bidder's Bank Details as per FORM-L Submitted
- (24) Reply to Technical questionnaire (if enclosed in technical part) with Bidder's Reply/Confirmation for each Sl.No. Submitted (If applicable)
- (25) Technical Details/Documents specified in Technical part Submitted (If applicable)
- (26) Cancelled cheque of bidders bank account Submitted
- (27) Copy of PAN Card Submitted
- (28) Letter of Waiver as per Form-N Submitted

CONFIRM THE FOLLOWING

- (1) All pages of the bid have been page numbered in sequential Manner YES
- (2) Master Index and Copy of Addendum/ Amendment, if any, Has been submitted along with offer, duly signed and stamped on each page. YES



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(3) Blank copy (without price) of Price bid duly signed and stamped
On each page has been submitted. YES

(4) The bid has been submitted in line with requirements as specified
in Instructions to Bidders

YES

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANYSEAL : _____



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FORM-F

COMMERCIAL QUESTIONNAIRE

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

SL.NO.	MRPL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that your Bid is valid for 120 days months from the last date of submission of Bid.	
2.0	Confirm that EMD/Indemnity Bond (as applicable) as per bid stipulations have been furnished along with bid.	
3.0	Confirm that the following documents are submitted with Part-I:	
a)	All documents as per Form- E (CHECKLIST) & Clause 9.5 of ITB .	
b)	Master Index as enclosed with NIT is submitted in unpriced part duly signed and stamped on each page.	
c)	Copy of Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
4.0	Confirm that price has been submitted in an e-tender portal as per the manner stated in the ITB.	
5.0	Schedule of Rates/Price	
a)	Price must be filled in the Price bid Form uploaded in the e-tender portal. Please note that the format is not to be edited /altered by the bidder.	
b)	Confirm that rate/price has been quoted for all items of SOR.	<u>Not applicable being pre-priced tender.</u>
c)	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	



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6.0	Confirm your compliance to TERMS AND CONDITIONS of Bidding Document .Confirm your compliance to critical stipulations of bidding document as mentioned in SITB.	
SL.NO.	MRPL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
7.0	Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
8.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document	
9.0	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.	
10.0	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	
11.0	Confirm that your quoted price includes all taxes & duties as applicable for this Work in accordance with the provision of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).	
12.0	Confirm that your quoted price includes all types of insurance as per the provisions of GCC and SCC.	
13.0	Confirm that all costs resulting from safe execution of Work, such as safety practices, 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	
14.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document	
15.0	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.	
16.0	We confirm that we are not involved in any Litigation or Arbitration. OR We confirm that the current litigation/ arbitration in which We are 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 contractual Obligations under contract are performed.	



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17.0	Confirm that the Bidder is not under liquidation, court receivership or similar proceedings.	
18.0	Confirm Compliance to the following: i) Minimum required equipment's, tools & tackles to be mobilized as required. ii) Key Construction Manpower to be deployed at site as per SCC.	
19.0	Please confirm that your Bid does not have any deviation to terms and conditions of the Bidding Document.	
20.0	Confirm that you have uploaded the Bid on e-tender portal as per the instructions given in ITB.	
21.0	None of the Directors of BIDDER is a relative of any Director of Owner or the BIDDER is a firm in which any Director of Owner or his relative is a Partner or the BIDDER is a private company in which none of director of Owner is a member or Director.	
22.0	Confirm that all authenticated documents submitted for meeting the BQC are certified as per the authentication requirement defined in the bidding document.	
23.0	Bidder to confirm the submission of the following : a) Bank Guarantee for PBG upon Placement of Order. b) Bank Guarantee for Mobilisation Advance, if applicable.	<input type="text"/> <input type="text"/>

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



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FORM- G

DETAILS OF P.F. REGISTRATION

Bidder to furnish details of Provident Fund Registration:

PF RegistrationNo. :

District&State :

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

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :



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FORM – H

**BIDDER'S
TECHNICAL) QUERIES**

SL.NO	BIDDINGDOCUMENT		SUBJECT	BIDDER'SQUERY	OWNER'SREPLY
	PAGENO.	CLAUSENO.			

NOTE: Bidder's Queries may be sent by e-mail to: suman_lohar@mrpl.co.in / alokmd@mrpl.co.in *Submit the queries before 7 days from Bid download date.



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FORM-I

BIDDER'S QUERIES (COMMERCIAL)

SL. NO.	BIDDINGDOCUMENT		SUBJECT	BIDDER'SQUERY	OWNER'SREPLY
	PAGENO.	CLAUSENO.			

NOTE: Bidder's Queries may be sent by e-mail to: krishnaraj@mrpl.co.in *Submit the queries before 7 days form Bid download date.



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM-J

DECLARATION BY THE BIDDER

We (Name of the Bidder) here by represent that we have gone through and understood the Bidding Document (which is in two Parts) in Commercial Part (including Price)) and Technical Part 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 Commercial Part (including Price) and Technical Part of the 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 above Parts 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 indicated prices in Schedule of Rates (Short Description), which is print out of Short Description of SOR with prices, considering detailed description of items given in Schedule of Rates (Detailed Description) including Summary of Price and submitted in Price Bid in separately sealed envelope. 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 Rates (with detailed tem description) which has been issued to us in CD (PDF File) or downloaded as per the Bidding Document.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANYSEAL : _____

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



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM-K

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

Name of Work:

Bidding Doc. No.:

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 / We, either be for re award or during execution of Contract, commit at transgression through 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 execute do reclude 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



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM-L

VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS

**Please use additional copies of this form if your Company has additional Branches/ Divisions dealing with MRPL/
if Material/ Service/ Invoice will be provided from different GST Nos.**

Vendor data - ver-9

**To: GGM – Materials
Mangalore Refinery & Petrochemicals Ltd.,Kuthethoor P.O., via Katipalla,
Mangalore. (Karnataka), Pin Code-575030, INDIA**
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.

1. Vendor/ Contractor particulars:	
(i)	Name of the Company:
(ii)	Corporate Identity No. (CIN)
(iii)	Existing Vendor Code (given by MRPL)
(iv)	Complete Postal Address:
(v)	Pin code/ ZIP code:
(vi)	Telephone nos. (with country/area codes):
(vii)	Fax No.: (with country/area codes):
(viii)	Cell phone Nos.:
(ix)	Contact persons /Designation:
(x)	Email IDs:
2. Bank Account Particulars:	
(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)
3. Tax Registration numbers: *(Please fill in the applicable fields and attach relevant proofs)	
(i)	Income Tax PAN no.:
(ii)	Vendor type as per GST Act (tick any one) <input type="checkbox"/> Registered <input type="checkbox"/> Not Registered <input type="checkbox"/> Compounding <input type="checkbox"/> SE
(iii)	GST No.:
(iv)	TAN No.:
(v)	Registered address as per GST No.
(vi)	Contact Names, Nos.& email IDs for GST matters (Please mention primary and secondary contacts):
	Accounts Deptt.
	1.
	2.
	Material Dispatch Deptt./ Services Deptt.
	1.
	2.
(vii)	Are you registered under TReDS
	No/Yes with RXIL/ A-TREDS/M1xchange 10 digit Reg No-



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

4. Organization information (MSMEs refer to Micro, Small and Medium Enterprises Development Act, 2006):

(i)	Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Please Specify):	
(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:	
(iv)	Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):	
(v)	MSME Registration no. (with copy of registration)	
(vi)	UdyogAadhaar Memorandum no.	
(vii)	MSME-Women Entrepreneur	No/Yes
(viii)	Start-Up recognized by DIPP, Ministry of Commerce, Govt of India	No/Yes, copy of certificate from DIPP attached

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.

Name, Seal & Signature of Authorized Signatory for the Vendor with date

TO BE FILLED BY AUTHORISED BANKER OF THE VENDOR:

Certified that the Particulars as in Sr. No. 2 above are correct as per our records

Bank Seal & Signature with date



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM-M1

INTERGRITY PACT



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

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 रिक्राइमरी एण्ड पेट्रोकेमिकल्स लिमिटेड
Mangalore Refinery & Petrochemicals Ltd
मंगलूर Mangaluru - 575 030

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**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

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"

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

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**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

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 Principal 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 extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/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"

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

For "The Bidder/Contractor"

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**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

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"

शिवसुब्रमणी के SIVASUBRAMONI. K
मुख्य महा प्रबंधक (परियोजना - वाणिज्य)
CGM (Projects - Commercial)
मंगलूर रिफाइनरी एंड 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:.....



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM-M2

FORMAT FOR FURNISHING AFFIDAVIT W.R.T. INTEGRITY PACT

FORMAT OF AFFIDAVIT

AFFIDAVIT OF..... S/o D/o....., resident of

 EMPLOYEDAS..... WITH
HAVING OFFICE AT.....

PIN

I, the above named deponent do hereby solemnly affirm and state as under:-

1. That I am the authorized representative and signatory of M/s
2. Bidding entity M/s _____ is not involved in any case of transgression in terms of Integrity Pact Submitted for tender No 3200000857
3. I depose accordingly,

DEPONENT

VERIFICATION

I, the deponent above named, do hereby verify that the factual contents of this Affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at on this day of 20.....

DEPONENT

(on non-judicial stamp paper of appropriate value & duly notarized)



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM-N

FORMAT OF LETTER OF WAIVER

(ON LETTERHEAD OF BIDDER)

Name of Work: -----

Bidding Document No: -----

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 tender documents of Tender no and all Addenda issued by MRPL.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever thereto here to-before set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid submitted may be treated to conform in all respects, with the terms and conditions of the said tender documents including all Addenda.

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

**

For & on behalf of

Authorised signatory of Bidder

* Here fill in the name of bidder.

** The Letter of Waiver must be signed by the person(s) authorised to sign



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM- P

(TO BE GIVEN ON BIDDER'S LETTER HEAD)

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of company:

We hereby declare that we have not been placed on any holiday list or black list declared by Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of Bidder _____

Name of Signatory: _____

Place:

Date:



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM- P1

We hereby declare that we have not been blacklisted by Owner / Consultant on date of submission of bid), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

For & on behalf of

Authorised signatory of Bidder



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM-Q

(ON LETTERHEAD OF BIDDER)

We confirm that we are not involved in any Litigation or Arbitration.

OR

We confirm that the current litigation/ arbitration in which we are 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 contractual Obligations under contract are performed.

For & on behalf of

Authorised signatory of Bidder

STATEMENT OF CREDENTIALS

Tenderers should fill their technical offer by providing all information as follows (If not applicable- Please mention as 'N/A')

SI No	Particulars	Details
1	Name of the Firm	
2	Nature of the Firm (State whether Limited Company, partnership Firm, Co-op. Society or Sole Proprietor, Photocopies of documents Confirming constitution of the firm to be Enclosed)	
3	Year of Establishment	
4	Registration Number, if any	
5	Registered Postal Address	
6	Telegraphic Address, if any	
7	Telephone No. (s)	
8	Fax No. (s), if any	
9	E-mail ID, if any	
10	Address of Branches, if any	
11	Address on which Order /LOA to be placed	
12	Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No.(s).	
13	Permanent Income Tax No.	
14	Last Income Tax Clearance (Attach Photocopy)	
15	Name of Bankers & Branch with full address	
16	Type of Account & A/C No.	
17	Name (s) of Authorised Representatives (s) Note : Power of Attorney signed by the Director(s)/ Partners / Proprietor in favour of the authorized Person signing the tender documents must be enclosed.	

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

18	Type of job in which engaged as independent manufacturer contractor	
19	Maximum value of the Job the Contractor/ manufacturer is capable of Handling per year. (Furnish details of your Financial standing together with the Bank References and necessary Solvency certificate From their banker (Nationalised) as per Bank's Format).	
20	Were you associated with MRPL in any Other contract in the past	
21	Are you currently having any contract with MRPL	
22	Are you on the approved list of other Oil Cos/ Public Sector Undertakings / govt. Dept. Etc. If so, furnish true copies of Certificates certifying your performance	
23	Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job	
24	Furnish Audited Balance sheet for last 3 Years ending previous financial year	
25	Details of technical collaboration. Please provide Documentary support (Xerox copies) if any and the brief experience of the parties.	
26	Confirmed that Bank Guarantee for acceptance of the Security Deposit as per tender will be provided	
27	Brief Description of the job methodology/Quality Assurance :	
28	Details of Testing methods and equipments that will be made available	
29	Details of your Past Experience in the country (India) in this nature of job.	
30	Whether the bidder is put on Holiday list of any of the PSU. (If sought later, an affidavit to be produced later to MRPL.)	

Bidder shall provide details in the below format, of at least one Authorised Contact person in Bidder's organization with whom MRPL may correspond on the matter for seeking any clarifications:

1	<u>Primary Contact Details of the Bidder</u>	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

	Email IDs	
2	<u>Alternate Contact Details of the Bidder</u>	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	
	Email IDs	

Note: The Bidder to fill up the above and enclose along with Technical Bid.

Authorized Signatory

(With Company Seal & Signature)



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM-S

DECLARATION FOR LIQUIDATION/COURT RECIEVERSHIP

(ON LETTERHEAD OF BIDDER)

We confirm that we are not under Liquidation, Court Receivership or Similar Proceedings

For & on behalf of

Authorised signatory of Bidder

UNDERTAKING BY THE BIDDERS

(In letter head)

Tender No: _____

Name of the Work: _____

We _____ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum / addendum / clarification, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

We confirm that we have quoted the rates in the tender considering inter-alia the

- 1) Tender Document(s)
- 2) Scope of Work / Special Conditions of Contract/ Technical specification
- 3) Safety Policy
- 4) Pre-bid meeting Minutes (if any)
- 5) SOR / Price bid format
- 6) Corrigendum / Addendum/ Clarification (if any)

Place:

Signature of Bidder:

Date :

Name of Signatory:

Note: This declaration should be signed by the Tenderer's authorised representative on Company Letterhead who is signing the Bid and Scanned copy to be uploaded.

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AT
MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

TENDER NO. 3200000857

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

SL.NO.	HEADING
1.	Section – 1: Definitions
2.	Section – 2: General
3.	Section – 3 : Materials, Labour& Equipment
4.	Section – 4 : Performance of Work
5.	Section – 5 : Inspection, Testing & Quality Assurance
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20.	Form of Contract
21.	Form of Bank Guarantee for Security Deposit/Performance Bond
21.	Form of Bank Guarantee for EMD
23.	Form of Bank Guarantee for Advance payment

SECTION – I

DEFINITIONS

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

- 1.1.0.0 “Acceptance of Tender” shall mean the Acceptance of Tender issued by the OWNER to the CONTRACTOR, and shall include a letter, telegram or fax of acceptance or other notification of award of work, and a detailed Letter of Acceptance.
- 1.2.0.0 “Approval” shall mean the written and signed approval of the OWNER or of Engineer-in-Charge or Consultant authorized in this behalf by the OWNER, and with respect to a plan or drawing shall include an approval in Code 2, subject to the limitation(s) specified in such approval.
- 1.3.0.0 “Approval in Code 2” shall mean an approval to proceed with the work covered by plans or drawings subject to certain limitation(s) as specified in such approval.
- 1.4.0.0 The “Contract” shall mean the agreement between the parties as derived from the Contract Documents.
- 1.5.0.0 The “CONTRACTOR” shall mean Individual, Agency, Firm or Company (whether incorporated or not) selected by the OWNER for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
- The “Contract Documents” shall mean the contract documents as defined in Article I in the Form of Contract.
- 1.7.0.0 “Completion” or “Final Completion” shall mean the successful provision of all materials and inputs and the successful completion and conclusion of all activities required in all respects to complete the contractual works in accordance with the contract, but shall not include the obligation to rectify defects during the Defect Liability Period.
- 1.8.0.0 “Completion Certificate” shall mean the Completion Certificates issued by the Engineer-in-Charge in accordance with the provisions hereof.
- 1.9.0.0 “Commissioning” of a Plant or Unit shall mean pressing into service the unit(s), equipment(s), vessels, pipeline(s), machinery and systems and sub-systems comprising the Plant, in accordance with the approved Operation Manual and as per procedures recommended by the Designer/Process Licensor or Supplier thereof, and approved by the OWNER, after successful trial runs of the Plant/Unit.
- 1.10.0.0 “Consultant” shall mean the Consultant appointed by the OWNER for the Project or the Works.
- 1.11.0.0 “Consumables” shall mean all items which are consumed in the execution of the Work, without being directly incorporated in the Work, such as fuel, electricity, water, POL, welding rods, electrodes and utilities.
- 1.12.0.0 “Defect Liability Period” shall mean the defect liability period as specified in the Contract.
- 1.13.0.0 The “Engineer-in-Charge” shall mean the Engineer or other officer of the OWNER Consultants or other organization for the time being nominated by the OWNER in writing to act as Engineer-in-Charge for the purpose of the Contract or any specific works.

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- 1.14.0.0 “Final Certificate” shall mean the final certificate issued by the Engineer-in-Charge in accordance with the provisions hereof.
- 1.15.0.0 “General Manager” shall mean the Executive Director, General Manager or other Chief Executive (howsoever designated) of the Project to which the Contract relates, and if there is no such separate Chief Executive, shall mean the Executive Director (if any) or the General Manager, as the case may be, of Petrochemicals, Unit or Department of the OWNER to which the Project relates.
- 1.16.0.0 “Guarantee tests” shall mean all tests, undertaken after the Plant goes into operation and has stabilized, for ensuring that the functioning of the Plant meets all guarantees, as regards throughput, quality and magnitude/ quantity of output, at the final stage as well as at the stipulated interim stages of operation/process, as well as in respect of consumption of utilities, chemicals and catalysts, etc.
- 1.17.0.0 “Job Site” shall mean any site at which the work is to be performed by the CONTRACTOR, and shall include a part or portion of the job site.
- 1.18.0.0 “Manuals” shall mean the Erection and Installation Manual of the various equipment and machinery forming part of the Work(s) or Plant(s)/Unit(s) as well as the Operation and Maintenance Manuals thereof.
- 1.19.0.0 “Materials” shall mean all materials, plant, machinery, instruments, components, equipments, sub-assemblies and assemblies, parts, spares and other items or things required for permanent incorporation in the works.
- 1.20.0.0 “Mechanical Completion”, as applied to a Plant or Unit, shall mean the completion of civil works, erection, aligning and grouting of all mechanical and electrical equipment and piping, hydrostatic and other testing of all storage tanks, vessels, piping etc., all electrical and all utility connections to the equipment, mounting and fixing of all instruments, control systems and connecting them as required, testing and trial runs of all equipment on “no-load” and bringing the Plant to a state of readiness for pre-commissioning.
- 1.21.0.0 “Notified Claim” shall mean a claim of the CONTRACTOR notified in accordance with the provisions of Clause 6.6.1.0 hereof.
- 1.22.0.0 “Order” and “Instruction” shall respectively mean any written Order or Instruction given by the Engineer-in-Charge or Site Engineer within the scope of their respective powers in terms of the Contract.
- 1.23.0.0 The “OWNER” shall mean Mangalore Refinery and Petrochemicals Limited, a company incorporated in India and having its registered office at Kuthethur, Katipalla, Mangalore- 575 030 and shall include its successors and assigns.
- 1.24.0.0 “Plans” and “Drawings” shall mean and include all technical documentation such as maps, sketches, designs, drawings, plans, details, charts, schedules, tracings, prints, computer outputs, printouts, and manuals, relating to the work forming the subject matter of the contract, including but not limited to those forming part of the Tender Documents, Offer Documents, and working drawings and details, together with amendments/ alterations /revisions/modifications thereto, as may have been approved by and/or furnished by the OWNER, the Engineer-in-Charge and/or the Consultant, as well as “As-Built” drawings to be submitted by the CONTRACTOR as required under the contract.
- 1.25.0.0 “Pre-commissioning” shall mean the activities to be taken up before the taking up of Start-up, Commissioning and trial runs of the Plant/Unit, and shall include, without being limited to, all operations such as checking of all systems, subsystems, piping and vessels, flushing with air, water and steam, air-blowing and steam-blowing, system pressure and leak tests, purging with inert gas as required, checking all electrical equipment for earthing, resistances, operability tests and cold run on all operating equipment, vessels and systems individually and in combination, integration of all control systems with one another and with the main control system, and completion of all operation detailed under the head, “COMPLETION OF CONSTRUCTION” in API-700.

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- 1.26.0.0 “Progress Schedule” shall mean the Progress Schedule established by the CONTRACTOR and approved by the Engineer-in-Charge for completion of the work(s) within the time schedule in accordance with the provisions hereof and failing such Progress Schedule, shall mean the Progress Schedule established by the Engineer-in-Charge in accordance with the provisions hereof.
- 1.27.0.0 “Performance Test(s)” shall mean all tests meant to ensure that the Plant(s)/ Unit(s) is/are in all respects in accordance with the requirements of the Contract and that the Plant functions properly and smoothly, in all respects as per the approved design parameters, within the permissible tolerances, and satisfy all the stipulated operating parameters, and will include the Guarantee Tests.
- 1.28.0.0 “Project” shall mean the project embracing the work(s) forming the subject matter of the Contract.
- 1.29.0.0 The “Site Engineer” shall mean the Engineer(s)/Officer(s) for the time being designated by the Engineer-in-Charge as his representative(s) in writing, and authorized by him to assist him in performing his duties and functions for the purpose of the Contract.
- 1.30.0.0 “Plant” or “Unit” shall mean the grouping of and assembly of systems, subsystems, machinery, equipment, piping and associated facilities, designed to function as a cognizable part of the Project Facility whether alone or in conjunction with other Plants/Units and Facilities. (Examples: Distillation Unit, Reformer Unit or Desulphurisation Unit).
- 1.31.0.0 “Schedule of Rates” or “Price Schedule” shall mean the Schedule of Rates or Price Schedule annexed to the Acceptance of Tender, and shall also include a lump sum price.
- 1.32.0.0 The “Specification(s)” shall mean the various specifications as set out in the Specifications forming part of the Tender Documents and as referred to and derived from the Contract and any order(s) or instruction(s) thereunder, and in the absence of any specifications as aforesaid covering any particular work or part or portion thereof, shall mean the Specifications and Codes of the Bureau of Indian Standards and other Organizations, including but not limited to British Standards Institution, ASTM, ASME, ANSI, API, AWS, AWWA, NACE HEI, IEC, IBR, IEEE, EIL, CPWD, etc. with such modifications as may be applicable for the particular part(s) of the Contract, as decided by the Engineer-in-Charge and as per Standard Engineering and Industry Practice and/or as directed by the Engineer-in-Charge.
- 1.33.0.0 “Security Deposit” shall mean the Security Deposit as specified in Clause 2.1.0.0 hereof and associated clauses there under.
- 1.34.0.0 “Subsystems” shall mean the further breakdown of a System into its subsections and sub-components, each designed to fulfill a precisely demarcated function or role in the working of the system. (Example: Demineralization of boiler feed water and fuel injection for boilers for the Steam Generation system).
- 1.35.0.0 “Start-up” shall mean all activities required to be performed after pre-commissioning and prior to trial operation and shall include final pre-commissioning inspection and check out of equipment, vessels and system(s) and supporting sub-system(s), initial operation of complete equipment and system within the Plant/Unit to obtain necessary pre-trial operation data, confirmation and correction of calibration, shutdown inspection and adjustment and other steps required to be taken prior to enable commissioning/trial operation.
- 1.36.0.0 “System” shall mean the breakdown of the Plant or Unit into specific sections and components; each designed to fulfill a precisely demarcated function or role in the working of the Plant/Unit (Examples: Fresh water system, circulating water system, steam and power generation and distribution system, fuel system, effluent system in a Power Plant).
- 1.37.0.0 “Time Schedule” shall mean the Time Schedule for final completion of the Works or Mechanical Completion of the Plant(s)/Unit(s) as the case may be, incorporated in the Contract or as may be extended by the OWNER or Engineer-in-Charge pursuant to the provisions hereof and shall include interim time schedules set up for achieving interim/phase-wise/stage-wise

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progress/completion/testing/commissioning/handing over, as may be prescribed by the Engineer-in-Charge, within the overall Time Schedule as originally envisaged or as extended.

- 1.38.0.0 The “Total Contract Value” shall, upto calculation of the entire remuneration due to the CONTRACTOR in terms of the contract on successful completion of the work, mean the Total Contract Value as specified in the Acceptance of Tender, and after calculation of the entire remuneration due to CONTRACTOR under the contract on successful completion of the contract, shall mean the total of such remuneration.
- 1.39.0.0 “Utilities” shall mean power, electricity, gas and other sources of energy, water, earth and other things whatsoever (other than materials and consumable(s)) required for or in the performance of the work(s).
- 1.40.0.0 “Work”, “Scope of Work”, “Service”, and “Scope of Services” shall mean the total work, services and activities to be performed or undertaken and the total responsibilities to be discharged, as envisaged by expression or implication in the contract and shall include all inputs required for such performance and discharge including (but not limited to) know-how, design/engineering inputs, preparation and supply of drawings and details, project management (including pre-construction activities, tendering, procurement, inspection and expediting), construction supervision, pre-commissioning, start-up and commissioning and supply of consumables, labour, construction and other requisite machinery and equipment, utilities and inputs required for, relative or incidental to and/or in connection with the performance of the contract upto completion (including testing, commissioning, handing over, troubleshooting, rectification, maintenance and defect liabilities).

SECTION – 2

GENERAL

2.0.0.0 INTERPRETATION OF CONTRACT DOCUMENTS:

- 2.0.1.0 Singular and Plural: Where the context so requires, words importing the singular also include the plural and vice versa.
- 2.0.2.0 Masculine and feminine: Where the context so requires, words importing the masculine gender shall also include the feminine gender and the neutral gender and vice versa.
- 2.0.3.0 Meanings: Unless expressly stipulated to the contrary in this contract: (i) the words “direction(s)/directed”, “instruction(s)/instructed,” “order(s)/ordered,” “requirement(s)/ required”, “permission(s)/permitted”, “approval(s)/ approved”, shall mean the written directions, instructions, orders, requirements, permissions or approvals, as the case may be, of the OWNER or of the Engineer-in-charge. (ii) The words “as felt”, “considered necessary”, “acceptable”, desirable” or “satisfactory”, shall mean that the OWNER or Engineer-in- Charge feels or considers that the particular thing is necessary, acceptable, desirable, or satisfactory, as the case may be.
- 2.0.4.0 Language: All documents pertaining to the contract, including drawings, manuals and any other writings shall be in the English Language. The translations, if any, in Hindi or any other language, as may be furnished by the OWNER of any of the documents forming the contract, shall not anyway operate as the contract between the parties or regulate upon the terms and conditions of the Contract Documents with the intention that all rights and obligations of the parties in terms of Contract Documents and any reference to the Contract or Contract Documents or any of them shall be deemed the rights and obligations arising out of the Contract Documents as written in English and/or Contract or Contract Documents or any of them as written in English; and no claim, dispute, difference or other objection will lie or will be entertained by the OWNER on account of any difference in the import or interpretation between any provision in the Hindi or any other language translation of the Contract documents and the Contract Documents in English.
- 2.0.5.0 Measurement Units: The metric system of measurement units shall be used in the contract, unless otherwise expressly stipulated.

- 2.0.6.0 The several Contract Documents forming the contract are to be read together as a whole and are to be taken as mutually explanatory.
- 2.0.7.0 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or error, omission or contradiction therein or in any of them, the CONTRACTOR shall, prior to commencing the relative work, apply in writing to the Engineer-in Charge for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the CONTRACTOR fail to apply to the Engineer-in-Charge for his decision, as aforesaid, prior to commencing the relative work, the CONTRACTOR shall perform the said work at his own risks, and the provisions of Clause 2.0.10.0 hereof shall apply to any such work performed by the CONTRACTOR.
- 2.0.8.0 Notwithstanding anything provided in Clause 2.0.7.0 hereof above, either the CONTRACTOR or the Site Engineer may at any time prior to, during or after the execution of the work or any part thereof (if the CONTRACTOR has failed to make an application as provided for in Clause 2.0.7.0) apply to the Engineer-in-Charge in writing for his decision in resolution of any doubt, ambiguity or contradiction, in the Contract Documents or any of them for the correction of any error or omission therein, as the case may be.
- 2.0.9.0 The decision of the Engineer-in-charge or any application under-Clause 2.0.7.0 or Clause 2.0.8.0, hereof shall be in writing and shall be final and binding upon the CONTRACTOR and shall form part of the Contract Documents, with the intent that the Contract Documents shall be read as though the said decision is and was at all times incorporated therein.
- 2.0.10.0 In the event of the CONTRACTOR having already performed or executed any work at variance with the decision of the Engineer-in-Charge as aforesaid, then, notwithstanding payment in respect of such work having been made to the CONTRACTOR, such work shall be deemed to be a defective work and the provisions of Clause 5.1.4.0 hereof and associated clause there under shall apply thereto.
- 2.0.11.0 Any work shown, indicated or included in the job Description, Plan(s), Drawing(s), Specifications and/or Schedule of Rates shall be deemed to form part of the work, notwithstanding failure to show, indicate or include such work in any other or others among the Documents aforesaid with the intent that the indication or inclusion of the work within any one of the said documents shall be deemed to be a sufficient indication or inclusion of the work within the work covered by the contract.
- 2.0.12.0 No verbal agreement, assurances, representations or understanding given by any employee or officer of the OWNER or so understood by the CONTRACTOR, whether given or understood before or after the execution of the contract, shall anyway bind the OWNER or alter the Contract Documents unless specifically given in writing and signed by a person specifically authorized by the OWNER and given as an Agreed Variation to the relative term(s) in the Contract Documents.
- 2.0.13.0 Clause headings given in this or any other Contract Document are intended only as, a general guide for convenience in reading and segregating the general subject of the various clauses, but do not form part of the Contract Documents, with the intent that the clause headings shall not govern the meaning or importation of the clauses there under appearing or confine or otherwise affect the interpretation thereof.
- 2.0.14.0 In case of irreconcilable conflict in non-technical matters between the provisions in the separate contract documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:
1. Formal Contract
 2. Acceptance of Tender
 3. Price Schedule annexed to Letter of Acceptance.
 4. Agreed Variations annexed to the Letter of Acceptance.
 5. Addenda to the Tender documents.
 6. Special Conditions of Contract
 7. Special Instructions to Tenderers/ Bidders

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8. General Conditions of Contract

9. Instructions to Tenderers

A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents.

2.0.15.0 In case of irreconcilable conflict in technical matters between the provisions in two separate contract documents concerning or governing the same aspect, clauses 2.0.7.0 and 2.0.8.0 shall be applied.

2.1.0.0 **SECURITY DEPOSIT:**

2.1.1.0 The CONTRACTOR shall furnish Security Deposit in the amount equivalent to 10% (ten percent) of the total contract value. Such Security Deposit is to be held by the OWNER as security for the due performance of the Contractor's obligations under the contract.

2.1.1.1 The CONTRACTOR shall, within 30 (thirty) days of the receipt of Acceptance of Tender issued by the OWNER, deposit Security Deposit in an amount equal to 10% (Ten percent) of the total contract value as aforesaid, in one or more of the following modes, subject to the stipulation(s) contained in the said Acceptance by the OWNER.

- a) By Demand draft/Pay Order drawn on a Banking Branch of a Nationalized/Scheduled Bank payable to the OWNER at the location where the Office of the OWNER is situated.(cheques shall not be accepted).
- b) If the Earnest Money Deposit has been made in cash or by Demand Draft, the CONTRACTOR may be permitted to adjust the same towards part of the Security Deposit and pay the balance in the manner stipulated at (a) above.
- c) By Bank Guarantee(s) in the prescribed form as included in the Tender Documents, from a Scheduled Bank in India acceptable to the OWNER, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000/- (Rupees One Lakh only). This Bank Guarantee shall be valid upto a period of 3 (three) months beyond the end of the Defect Liability period.

2.1.1.2 The Earnest Money deposited by the CONTRACTOR along with his Tender shall, unless it has been adjusted in accordance with clause 2.1.1.1(b) above, be refunded by the OWNER, after the Security Deposit, has been deposited by the CONTRACTOR.

2.1.1.3 If at any time during the course of the work, the gross value of the work, as reflected by the Running Bills submitted by the CONTRACTOR has in the opinion of the OWNER (which shall be final and binding on the CONTRACTOR), exceeded or is likely to exceed the Total Contract Value indicated in the acceptance of Tender, the CONTRACTOR shall be bound to pay further Security Deposit as will make up the total Security Deposit to 10% (ten percent) of the then anticipated Contract Value, failing which the OWNER shall be at liberty to make such deductions towards Retention Money(ies) from the CONTRACTOR's Running Bills, and will, at all times, ensure that the Security Deposit does not fall below 10% (ten percent) of the gross value of the work, as reflected by the gross payments made to the CONTRACTOR, without taking into account any deductions. If the shortfall in Security Deposit is discovered after completion of the work, the shortfall shall be made good by the CONTRACTOR on demand from the OWNER, failing which, it will be recovered from any money(ies) due to the CONTRACTOR from the OWNER under this contract and/or any other contract with the OWNER.

2.1.1.4 If after completion of the work, the Total Contract value falls below the Total Contract Value as indicated in the Acceptance of tender, such that the total Security Deposit (made up of Security Deposit and Retention Money(ies) or otherwise) in the hands of the OWNER is in excess of the Total Security Deposit calculated at 10% (ten percent) of the reduced contract value, such excess amount, as is in the form of cash in the hands of the OWNER, shall be refunded to the CONTRACTOR along with the Final Bill. If the Security Deposit furnished by the CONTRACTOR to the OWNER in the form of Bank Guarantees is in excess of the full Security Deposit calculated

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on the contract value, by over Rs. 1 lakh, the CONTRACTOR shall be permitted to replace the Bank Guarantee(s) already submitted, by Bank Guarantee(s) to cover the reduced value of Security Deposit.

- 2.1.1.5 The Security Deposit shall be held by the OWNER as security for the due performance of the CONTRACTOR's obligations under the Contract. PROVIDED that nothing herein stated shall make it incumbent upon the OWNER to utilize the Security Deposit in preference to any other remedy which the OWNER may have, nor shall be construed as confining the claims of the OWNER against the CONTRACTOR to the quantum of the Security Deposit.
- 2.1.1.6 The Security Deposit including the Earnest Money/Retention money(ies), and other withheld amounts from the Running Account Bill(s), if any, at any time remaining in the hands of the OWNER shall be free of any liability for payment of any interest to the CONTRACTOR.
- 2.1.1.7 Upon determination of the contract prior to completion of work(s) for any cause, the OWNER shall in so far as the Security Deposit constitutes cash, refund and in so far as the Security Deposit is in any other form, release/discharge/return, as the case may be, to CONTRACTOR the unutilized balance of the Security Deposits, if any, for the time being remaining in the hands of the OWNER after settlement of accounts and discharge of all amounts due from the CONTRACTOR to the OWNER and fulfillment of all obligations of the CONTRACTOR.
- 2.1.1.8 In case Mobilization Advance is paid to the CONTRACTOR under the provisions of Clause 6.4.5.0 hereof, it shall be permissible for the CONTRACTOR to furnish a Composite Bank Guarantee to cover both Mobilization Advance as well as Security Deposit, which shall be subject to the following conditions:
- The Composite Bank Guarantee will be for a value equivalent to the advance plus 10% (ten percent) of the Total Contract Value and shall be kept valid unto 3 (three) months beyond the expiry of the Defect Liability Period;
 - Recoveries will be effected from each Running Account Bill at the rate of 10% (ten percent) of the gross bill value, till the entire Mobilization Advance (together with interest accrued thereon) is fully recovered.
 - All the other stipulations hereof in respect of Security Deposit shall apply.
- 2.1.1.9 The CONTRACTOR shall from time to time at the request of the OWNER suitably extend the validity of any Bank Guarantee (whether furnished by way of Security Deposit or Composite Bank Guarantee) or to secure any advance for such period(s) as may from time to time be required by the OWNER failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee.

2.2.0.0 PLANS, DRAWINGS, SPECIFICATIONS AND APPROVALS TO BE FURNISHED BY THE OWNER.

- 2.2.1.0 Plan(s) and drawing(s) and other information forming part of the Tender Documents shall constitute only a general guidance to enable the CONTRACTOR to visualise the work, and/or supplies contemplated under the Contract. These have been prepared and released in good faith on the basis of information available to the OWNER. The OWNER assumes no responsibility as to the correctness thereof, and the CONTRACTOR is expected prior to tendering to have undertaken a complete and independent survey and to have made his own study of all factors relevant to the performance of the work or making the supplies.
- 2.2.2.0 Detailed working plan(s), drawing(s), any specification(s) and approval(s) required to be furnished by the OWNER for the actual execution of the work, shall be furnished from time to time as and when required during the execution of the work.
- 2.2.3.0 It shall be the exclusive responsibility of the CONTRACTOR to call upon the Engineer-in-charge (in respect of approvals to be furnished by the OWNER) for and to pursue and obtain from the Engineer-in-Charge any plan(s), drawing(s), specification(s) or approval(s) required to be furnished

to the CONTRACTOR under the contract for the proper execution of the work or any particular item or job therein or the making of any supply, as the case may be, as and when required, sufficiently in advance of the stage of delivery of the materials or of the commencement or progress of the work for the performance or continuance of which the same shall be required. Any failure by the CONTRACTOR to do so shall be entirely at the risks and costs of the CONTRACTOR and shall not constitute a ground for the extension of time, unless the Engineer-in-Charge shall fail to provide the CONTRACTOR plan(s) drawing(s), specification(s) or approval(s) or disapproval(s) as the case may be within 15 (fifteen) days of notice by the CONTRACTOR to the Engineer-in-charge specifically stating the drawing(s) specification(s) or approval(s) which is/are pending and the period for which it/they are pending the reasons(s) for which they are pending and that the notice is being given pursuant to the provisions of this clause on the clear understanding that, if the plan(s), drawing(s), specification(s) or approval(s) or disapproval(s) is/are not granted within 15 (fifteen) days, the CONTRACTOR will be making claim for deemed approval pursuant hereto. If thereafter, said notice notwithstanding, the approval or disapproval, as the case may be, is not granted within 15 (fifteen days) the relative approval(s) in Code 2 shall be deemed to have been granted and the relative approval shall at the request of the CONTRACTOR be certified thereon by the General Manager and the CONTRACTOR shall proceed with the work accordingly, without entitlement to any extension of time on this account.

- 2.2.4.0 The CONTRACTOR shall carefully study the plans/drawings furnished to him, in conjunction with all other connected plans/drawings and other Contract documents and shall bring to the notice of the Engineer-in-Charge for clarification/correction any ambiguity, error, discrepancy, contradiction or omission therein prior to the execution of the related work(s) or undertaking the related supply(ies) as the case may be, and the provisions of Clause 2.0.9.0 hereof shall mutatis mutandis apply to such clarification or correction.
- 2.2.4.1 Any work performed by the CONTRACTOR in absence of or contrary to such clarification/correction, shall be at the CONTRACTOR's risks and responsibilities and the provisions of Clauses 2.0.10.0 and 5.1.4.0 hereof and associated clauses there under with respect to defective works shall apply thereto.
- 2.2.5.0 Notwithstanding anything to the contrary in the Contract Documents expressed or implied, and notwithstanding the absence of any ambiguity, error, discrepancy, contradiction or omission in the plans/drawings as aforesaid, the OWNER shall be entitled at any time before or during execution of the related work(s) to amend/modify or alter any plan(s), drawing(s) or specifications furnished to the CONTRACTOR by the OWNER and the CONTRACTOR shall thereafter perform and/or continue to perform the related work(s) according to the amended/modified/alterd plans/drawings/specifications without entitlement to any extra remuneration and should the CONTRACTOR execute any relative work(s) at variance therewith (notwithstanding that the CONTRACTOR shall have already been made any payment in respect thereof), the provisions of Clause 5.1.4.0 hereof and associated clauses there under relating to defective works shall apply thereto, provided that :
- (i) If any such amendment/modification/alteration shall in the opinion of the CONTRACTOR, necessitate an extension of time for completion, the provisions of Clause 4.3.5.0 hereof and clauses, related thereto shall apply.
 - (ii) If such amendment or modification shall in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the CONTRACTOR) necessitate the performance of any work not covered by the Schedule of Rates or the lump sum price, as the case may be, the remuneration for such work or portion or item thereof, as the case may be, not covered by the Schedule of Rates or lump sum price, as the case may be, shall be determined in accordance with the provisions of Clause 2.4.1.2 hereof.
- 2.2.6.0 Copies of all plans and drawings relating to work(s) shall be kept and maintained at the CONTRACTOR's office at the site and shall be made available to the Engineer-in-Charge and Site Engineer for inspection and reference at any time during the execution of work.

2.2.7.0 All plans and drawings furnished by the OWNER to the CONTRACTOR shall be and remains the property of the OWNER and shall be returned by the CONTRACTOR to the OWNER on completion of the works or prior determination of the contract.

2.3.0.0 PLANS, DESIGN, DRAWINGS & SPECIFICATIONS TO BE FURNISHED BY THE CONTRACTOR

2.3.1.0 Where the CONTRACTOR, shall within the scope of work, be required to prepare or furnish any plan(s), drawing(s), design(s) or specifications in respect of the work or any particular work, the CONTRACTOR shall within 15 (fifteen) days (or such other period as the OWNER may prescribe in this behalf) of receipt of notification of Acceptance of Tender or within 15 (fifteen) days before the proposed date of commencement of the relative work, whichever shall be earlier, submit to the OWNER for approval the relative plan(s), drawing(s), design(s) or specification(s). The OWNER shall be entitled at any time to suggest any amendment(s)/modification(s) in the plans, designs, drawings or specifications and the CONTRACTOR shall thereupon either convince the OWNER of the un-necessity in whole or portion of such amendment/modification or shall implement the same and shall cause the plans, drawings, designs or specifications to be accordingly amended, provided that no such approval of or amendments or modifications in the plans, drawings, designs or specifications by or suggested by the OWNER shall anyway absolve the CONTRACTOR of any of his obligations, responsibilities or liabilities under the Contract inclusive of and relative to the utility and suitability of the CONTRACTOR's plans, drawings, designs or specifications for the relative work(s) and the fulfillment of all specifications and performance guarantees of the consequent works, any such approval is intended only to satisfy the OWNER of the prima facie suitability of plan, drawing, design or specification and any such suggestion by the OWNER as aforesaid or otherwise is intended only by way of suggestion to the CONTRACTOR to meet the contractual requirements, without any attendant liability upon the OWNER.

2.3.2.0 The CONTRACTOR shall not permit any work to be done or any installation, material or equipment to be supplied or fabricated or erected at variance with plans, drawings, designs or specifications approved by the OWNER and/or amended or modified as aforesaid.

2.3.3.0 Unless otherwise required, at least 3 (three) sets of all approved plans, drawings, designs and specifications prepared by the CONTRACTOR, together with similar set of all revisions, amendments, and modifications therein shall be lodged with the OWNER for the record of the OWNER. Such sets of plans, drawings, designs and specifications shall be signed by the CONTRACTOR and shall indicate thereon the number and date of each revision, amendment and/or modification of communication by the OWNER or any consultant appointed by the OWNER for or relative to the approval thereof.

2.4.0.0 ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS, ORDERS AND INSTRUCTIONS

2.4.1.0 In addition to the provisions of Clause 2.2.0.0 and associated clauses there under, the Engineer-in-Charge and/or Site Engineer shall have the power, by written notice to the CONTRACTOR at any time prior to or in the course of the execution of works or any part thereof, to alter or amend the specifications, orders and/or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or design and the CONTRACTOR shall carry out the related work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be, on the same terms and conditions in all respects, subject to the provisions of Clause 2.4.1.2 hereof.

2.4.1.1 If such alteration or amendment shall, in the opinion of the CONTRACTOR, necessitate an extension in the time for completion, the provision of Clause 4.3.5.0 hereof and related clauses with regard to the extension of time, shall apply.

2.4.1.2 (a) If such alteration or amendment shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the CONTRACTOR), necessitate the performance of any work not covered by the schedule of Rates, the remuneration for such work or

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portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner:

- (i) If it is possible to derive the rate(s) for such work or items of work from any of the items of material and/or work covered in the Schedule of Rate(s), the rate(s) for the relative works/items shall be the rate(s) arrived at on the basis of such derivation. The opinion of the Engineer-in-Charge as to whether or not the relative rates can be derived from the rates for the items of material and/or work included in the Schedule or Rates and the consequent derivation of rate(s) on basis thereof shall be final and binding upon the CONTRACTOR.
- (ii) If, in the opinion of the Engineer-in-Charge, the relative rate(s) shall not be derivable within the provisions of paragraph (i) hereof above, the relative rate(s) shall be the rate(s) for the work or items of work settled as follows:

An analysis of the rate for the completed work or items shall be prepared by taking (if and so far as applicable):

- A) Issue rate(s) for materials supplied by the OWNER, if applicable;
 - B) Materials supplied by the CONTRACTOR and incorporated in the permanent works at the rate(s) (if any) for material specified in the relevant Schedule forming part of the Contract; and
 - C) Labour cost at rate(s) for labour, if any, specified in the relevant Schedule forming part of the Contract.
- (iii) The opinion of the Engineer-in-Charge as to the quantity of material and/or labour involved shall be final and binding on the CONTRACTOR.
 - (iv) In the event of any item of material or labour involved not being covered by the relevant schedule forming part of the Contract for the purpose of determining the rates in terms of items (B) and/or (C) of paragraph (ii) above, market rates shall be taken into account for such items of materials and labour as are not covered by the relevant schedules forming part of the contract and there shall be added thereto 15% (fifteen percent) to cover CONTRACTOR's supervision, overheads and profits. For the purpose of clarification, it is stated that 15% (fifteen percent) addition shall apply only for any item not covered by the relevant schedule of the Contract.
 - (v) The opinion of the Engineer-in-Charge as to whether or not any particular item(s) of material(s) or labour involved is covered by the relevant Schedule(s) and if not as to the market rate(s) thereof shall be final and binding upon the CONTRACTOR.
 - (b) If any alteration, amendment or modification shall, in the opinion of the Engineer-in-charge (whose opinion in this behalf shall be final and binding upon the CONTRACTOR) result in a reduction or increase or change in the work or supply covered by the lumpsum Price so as to render unreasonable the lump sum Price, the OWNER and the CONTRACTOR shall negotiate a suitable increase or reduction, as the case may be, in the lump sum Price, and failing agreement on a negotiated rate for the item by appropriate reduction/increase, as the case may be, the Engineer-in-Charge shall fix the reduction or increase as he considers reasonable in the circumstances to the lump sum Price, and the lump sum Price shall be deemed to be accordingly amended to the extent applicable to the work covered by the alteration or amendment.

2.4.1.3 Pending finalization in respect of the revised rate of any item in the Price Schedule or increase/reduction in the lump sum Price pursuant to the provisions of clause 2.4.1.2 hereof, the CONTRACTOR shall continue and be bound to continue and perform the works and/or make the supply to completion in all respects according to the contract (unless the contract or works be determined by the OWNER) and the CONTRACTOR shall be liable and bound in all respects under the contract.

2.4.2.0 The rate(s) for any work determined in accordance with the provisions of Clause 2.4.1.2 above shall for the purpose of the Contract with respect to the work or item of work or supply affected by such amendment, alteration or modification be deemed to be rate(s) for such work or item(s) of work within the Schedule of Rates, or the lump sum Price, as the case may be.

2.4.3.0 The CONTRACTOR shall not be entitled to any compensation in addition to the payment for the work actually performed by the CONTRACTOR calculated on the basis of the Schedule of Rate(s) or lump sum Price or as provided for in Clause 2.4.1.2 hereof, as the case may be, as a result of any amendment or variation in the specification, orders, instructions, plans, designs or drawings notwithstanding that such alteration(s)/ variation(s) may have resulted in a reduction of the total quantum or value of the work involved under the Contract, except as provided for in clause 2.6.2.0 hereunder.

2.5.0.0 ALTERATION IN THE SCOPE OF WORK

2.5.1.0 The OWNER may, at any time(s) before or after the commencement of the work, by notice in writing issued to the CONTRACTOR, alter the scope of work by increasing or reducing the works or the jobs required to be done by the CONTRACTOR or by adding thereto or omitting there from any specific works or jobs or operations or by substituting any existing works or jobs or operations with other works or jobs and/or operations or by requiring the CONTRACTOR to perform any additional works in or about the job site, and upon receipt of such notice the CONTRACTOR shall execute the job(s) as required within the altered scope of work.

2.5.2.0 If any alteration in the scope of work shall, in the opinion of the CONTRACTOR, necessitate any extension in the time for completion, the provisions of Clause 4.3.5.0 hereof and associated clauses with regard to the extension of time shall apply.

2.5.3.0 (a) If such alteration shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the CONTRACTOR), necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by Schedule of Rates shall be determined in accordance with the provisions of Clause 2.4.1.2 hereof.

(b) If in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the CONTRACTOR) any alteration in the scope of the work shall result in any reduction or increase or change in the work or supply covered by the lump sum price so as to render unreasonable the lump price, the lump sum Price shall be increased or reduced, as the case may be, in accordance with Clause 2.4.1.2 hereof.

2.5.3.1 Providing determination of the rates aforesaid, the provisions of clause 2.4.2.0 shall mutatis mutandis apply.

2.5.4.0 The CONTRACTOR shall not be entitled to any compensation in addition to the payment for the work actually performed by the CONTRACTOR calculated on the basis of the Schedule of Rates or lumpsum Price or as provided in Clause 2.4.1.2 hereof, as the case may be, as a result of any alteration in the scope of work notwithstanding that such alteration may have resulted in a reduction in the total quantities or value of work-involved, except as provided for in clause 2.6.2.0 hereunder.

2.6.0.0 QUANTITIES OF WORK

2.6.1.0 Subject to the provisions of Clause 2.6.2.0 hereof, the quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the OWNER shall not be liable for any increase or decrease in the actual quantities of work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted or in the lump sum price or for any claim for additional compensation, damages or loss or profits or otherwise, with the intent that the CONTRACTOR shall notwithstanding the quantities mentioned in the Form of Schedule of Rates

only be entitled to payment in respect of actual quantities of work performed in terms of the contract and measured in the Final Measurements, notwithstanding the percentage of increase or shortfall in such quantities and notwithstanding that the total contract value for the completed works on finalization of all dues to the CONTRACTOR under the contract shall be less than the total contract value as specified for the purpose of Security Deposit in the Acceptance of Tender.

2.6.2.0 If, as a consequence of such amendments/variations/alterations/modifications/reductions, as envisaged in clauses 2.4.0.0 and/or 2.5.0.0 hereof and associated sub clauses thereunder, or pursuant to Clause 2.6.1.0 hereof, the quantities of work and the gross value of work actually performed by the CONTRACTOR as valued on finalization of all dues to the CONTRACTOR under the contract, shall be less than 80% (eighty percent) of the Total contract value, then the CONTRACTOR shall be entitled to 10% (ten percent) of the amount by which the reduced contract value as aforesaid falls short of 80% (eighty percent) of the total contract value by way of allowance for the advantage (including profit) which the CONTRACTOR may have anticipated on the execution of the work up to the total contract value. And the CONTRACTOR shall not be entitled any compensation in addition to the payments specifically provided for above, and the CONTRACTOR hereby specifically waives any and all contrary rights and claims whatsoever.

2.7.0.0 CANCELLATION OF CONTRACT

2.7.1.0 The OWNER shall be entitled at any time at his discretion to cancel the contract. If, in the opinion of the OWNER, the cessation of the work becomes necessary owing to any cause whatsoever, and a notice in writing from the OWNER to the CONTRACTOR of such cancellation and the reason(s) therefore shall be conclusive proof of such cancellation and the reasons therefore.

2.7.2.0 Upon cancellation of the Contract, the Engineer-in-Charge may require the CONTRACTOR:

- D) To perform to completion or to any other Intermediary stage of completion to the satisfaction of the Engineer-in-Charge any work(s) already commenced by the CONTRACTOR; and
- ii) To take such steps as are considered necessary by the Engineer-in-Charge for properly protecting and securing the works performed by the CONTRACTOR, to the satisfaction of the Engineer-in-Charge..

And the CONTRACTOR shall act accordingly and the same shall be deemed to be included within the CONTRACTOR's scope of work.

2.7.3.0 Upon receipt of a notice as specified in Clause 2.7.1.0 hereof the CONTRACTOR shall, unless the notice otherwise requires:

- (i) Immediately discontinue work and/or supply from the date and to the extent specified in the notice;
Not place any further orders or sub-Contracts for materials, services or facilities other than as may be necessary or required for completing or performing such portion of the work(s) or supplies which the CONTRACTOR is required to complete or perform;
- (iii) Promptly make every reasonable effort to obtain cancellation or fulfilment, as the case may be, at the option of the Engineer-in-Charge/OWNER of all orders and SUB-CONTRACTS to the extent they relate to the performance of the work(s) or supplies cancelled.
- (iv) Assist the Engineer-in-Charge/OWNER as specifically requested in writing by the Engineer-in-Charge/OWNER in the maintenance, protection and disposition of property/works acquired by the OWNER pursuant to the Contract.

2.7.4.0 Upon cancellation of the Contract, the OWNER shall take over from the CONTRACTOR the approved surplus materials supplied by the CONTRACTOR for permanent incorporation in the work and lying at the job site on the date of receipt of notice of cancellation by the CONTRACTOR and the decision of the Site Engineer as to the approved materials lying at site on

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the date of cancellation and the quantities thereof, shall be final and binding upon the CONTRACTOR.

2.7.5.0

Upon cancellation of the Contract, the CONTRACTOR agrees to waive any claim for damages including loss of anticipated profits on account thereof, and as the sole right and remedy of the CONTRACTOR against the OWNER resultant upon such cancellation the CONTRACTOR agrees to accept from the OWNER the following namely:

- (i) The cost of settling and paying claims for cancellation or completion of pending orders and/or sub contracts as provided for in sub-clause (iii) of clause 2.7.3.0 hereof;
- (ii) The cost of protecting, securing and/or maintaining the works pursuant to the provisions of sub-clause (ii) of Clause 2.7.2.0 hereof and/or sub-clause (iv) of Clause 2.7.3.0 hereof;
- (iii) Payment for the supplies actually made determined in accordance with the provision of Clause 2.4.1.2 hereof.
- (iv) Payment for the work actually performed by the CONTRACTOR calculated on the basis of Unit Rates or lump sum rates wherever applicable. Where Unit Rates or lump sum rates are not applicable and/or the relative works are incomplete, the provisions of Clause 2.4.1.2 shall apply for calculating remuneration.
- (v) The cost of materials taken over by the OWNER pursuant to the provisions of clause 2.7.4.0 hereof.
- (vi) An allowance, if any due, as determined by the Engineer-in-Charge (whose decision shall be final) to cover the cost of CONTRACTOR's actual mobilization and demobilization at job site for the work to the extent uncovered by payments under items (i) to (iv) above.

And the CONTRACTOR shall not be entitled to any compensation in addition to the payments specifically provided for above and the CONTRACTOR hereby specifically waives any and all contrary rights and claims whatsoever.

2.8.0.0

SUSPENSION OF WORK

2.8.1.0

The Engineer-in-Charge may at any time(s) at his discretion, should he consider that the circumstances so warrant (the decision of the Engineer-in-Charge as to existence of circumstances warranting such suspension shall be final and binding upon the CONTRACTOR), by notice in writing to the CONTRACTOR temporarily suspend the work or supply or any part thereof for such period(s) as Engineer-in-Chief shall deem necessary and the CONTRACTOR shall upon receipt of the order of suspension forthwith suspend the work(s) or supply(ies) or such part thereof as shall have been suspended until he has received a written order from the Engineer-in-Charge to proceed with the work suspended or any part thereof.

2.8.1.1

During the period of any suspension under Clause 2.8.1.0 the CONTRACTOR shall at his own cost within the scope of the relative work properly protect and secure the work and materials so far as is necessary in the opinion of the Engineer-in-Charge.

2.8.2.0

If the suspension under Clause 2.8.1.0 is for reasons of force majeure as defined in Clause 4.3.8.0 or by reason(s) of default or failure on the part of the CONTRACTOR or is for the purpose of ensuring safety of the work(s) or any part thereof or is necessary for the proper execution of the work(s) or is for reason(s) of weather affecting the safety or quality of the work(s) or materials (the reasons for the suspension stated by the Engineer-in-Charge in any notice of Suspension as aforesaid, inclusive as to existence of default or failure on the part of the CONTRACTOR, if so stated in the notice, shall be final and binding upon the CONTRACTOR), the CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by the contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and/or labour of the CONTRACTOR or any part thereof shall be or become or be rendered idle and notwithstanding that the CONTRACTOR shall be liable to pay salary, wages or hire charges or bear other charges and expenses thereof.

- 2.8.2.1 Unless the suspension is by reason of default or failure on the part of the CONTRACTOR (and the reasons for the suspension stated by the Engineer-in-Charge in any notice of suspension as aforesaid inclusive as to the existence of default or failure on the part of the CONTRACTOR if so stated in the notice, shall be final and binding upon the CONTRACTOR), if in the opinion of the CONTRACTOR such suspension shall necessitate any extension in the time of completion, the provisions of Clause 4.3.5.0 hereof and related clauses in respect of extension of time shall apply.
- 2.8.2.2 In the event of a suspension affecting the entire works remaining in operation in respect of the entire works for a period in excess of 4 (four) months from the date of commencement of the suspension, the CONTRACTOR shall have the option at any time before the issue of an order by the OWNER or the Engineer-in-Charge removing the suspension, to terminate the Contract by giving written notice thereof to the OWNER. Unless the suspension be by reason of default or failure on the part of the CONTRACTOR, as specified in Clause 2.8.2.0 hereof, such termination shall be deemed to operate as a cancellation of Contract within the provisions of Clause 2.7.1.0 hereof and the provisions of Clause 2.7.2.0 to 2.7.5.0 hereof shall mutatis mutandis apply thereto.
- 2.8.2.3 In the event of such termination being upon a suspension consequent to a default or failure by the CONTRACTOR, the CONTRACTOR shall not be entitled to any damage, compensation, loss of profit or other compensation whatsoever in addition to payment for the completed supplies made and completed works, done in terms of the Contract in accordance with the provisions of sub-clauses (iii), (iv) & (v) of clause 2.7.5.0 hereof.
- 2.8.2.4 Notwithstanding anything provided in Clause 2.7.0.0 and/or Clause 2.8.0.0 and related Clauses thereunder, upon a cancellation of the contract under the provision of Clause 2.7.1.0 hereof or termination of the contract under provisions of Clause 2.8.2.2 hereof, the provisions of Clauses 7.0.3.0 to 7.0.7.0 hereof consequent upon termination of Contract, shall apply. Should the termination be one to which the provisions of Clause 2.8.2.3. hereof apply, then the provision of Clause 7.0.2.0., 7.0.8.0, 7.0.9.0, 7.1.0.0 and 7.2.0.0 consequent upon termination of Contract shall also mutatis mutandis apply.
- 2.8.2.5 Except for a suspension by a written order of the Engineer-in-Charge under clause 2.8.1.0 hereof, the CONTRACTOR shall not suspend the work for any cause and any such suspension if it occurs, shall be likely to be attended by consequences under clause 7.0.1.0 (i) (g) hereof.

SECTION - 3

MATERIALS, LABOUR AND EQUIPMENT

3.0.1.0 CONTRACTOR'S RESPONSIBILITY

- 3.0.1.0 Notwithstanding anything to the contrary in the Contract Documents express or implied, the CONTRACTOR shall be and remain at all times exclusively responsible to provide all material, labour, equipment, machinery, facilities, utilities and consumables and temporary works and other items and things whatsoever required for or in connection with the work, including, but not limited to those indicated by expression or implication in the job Description, Schedule of Rates, the Specification, Plans, Drawings, and/or other Contract Documents or however otherwise as shall or any from time to time and at any time be necessary for or in connection with the work, either for incorporation in or within the permanent works or in or relation to the execution and performance of the work.

3.1.0.0 MATERIALS SUPPLIED BY THE CONTRACTOR

- 3.1.1.0 Materials supplied by the CONTRACTOR shall conform to the specifications and shall be suitable for the purpose for which they are required.
- 3.1.2.0 Unless otherwise specified by the OWNER, all materials supplied by the Contractor shall bear the ISI stamp and shall be supplied by reputed manufacturers or suppliers approved by the OWNER or listed for the relative materials with the DGS&D and/or borne on the approved list of suppliers

maintained for relative items by such organizations as are approved by the Engineer-in-Charge. If in respect of any materials, including but not limited to sand, stone, aggregate, bricks, earth, lime, steel and cement neither ISI marking/approval nor any approved list of suppliers is available, such materials shall be obtained from sources/suppliers/manufacturers approved by the Engineer-in-Charge provided that no approval by the Engineer-in-Charge or any other representative of the OWNER for the supply of ISI stamped materials or of materials supplied by DGS&D listed suppliers or other approved suppliers shall relieve the CONTRACTOR of his full responsibility in respect of the suitability and quality of the material or any defects therein or in any works or construction in or relative to which the same has been utilized.

3.1.3.0 Notwithstanding that any area(s) or source(s) has/have been allotted or suggested by the OWNER to the CONTRACTOR from which any materials for incorporation in the works can be obtained, the CONTRACTOR shall independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested or allocated by the OWNER and suitability of materials available from such source(s), with the intent that any allotment or suggestion as aforesaid shall not anyway relieve the CONTRACTOR of his full liability in respect of the suitability and quality of material(s) there from and incorporate the same within the permanent works entirely at his own risks and costs in all respects, with the intent that any such allocation or suggestion by the OWNER shall only be by way of assistance to the CONTRACTOR and shall not entail any legal or financial responsibility or liability upon the OWNER.

3.1.4.0 Notwithstanding any other provisions in the Contract Documents for analysis or tests of materials and in addition thereto, the CONTRACTOR, shall if so required for reasonable cause by the Engineer-in-Charge or Site Engineer in writing at his own risks and costs, analyze, test, prove and weigh all materials (including materials incorporated in the work(s)) required to be analyzed, tested, proved and/or weighed by the Engineer-in-Charge or Site Engineer and shall have such analysis test conducted by the agency(ies), if any, specified by the Engineer-in-Charge or Site Engineer. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of work and/or proof or weighment of the materials as directed by the Engineer-in-Charge or Site Engineer.

3.1.5.0 The OWNER does not warrant or undertake the provision of any material(s) and the CONTRACTOR shall not imply by conduct, expression or assurance or by any other means any promise or obligation on the part of the OWNER in this respect understood by the CONTRACTOR, unless made by specific written instrument forming part of the CONTRACT or appropriately entitled as an amendment to the Contract.

3.2.0.0 MATERIAL AND EQUIPMENT SUPPLIED BY THE OWNER:

3.2.1.0 In the case of contracts (including for equipment erection and/or piping), for which the OWNER undertakes the procurement and supply of equipment and materials, the supply of equipment and materials to the CONTRACTOR shall be on the following terms and conditions:

- (a) Deliveries shall be either from the storage of the OWNER or from the factory/storage of supplier or from nearest suitable railhead or other point(s) of collection as may be determined by the OWNER taking into account the source(s) of supply of the material.
- (b) It shall be the responsibility of the CONTRACTOR at his own risks and costs to take delivery of the materials from the stores, factory, railhead or other collection point, as the case may be, and to arrange for its loading, transportation to job site and unloading at the job site or other place of storage. The CONTRACTOR shall in taking delivery ensure compliance of any conditions for delivery applicable to deliveries from OWNER's or supplier's factory/stores or railways or other transporters concerned, and shall be exclusively responsible to pay and bear any demurrage or penalty or other charges payable by virtue of any failure or delay by the CONTRACTOR in lifting the supplies and/or any failure by the CONTRACTOR to observe the conditions of supply as aforesaid, and shall keep the OWNER indemnified from and against all consequences thereof.

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- (c) The CONTRACTOR shall inspect the equipment and materials supplied to him at the time of taking delivery thereof and satisfy himself of the quality, quantity and condition thereof prior to taking delivery and the OWNER shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of the equipment or materials once the CONTRACTOR has taken delivery thereof.
- (d) The CONTRACTOR shall on receiving and opening the packing cases or other packaging of equipment and material on behalf of the OWNER, verify and tally the actual contents with the packing list and bring any discrepancies to the notice of the Engineer-in-Charge and the Site Engineer. The CONTRACTOR shall also sort out and segregate and hand over to the OWNER's stores, the Instruction Manuals, Operation and Maintenance Manuals, Special Maintenance Tools, Erection Spares, Commissioning Spares, and Maintenance Spares and other extras, if received with the main equipment. The Erection Spares may be got issued from the OWNER's stores if required, after getting authorization from the Engineer-in-charge. The Commissioning Spares may be got issued from the OWNER's Stores, if commissioning is included in the CONTRACTOR's scope.
- (e) The equipment and/or material(s) supplied or procured by the OWNER shall be utilized by the CONTRACTOR only for incorporation in the permanent works and even so shall not (unless specifically authorized by the OWNER in this behalf) be utilized for manufacturing any item(s) which can be obtained in finished form from standard manufactures.
- (f) The CONTRACTOR shall furnish to the Engineer-in-Charge sufficiently in advance a detailed statement showing his requirement of the types and quantities of equipment and materials agreed to be supplied by the OWNER, indication of the time when relative types and quantities thereof shall be required by him for the works so as to enable the OWNER to verify the quantities of materials specified by the CONTRACTOR and to enable the OWNER to make arrangements for the supply thereof.
- (g) The OWNER shall not be responsible for any delay in the supply of any equipment and/or materials supplied or procured or agreed to be supplied or procured by the OWNER, and no such delay or failure shall anyway render the OWNER liable for any claim for damages or compensation by the CONTRACTOR notwithstanding that an increase in the time of performance of the contract be involved by virtue of such delay and notwithstanding any labour, machinery or equipment brought upon the job site by the CONTRACTOR for the performance of the work being rendered idle by such delay or failure, PROVIDED that if such delay shall in the opinion of the CONTRACTOR, necessitate an extension of time for completion, the provisions of clause 4.3.5.0 hereof relating to extension of time and associated provisions thereof shall apply.
- (h) The CONTRACTOR shall maintain a day to day account of all equipment and materials supplied to him by the OWNER indicating the daily receipt(s), consumption and balance(s) in hand of each material and category thereof. Such account shall be maintained in such form (if any) as shall be prescribed by the Engineer-in-Charge and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the CONTRACTOR's office at the site, and shall be open for inspection and verification (by verification of documents in support of the entry as also by physical verification of the stocks) at all times by the Engineer-in-Charge and Site Engineer without notice and for the purpose the Engineer-in-Charge and Site Engineer shall be permitted and enabled without obstruction to enter into any godown or other place or premises where the equipment or materials or any part thereof shall be stored and to inspect the same and to take by himself and/or through his representative(s) an inventory thereof.
- (i) All equipment and materials supplied by the OWNER shall be taken delivery of, held, stored and utilised by the CONTRACTOR as trustee of the OWNER, and delivery of material to the CONTRACTOR shall constitute an entrustment thereof by the OWNER to the CONTRACTOR, with the intent that any utilization, application or disposal thereof by the

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CONTRACTOR otherwise than for permanent incorporation in contractual works in terms hereof shall constitute a breach of trust by the CONTRACTOR.

- (j) The CONTRACTOR shall hold and store any equipment or material(s) supplied by the OWNER only at such place and/or premises as may be approved by the Engineer-in-Charge, provided that no such approval shall absolve the CONTRACTOR in whole or part of his full liabilities in respect of such material, and the CONTRACTOR shall be and remain responsible at all times at his own risk and cost to ensure that the material(s) supplied by the OWNER is/are retained at all times in premises that are air and water tight and otherwise suitable for the storage of the concerned equipment or materials so as to prevent damage or deterioration for any cause whatsoever or theft or other loss, and shall arrange such watch and ward therefore as shall be necessary to ensure the safety thereof.
- (k) The Engineer-in-Charge may at his discretion require that all premises in which any equipment or materials supplied by the OWNER are stored, shall be double-locked with the keys to one lock retained by the Site Engineer or his representative and the other with the CONTRACTOR with the intent that all issues of OWNER supplied equipment and materials shall be with concurrence of the Site Engineer or his representative, as the case may be, provided that any such double-locking and/or concurrence as aforesaid shall be an additional precaution and shall not anyway absolve the CONTRACTOR of his full liabilities or responsibilities in respect of such equipment or materials.
- (l) The equipment supplied by the OWNER shall be insured by the OWNER against normal risks during transit, storage and erection. The CONTRACTOR shall, however, be responsible forthwith to make and pursue on behalf of the OWNER any and all claims under the policy(ies) and to fulfill all formalities required to obtain payment thereunder and/or to assist the OWNER in making or pursuing any such claim(s) and/or in obtaining payment thereunder.
- (m) The CONTRACTOR shall be required to take out at his own cost and initiative and keep in force at all times during the pendency of the contractual work, policy(ies) of insurance against the risks of fire, lightning and theft and against any other damage or loss, for the full value of the OWNER supplied materials lying in the CONTRACTOR's custody and/or storage pending utilization/ incorporation in the work and during incorporation in the work. The insurance shall be kept valid till the completion of the work and till the materials are duly accounted for to the satisfaction of the OWNER.
- (n) Such insurance policy(ies) shall be in the joint names of OWNER and the CONTRACTOR with exclusive right in the OWNER to receive all money(ies) due in respect of such policy(ies), and with right in the OWNER (but without obligation to do so) to take out and/or pay the premia for any such policy(ies) and deduct the premia and any other costs and expenses in this behalf from the money(ies) for the time being due to the CONTRACTOR.
- (o) Notwithstanding anything stated above, it shall be the responsibility of the CONTRACTOR to lodge with insurers and follow up claim(s), if any, under any policy(ies) of insurance aforesaid, and nothing herein provided shall absolve the CONTRACTOR from his full liabilities under the provisions of this clause and associated provisions hereof.
- (p) Where the OWNER issued materials are being stored within the battery area under the security and gate-pass control of the OWNER and are covered by the Overall Storage-cum-insurance Policy taken by the OWNER for the works, the OWNER may, at his sole discretion, permit the CONTRACTOR to furnish an Indemnity Bond in the proforma prescribed by the OWNER, for the entire value of the OWNER supplied materials and for the entire duration during which the materials shall be lying in the storage and custody of the CONTRACTOR.
- (q) No such Insurance(s), as aforesaid, shall anyway absolve the CONTRACTOR from his full liabilities hereunder, with the intent that the same shall be held merely by way of additional security and not by way of substitution of liability. The CONTRACTOR shall at all times be exclusively responsible for any and all loss(es), damage(s), deterioration, misuse, theft or

other application or disposal of the equipment or material(s), supplied by the OWNER or any of them contrary to the provisions hereof and shall keep the OWNER indemnified from and against the same and shall forthwith at his own cost and expense replace any such equipment and material(s) lost, damaged, deteriorated, misused, stolen, applied and/or disposed as aforesaid, with other equipment or material of equivalent quality and quantity to the extent that the same is not covered by any insurance as above, and if covered, payment under the relative policy(ies) is for any reason not available to the OWNER.

- (r) The CONTRACTOR shall use the equipment and materials supplied by the OWNER for incorporation in the Permanent works, carefully and judiciously with no wastage or the minimum possible wastage, wherever some wastage is inevitable or unavoidable, in any case within the wastage limit, if any, specified by the OWNER in respect of any such materials. For any excess wastage or scrap, due to misuse or injudicious, careless or wrong use of OWNER supplied materials, or in case of loss, damage or deterioration of the materials during storage with the CONTRACTOR, as to all of which the decision of the Engineer-in-charge shall be final and binding on the CONTRACTOR, the CONTRACTOR shall be bound to replace the material of equivalent quantity and grade, acceptable to the OWNER within the time limit specified by the OWNER, and where this is not possible, practicable or advisable, in the opinion of the OWNER, which shall be final and binding on the CONTRACTOR, the OWNER shall be compensated by the CONTRACTOR for the loss caused, for the replacement costs, which shall be worked out by the OWNER based on the assessed landed cost plus the costs of procurement at 15% (fifteen percent) of the assessed landed costs for the OWNER. This amount shall forthwith be remitted by the CONTRACTOR within a week of demand made by the OWNER, failing which the OWNER shall be entitled to recover/adjust the amount demanded from any money(ies) due from the OWNER to the CONTRACTOR and / or from any Security or any other deposits of the CONTRACTOR lying with the OWNER, under this and/or any other contract, without any further notice to the CONTRACTOR. The decisions of the OWNER in respect of the actions contemplated in this clause shall be final and binding on the CONTRACTOR.
- (s) Notwithstanding anything herein provided and notwithstanding the transfer of all risks in respect of such equipment and materials to the CONTRACTOR, the Ownership in respect of all OWNER supplied equipment and materials shall at all times be and remain in the OWNER.
- (t) The excess equipment and material and the scrap material generated from the work, in so far as the OWNER supplied materials are concerned, shall be returned to the OWNER's Stores. On completion of the work, the CONTRACTOR shall duly render accounts for the materials and equipment issued by the OWNER, to the satisfaction of the OWNER. Any shortages, losses and/or damages shall be to the CONTRACTOR's account and all the conditions stipulated under sub-clause(r) above shall apply in this case also.

3.3.0.0 POWER, WATER & OTHER FACILITIES

3.3.1.0 The CONTRACTOR shall be responsible to provide within the scope of work all facilities, consumables and utilities necessary for performance of the work including (but not limited to) water, power, transportation, labour, tools, construction and testing equipment, machinery and land at or about the job site(s) for the CONTRACTOR's field offices, godowns, workshop, residential accommodation for CONTRACTOR's staff; quarry rights and borrow areas, access roads and right(s) of way to or about the job site(s) and CONTRACTOR's offices, godowns, workshop accommodation, quarries and/or borrow areas.

3.3.2.0 The OWNER does not warranty or undertake the provision of any facility, consumable or utility whatsoever to the CONTRACTOR, or assistance in obtaining/procuring the same or other assistance whatever for or in the performance or testing of the work and the CONTRACTOR shall not imply by conduct, expression or assurance or by any other means, any promise or obligation on the part of OWNER contrary to the provisions hereof and any such promise or obligation understood by the CONTRACTOR shall not be binding upon the OWNER.

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3.3.3.0 Any assistance which the OWNER renders to the CONTRACTOR in terms hereof or otherwise relative to the work by provision of any facility, utility, consumables, water, power, transportation, labour, tools, construction and/or testing equipment and machinery, provision of land for quarries or borrow areas or for Contractor's office, godowns, workshops or accommodations or provisions of right of way, access road(s) and/or railway siding facilities, or other facility, utility, or consumables for or in the performance of the work shall not for any cause afford a basis or defence to the CONTRACTOR for the performance of any of his obligations under the Contract, nor a ground for extension of time for completion or other claim whatsoever.

3.3.4.0 POWER SUPPLY:

3.4.0.0 Without prejudice to the provisions of Clause 3.3.0.0 hereof and following clauses thereunder, as and when adequate power supply becomes available for the site, the OWNER may at its discretion provide supply of power to the CONTRACTOR for the work from the nearest sub-station, from which source the CONTRACTOR shall at his own cost and initiative make arrangement for temporary distribution of power to CONTRACTOR's work(s) at the site.

3.4.0.1 All arrangements for the distribution of power from sources aforesaid and the work relative thereto shall be made/performed/installed in conformity with Indian Electricity Regulations, and shall be subject to prior approval of the Site Engineer.

3.4.0.2 The CONTRACTOR shall, at his own costs and initiative on completion or prior determination of the work or otherwise during execution of the work, if required by the Site Engineer because of hindrance caused thereby or for any other cause, forthwith remove or re-route the distribution lines/installations or other work(s) in respect thereof as the case may be, required to be removed/re-routed.

3.4.0.3 The OWNER shall recover from the CONTRACTOR for power consumed by the CONTRACTOR from OWNER's source(s) of supply at the rate prescribed by the OWNER in this behalf from time to time. The amount due to the OWNER in respect of such power supplied shall without prejudice to any other mode of recovery to the OWNER, be deductible from the Running Account/Final Bill(s) of the CONTRACTOR and/or any monies due to the CONTRACTOR under this or any other Contract from time to time.

3.4.2.1 The CONTRACTOR shall provide at his own cost suitable electric meters approved by the Site Engineer for measurement of Power units consumed by the CONTRACTOR for determination of the payment due thereon to the OWNER. Such meters shall be under the control and custody of the OWNER.

3.4.2.2 In the event of failure or defect of meter(s), power charges shall be calculated on the consumption determined by the Engineer-in-Charge (whose decision shall be final both as regards the existence of a defect or failure, and as regard the power consumed).

3.4.3.0 The OWNER may at any time without notice or specifying any cause suspend or discontinue power supply to the CONTRACTOR, and such suspension or discontinuance shall not entitle the CONTRACTOR to any compensation or damages nor shall constitute a basis for extension of time for completion.

3.4.4.0 Power supplied by the OWNER to the CONTRACTOR shall be entirely at the risk of CONTRACTOR as to the continuity and regularity of supply, maintenance of voltage and adequacy of load without any warranty by or liability to the OWNER in respect thereof and without entitlement of the CONTRACTOR on grounds of discontinuance, fluctuation of voltage or inadequacy of load or any other cause whatsoever to claim from OWNER in respect thereof or consequences thereof.

3.5.0.0 WATER SUPPLY

3.5.1.0 Without prejudice to the provisions of Clause 3.3.0.0 hereof and the following clauses thereunder, in the event of the OWNER having adequate source of water supply at the site available for distribution, the OWNER may at its discretion provide water to the CONTRACTOR for the work

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from the OWNER's source of supply upon the CONTRACTOR at his own cost and initiative providing suitable pumping installations and pipe network for the conduct of water to and distribution to the CONTRACTOR's place of work.

- 3.5.1.1 Such installation, pipes and other equipment shall be laid out/installed by the CONTRACTOR only with the prior approval of the Site Engineer so as not to interfere with the layout and progress of the other construction work at the site and access to or about the job site.
- 3.5.1.2 The CONTRACTOR shall forthwith on completion of the work or earlier determination of the contract or during the execution of the work(s), if so required by the Site Engineer, on ground of hindrance or obstruction caused thereby or other causes whatsoever at his own cost and initiative remove or re-route, as the case may be, any installations, pipes and/or other equipment or any part or portion thereof installed or erected by the CONTRACTOR for the conduction and/or distribution of water, and fill any trenches, ditches or other excavations made by the CONTRACTOR for the purpose thereof and restore the site to the same condition in which it was prior to the installation.
- 3.5.2.0 The OWNER shall recover from the CONTRACTOR for water consumed by the CONTRACTOR from OWNER's source of supply at the rate prescribed by the OWNER in this behalf from time to time. The amount due to the OWNER in respect thereof shall (without prejudice to any other mode of recovery available to other OWNER) be deductible from the Running Account/Final Bill of the CONTRACTOR and/or payments due to the CONTRACTOR from time to time under this or any other contract.
- 3.5.2.1 The CONTRACTOR shall provide at his own cost and initiative suitable water meters approved by the Site Engineer for measurement of water units consumed by the CONTRACTOR for determination of the payment due in this behalf to the OWNER. Such meters shall be under the custody and control of the OWNER.
- 3.5.2.2 In the event of failure or defect of meters, water charges shall be calculated on the consumption determined by the Engineer-in-Charge (whose decision shall be final both as regards the existence of a defect or failure and as regards the water consumed).
- 3.5.3.0 The OWNER may without notice or specifying any cause suspend or discontinue water supply to the CONTRACTOR and such suspension or discontinuation shall not entitle the CONTRACTOR any compensation or damages or constitute a basis for extension of time for completion or other claim whatsoever.
- 3.5.4.0 Water supplied by the OWNER to the CONTRACTOR shall be entirely at the risk of the CONTRACTOR as to the continuity and regularity of supply and maintenance and adequacy of pressure without any warrant by or liability to the OWNER in respect thereof and without entitlement to the CONTRACTOR on grounds of discontinuance, irregularity, drop or rise in pressure or other cause whatsoever to claim from OWNER in respect thereof or the consequences thereof.
- 3.6.0.0 LAND**
- 3.6.1.0 Without prejudice to the provision of Clause 3.3.0.0 hereof and following clauses thereunder, the OWNER may at his discretion and convenience, if it has sufficient available land at its disposal, provide land to the CONTRACTOR near or about the job site, for the construction of the CONTRACTOR's field office(s), godowns, workshops, assembly yard and residential accommodation required for or in connection with the execution of the work(s), free of charge. Such land shall be utilised by the CONTRACTOR only for the purpose of the contract and for the duration of the contract.
- 3.6.2.0 The CONTRACTOR shall at his own cost and initiative construct temporary buildings or other accommodation necessary for the purpose and make suitable arrangements for water and power supply thereto and for provision of sanitary, drainage and dewatering arrangements thereof in accordance with plans/designs/layouts previously approved by the Site Engineer in this behalf.

- 3.6.3.0 Any land provided by the OWNER to the CONTRACTOR within the provisions hereof shall be strictly on a licence basis, and shall not create any right, title or interest whatsoever in the CONTRACTOR herein or in respect thereof.
- 3.6.4.0 Notwithstanding anything herein provided, the OWNER reserves the right at any time during the pendency of the work to ask the CONTRACTOR to vacate the land or any part thereof on giving 7 (seven) days written notice to the CONTRACTOR in this behalf.
- 3.6.5.0 Forthwith on or before the expiry of such notice or within two weeks of the completion of the works or the earlier determination of the Contract, the CONTRACTOR shall remove all constructions, works, piping and other installations, whatsoever, not forming part of the contractual works put up or erected by the CONTRACTOR upon the land, and shall have the land cleared, leveled and dressed to the satisfaction of the Engineer-in-Charge.
- 3.6.5.1 The CONTRACTOR shall not be entitled upon any vacation or notice within the provisions of clause 3.6.5.0 hereof to claim any resultant compensation or damage from the owner, nor shall such notice or vacation constitute a ground or basis for any extension of time for completion.
- 3.6.5.2 Likewise, the OWNER may at its discretion and convenience upon such terms and conditions as the OWNER may prescribe in this behalf, arrange or allocate or provide to the CONTRACTOR, borrow area(s) or quarry or mining rights and/or any right(s) of way or other access to or about the job site and unless specifically excluded, the provisions of Clause 3.1.3.0 hereof above, shall apply in respect of any borrow area quarry, mining right and/or right of way or other access allocated, arranged, provided or permitted by the OWNER to the CONTRACTOR.
- 3.6.6.1 The OWNER shall be entitled, at any time without notice to the CONTRACTOR, to suspend or withdraw use by the CONTRACTOR of any such area, right or access as aforesaid and no suspension or withdrawal of such facility, or disruption or inadequacy thereof by virtue of flood, disrepair or other cause whatsoever, shall form the basis of any claim by the CONTRACTOR, for compensation or damages or ground for extension of time for completion. Upon such notice or within two weeks of the completion of the works or the earlier determination of the Contract the provisions of Clause 3.6.5.1 hereof shall mutatis mutandis apply.
- 3.7.0.0 Notwithstanding anything herein provided, the provisions of Clause 7.0.5.0 to 7.0.7.0 hereof and related clauses applicable consequent upon termination of contract shall apply to any breach by the CONTRACTOR of his obligations within the provision of Clause 3.4.1.2, 3.5.1.2, 3.6.5.1 and 3.6.6.1 hereof as to a breach of Clause 7.0.5.0 hereof.
- 3.8.0.0 ACCESS TO SITE:**
- 3.8.1.0 The CONTRACTOR shall construct, if necessary, at his own cost and Initiative, temporary access road to the site from the main public feeder road(s) and from borrow areas and mines and quarries, and shall so align such roads or ways so as not to interfere with the construction of the site or hamper construction of pavement roads by or on behalf of the OWNER or other CONTRACTORS operating at or about the job site.
- 3.8.2.0 The CONTRACTOR shall, if so required or relative to the performance of any other work at the site or construction of permanent roads, suspend, discontinue use of and/or re-route any access road constructed by him. No suspension, discontinuance or re-routing as aforesaid shall form the basis of any claims by the CONTRACTOR against the OWNER for compensation of damages or ground for extension of time for completion or other claim whatsoever.
- 3.9.0.0 LABOUR, MACHINERY & EQUIPMENT**
- 3.9.1.0 If, during the execution of the works, the OWNER shall for any cause find it necessary to do so, the OWNER may, at its discretion and convenience provide labour, machinery and/or equipment to the contractor for the performance of the work and/or testing of the works. The terms and conditions for provisions and/or hiring of such labour, equipment, machinery shall, in addition to any other condition relative thereto as may be specified by the OWNER, unless expressly excluded, be deemed to include the following:

- (i) Charges: The labour, equipment and/or machinery shall be supplied at the rate(s) in this behalf prescribed by the OWNER from time to time.
- (ii) Recoveries: The amount(s) recoverable by the OWNER from the CONTRACTOR in respect of labour, equipment and/or machinery procured or supplied by the OWNER shall (without prejudice to any other mode or recovery) be debited to the CONTRACTOR's account and deducted from the Running Account / Final Bill(s) of the CONTRACTOR and/or any monies from time to time becoming due to the CONTRACTOR.
- (iii) Any Labour, equipment and/or machinery supplied or procured by the OWNER shall be utilized by the CONTRACTOR only for use in the contractual work.
- (iv) The CONTRACTOR shall be responsible to ensure utilization of the equipment and/or machinery only within the capacity of such equipment and/or machinery, to ensure the proper utilization thereof in all respects without any manner of abuse or excess, and shall follow and obey all instructions or directions as shall or may be given by the Site Engineer in respect thereof, and if so required by the Site Engineer, shall provide at cost (to be determined by the Engineer-in-Charge in the event of dispute) labour for the operation, maintenance and repair of the equipment/machinery and/or shall operate, maintain and/or repair the same at his own costs and expenses, and provide all the inputs necessary for the operation, repair and maintenance thereof, including spare parts, fuel and lubricants. The CONTRACTOR shall keep the OWNER indemnified from and against all losses, damages and/or costs, charges and expenses resultant from any breach or failure to observe the provisions hereof.
- (v) The CONTRACTOR shall ensure the safe-keeping and custody of the equipment and machinery at the site and shall be exclusively responsible and accountable for any loss, damage, theft or misuse thereof (and shall make proper arrangement for the storage and watch and ward thereof) and shall keep the OWNER indemnified from and against the same.
- (vi) The CONTRACTOR shall ensure return of the equipment/machinery to the OWNER upon the Completion of the works or earlier determination of the Contract or as and when called upon by the OWNER to return the same during the execution of the work in the same condition in which the equipment /machinery was at the time of bringing the same to job site or delivery to the CONTRACTOR, as the case may be.
- (vii) The provisions of Clause 3.2.1.0 hereof shall mutatis mutandis apply to equipment and machinery supplied by the OWNER to the CONTRACTOR.

3.10.0.0 GOVERNMENT CONTROLLED MATERIALS

- 3.10.1.0 In respect of all Government controlled or other scarce/imported materials in respect of which licenses, release orders, permits or authorisations have been granted in the name of the OWNER, the CONTRACTOR shall be deemed to be acting on behalf of the OWNER and as agent of OWNER in respect of deliveries taken by the CONTRACTOR against any licences, release orders, permits, or authorisations issued in the name of OWNER for Government controlled materials. The ownership in such materials shall (without prejudice to the responsibility/liability of the CONTRACTOR in respect thereof as set out in the various conditions hereof) vest in the OWNER from the point of time when it would have ordinarily vested in the OWNER on a direct delivery to the OWNER.

3.11.0.0 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

- 3.11.1.0 In all contracts involving deployment of contractor's manpower within MRPL Refinery premises like Plants and Offices etc. the contractor shall submit the following documents to MRPL prior to start of work:

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- i. Undertaking from the contractor that they have scrutinised 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.
- ii. 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.
- iii. 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."

SECTION -4

PERFORMANCE OF WORK

4.0.0.0 GENERAL

- 4.0.1.0 All works shall be performed and executed by the CONTRACTOR in strict conformity with the Job Description, Specifications, Plans, Drawings, Designs and other Contract Documents applicable to the specific work(s) and any relative orders or instructions as may be issued to the CONTRACTOR by the Engineer-in-Charge or Site Engineer from time to time.
- 4.0.2.0 The Engineer-in-Charge and Site Engineer shall be entitled from time to time or at any time at their discretion in order to procure the proper performance of the work and/or the proper compliance with the specifications or other contractual requirements to issue written orders or instructions to the CONTRACTOR relative to the performance and/or execution of the work(s) by the CONTRACTOR or otherwise relative to any matter touching or affecting the Contract or arising therefrom, and to revise or revoke any orders or instructions previously issued, and the CONTRACTOR shall, subject to provisions of the following clause, obey and/or abide thereby.
- 4.0.2.1 Without prejudice to the provisions of Clause 4.0.2.0 hereof and associated clauses thereto, should the CONTRACTOR require any clarification in respect of any orders or instructions issued by the Engineer-in-Charge or Site Engineer, or should there appear to the CONTRACTOR to be any contradiction between any orders or instructions issued by the Engineer-in-Charge or Site Engineer and/or between any order(s), instruction(s) and the Contract Document or any of them, the CONTRACTOR shall refer the matter immediately in writing to the Engineer-in-Charge for his decision before proceeding further with the work, and the decision of the Engineer-in-Charge on any such matter shall be final and binding upon the CONTRACTOR, who shall perform the work accordingly without entitlement to any claim against or compensation from the OWNER resultant upon such order, instruction or decision.
- 4.0.3.0 The CONTRACTOR shall, within 10 (ten) days of receipt of notification of Acceptance of Tender, name at each job site at which the CONTRACTOR shall be awarded any work under the Contract, an engineer responsible for the work at the job site on behalf of the CONTRACTOR. The said Engineer of CONTRACTOR shall be the representative of the CONTRACTOR at the job site for and relative to all actions and transactions and dealings on behalf of the CONTRACTOR and to whom labour, materials, equipment and/or machinery procured or supplied by the OWNER may be given and to whom all Plans, Designs, Drawings, Orders and Instructions or other documents or communications for or relative to the job site may be given, with the intent that all transactions and dealings had with the said Engineer shall be deemed to have been had with the CONTRACTOR,

and any and all Plans, Drawings, Designs, Orders, Instructions, Documents or Communications and/or labour, material, equipment or machinery delivered to said Engineer shall be deemed to have been delivered to the CONTRACTOR.

- 4.0.3.1 The Engineer(s)/supervisors appointed by the CONTRACTOR or his Sub-Contractors/ other agencies, for the work shall be duly and adequately qualified with relevant experience to handle the work of the contract to the satisfaction of the Engineer-in-charge. For this purpose, the CONTRACTOR shall furnish the bio-data of the Engineer(s) /supervisors proposed to be appointed by him for the work to the Engineer-in-charge for his approval. The CONTRACTOR shall be bound to appoint only such technical personnel as are approved by the Engineer-in-Charge for handing the work from time to time.
- 4.0.4.0 The CONTRACTOR shall provide and maintain, at or about each job site, an office for the working accommodation of the Contractor's engineer(s) and staff. Such office shall remain open and attended at all hours during which work is being performed at the job site, for the receipt of orders, instructions, notices, and other communications.
- 4.0.5.0 The CONTRACTOR shall co-operate with and afford the Engineer-in-Charge and other CONTRACTORS engaged at the site, access to the work and supply at cost determined by the Engineer-in-Charge (whose decision shall be final) of power and water for the performance of the work entrusted to them and/or for the carriage and storage of materials by them and whenever any work is contingent or dependent upon the performance of any work by the CONTRACTOR or is being done in association, collaboration or in proximity with any other CONTRACTORS, the CONTRACTOR shall co-operate with the OWNER or other CONTRACTOR(s)/agency(ies) involved in such work to ensure the harmonious working between the CONTRACTOR and the CONTRACTOR(s), agency(ies) involved, and shall comply with any instructions issued by the Engineer-in-Charge for the purpose.
- 4.0.6.0 The Engineer-in-Charge shall be entitled at its/his discretion, to appoint one or more Site Engineers and/or other personnel at or about each job site on behalf of the OWNER to do such acts, deeds, matters and things as may be necessary to safeguard the OWNER's interest including (but not limited to, at the discretion of the OWNER), supervision and testing of the work(s) being conducted by the CONTRACTOR at the job site and rendering such assistance to the CONTRACTOR relative thereto as the OWNER or such engineer(s) or personnel shall or may deem fit, it being understood, however, that the presence of any engineer(s) or personnel of the OWNER at or about each job site or any supervision, inspection or test performed or conducted by any such engineer(s) and/or personnel of the OWNER in respect of any work(s) or any other assistance rendered by such engineer(s) and/or personnel to the CONTRACTOR relative thereto, shall be without any attendant obligation or liability of the OWNER vis-à-vis the CONTRACTOR, nor shall relieve the CONTRACTOR of his full responsibility in respect of the work(s) under the Contract or bind the OWNER or accept as satisfactory or complete and/or in accordance with the Contract any work(s) performed by the CONTRACTOR which has/have been supervised, inspected, tested or assisted by the said engineer(s) and/or personnel of OWNER.
- 4.0.7.0 If the Contractor's work or any part thereof shall be consequent or resultant upon any works performed by any other person or shall be in continuance thereof or otherwise based or founded thereon, the CONTRACTOR shall before commencing with its/his work, bring to the notice of the Engineer-in-charge and the Site Engineer, in writing, any defects existing in said prior works, failing which the CONTRACTOR shall be deemed to have accepted as complete and proper the said prior works and to have waived any and all rights to complaint of or in respect of any defect(s) as may exist therein.

4.1.0.0 THE JOB SITE

- 4.1.1.0 The Engineer-in-Charge shall furnish the CONTRACTOR with only four corners of the job site and a level bench mark, and the CONTRACTOR shall at his own cost and initiative set out the work to the satisfaction of the Site Engineer, but shall be solely responsible for the accuracy of such setting up notwithstanding the satisfaction as aforesaid of the Site Engineer or any other assistance rendered by the Site Engineer for the purpose.

- 4.1.2.0 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, contour and level marks, profiles and the like and shall take all precautions necessary to prevent their removal or disturbance, and shall be responsible for the consequence of such removal or disturbance and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all survey marks, boundary marks, distance marks, and center line marks, whether existing or supplied/fixed by the CONTRACTOR.
- 4.1.3.0 Before commencing the work, the CONTRACTOR shall at his own cost and initiative, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with scheme for benchmarks acceptable to the Site Engineer. The center, longitudinal or face line and cross line shall be marked by means of small masonry pillars. Each pillar shall have a distinct mark at the centre to enable a theodolite to be set over it. No work shall be started until all these points are approved by the Site Engineer, but, such approval shall not relieve the CONTRACTOR of any of his responsibilities in respect of adequacy or accuracy thereof. The CONTRACTOR shall also provide all labour, material and other facilities necessary for the proper checking of layout and inspection of the points during construction.
- 4.1.4.0 Pillars bearing geodetic marks located at the sites of works under construction should be protected and fenced by the CONTRACTOR.
- 4.1.4.1 On completion of works, the CONTRACTOR must submit the Engineer-in-Charge the geodetic documents according to which the work was carried out.
- 4.1.5.0 The CONTRACTOR shall be exclusively responsible for provision and maintenance of horizontal and vertical alignments and levels and for the correctness of every part of the work in accordance therewith and shall at his own cost rectify any errors or imperfectness therein.

4.2.0.0 CONDITIONS OF WORK

- 4.2.1.0 Work shall be carried on for a minimum of 48 (forty-eight) hours a week and 8 (eight) hours on any working day. If necessary, the CONTRACTOR shall work overtime or in two or more shifts in a day Except as herein specifically provided to the contrary, the CONTRACTOR shall not be entitled to any extra compensation or remuneration for overtime or double or triple shift working, nor shall the OWNER anywise be responsible for any idle time payments to CONTRACTOR's staff or for labour, equipment or machinery, howsoever occasioned; and the CONTRACTOR waives any and all contrary rights and claims.
- 4.2.1.1 Should it be necessary to work on Sunday and/or holiday, the CONTRACTOR shall so work without extra compensation, after obtaining prior approval from the Site Engineer or the Engineer-in-charge.
- 4.2.2.0 The execution of the work(s) shall entail working in all seasons including the monsoons. In so far as necessary, the CONTRACTOR shall maintain at each job site at all times such material, labour, pumps, equipment and machinery as may be required for the performance of the work during the monsoon or other rains and shall plan well in advance for the collection of material and equipment and the erection of such tarpaulins, sheds, wind breakers and/or other protection as shall or may be necessary for the work during the monsoon or other rains so that the rains or monsoon shall not hamper working.
- 4.2.2.1 The CONTRACTOR shall also arrange and bring to each job site such special equipment and machinery as may be necessary to enable work during the monsoon, and shall, at his own cost and initiative, arrange at all times for dewatering the job sites so as to keep the construction site and areas to be worked upon, free of water.
- 4.2.2.2 The CONTRACTOR shall not be entitled to any extra compensation or remuneration for or relative to any work to be done in any season including during the monsoon, or for or relative to any special arrangements to be made and/or equipment or machinery to be brought to the job site(s) to enable such working.

4.3.0.0 TIME FOR COMPLETION

- 4.3.1.0 The CONTRACTOR shall complete in all respects in accordance with the Contract, the entire work at each job site within the time specified in this behalf in the Time Schedule.
- 4.3.2.0 If the OWNER so requires, the Progress Schedule in the form of PERT chart, giving the latest dates of starting and the latest dates of finishing of various operations comprising the work as also the activities in the critical path and latest dates for achievement of specific milestones in respect of the work so as to complete in all respects the works (including testing and consequential operations) within the time provided in the Time Schedule. This Progress Schedule should also indicate the interlinking of the various activities and bring to light the specific/critical items on which the inputs from the Engineer-in-Charge/Consultant or other agencies, if any, would be required, to ensure adherence to the schedule.
- 4.3.3.0 If the CONTRACTOR shall fail to submit to the Engineer-in-Charge a Progress Schedule as envisaged above or if the Engineer-in-Charge and CONTRACTOR fail to agree upon the Progress Schedule as envisaged above, then the Engineer-in-Charge shall prepare the Progress Schedule (the dates of progress as fixed by the Engineer-in-Charge being final and binding upon the CONTRACTOR except as herein otherwise expressly provided), and shall issue the Progress Schedule so prepared to the CONTRACTOR which shall then be the Approved Progress Schedule and all the provisions of Clause 4.3.2.0 shall apply relative thereto.
- 4.3.4.0 Any reference in the Contract Documents to the “Approved Progress Schedule” or to the “Progress Schedule” shall mean the “Approved Progress Schedule” specified in Clause 4.3.2.0 above or the “Progress Schedule” prepared and issued by the Engineer-in-Charge as specified in clause 4.3.3.0 above, whichever shall be in existence. In the absence of such approved Progress Schedule or such Progress Schedule prepared by the Engineer-in-Charge, the Progress Schedule first prepared by the CONTRACTOR (with the incorporation of the OWNER’s/ Engineer-in-charge’s comments thereon, if any), shall until such approved Progress Schedule or such Progress Schedule prepared by the Engineer-in-Charge comes into existence, be deemed to be the Progress Schedule for the purpose of the Contract.
- 4.3.5.0 Within 7 (seven) days of the occurrence of any act, event or omission which, in the opinion of the CONTRACTOR, is likely to lead to delay in the commencement or completion of any particular work(s) or operation(s) or the entire work at any job site(s) and is such as would entitle the CONTRACTOR to an extension of the time specified in this behalf in the Progress Schedule(s), the CONTRACTOR shall inform the Site Engineer and the Engineer-in-Charge in writing of the occurrence of the act, event or omission and the date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfillment of the omission, the CONTRACTOR is of opinion that an extension of the time specified in the Progress Schedule relative to particular operation(s) or item(s) or work or the entire work at the job site(s) is necessary, the CONTRACTOR shall within 7 (seven) days after the cessation or fulfillment as aforesaid make a written request to the Engineer-in-Charge for extension of the relative time specified in the Progress Schedule and the Engineer-in-Charge may at any time prior to completion of the work extend the relative time of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act, event or omission constitutes a ground for extension of time in terms of the Contract and that such act, event or omission has in fact resulted in insurmountable delay to the CONTRACTOR.
- 4.3.5.1 The application for extension of time made by the CONTRACTOR to the Engineer-in-Charge should contain full details of:-
- The notice under Clause 4.3.5.0 with a copy each of the notice sent to the Engineer-in-Charge and Site Engineer.
 - The activity for the Progress schedule affected.
 - The bottleneck(s) or obstruction(s) perceived/experienced, and the reason(s) therefor,
 - Extension required/ necessitated on account of (c) above.
 - Extension required/necessitated on account of reasons attributable to the OWNER,
 - Extension required/necessitated on account of force majeure reasons, and
 - The total extension of time (if any) required/necessitated for completion, taking the above into account and after eliminating all overlaps.

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- 4.3.5.2 The opinion/decision of the Engineer-in-Charge in this behalf and as to the extension of time necessary shall, subject to the provisions of clause 4.3.6.0 hereof, be final and binding upon the CONTRACTOR.
- 4.3.6.0 Notwithstanding the provisions of clause 4.3.5.0 hereof, the OWNER may at any time at the request of the CONTRACTOR made by way of appeal either against the decision of the Engineer-in-Charge taken under clause 4.3.5.0 or against the Engineer-in-Charge's refusal to take a decision under the said clause, if satisfied of the work or any item or operation thereof for such period(s) as the OWNER may consider necessary, and the decision of the OWNER as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the CONTRACTOR.
- 4.3.7.0 Subject as elsewhere herein or in the contract documents expressly provided, only the existence of force majeure circumstances as defined in clause 4.3.8.0 hereof shall afford the CONTRACTOR's ground for extension of time for completion of the work or any part of the work or any operation(s) involved therein, and specifically without prejudice to the generality of the foregoing, inclement weather, strike, shutdown, third party breach, delay in supply of material(s) or commercial hardship shall not afford the CONTRACTOR a ground for extension of time or relieve the CONTRACTOR of his/its full obligations under the Contract, nor will any forced shutdown or idleness or other impediment in progress or completion of the work due to any reason whatsoever afford the CONTRACTOR a ground for extension of time or relieve the CONTRACTOR of his/its full obligations under the Contract except and to the extent otherwise elsewhere herein specifically provided, nor shall any shut down or idle time charges be payable by the OWNER to the CONTRACTOR for delay in the commencement, progress or completion of the work due to any reason whatsoever, including due to the existence of force majeure circumstances.
- 4.3.8.0 The term "FORCE MAJEURE" as employed in this contract shall mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, fires, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting the country as a whole.
- 4.3.9.0 Upon an extension of the time for completion of the work or any part of the work or any operation(s) involved therein pursuant to Clause 4.3.5.0 or Clause 4.3.6.0 hereof, the extended date/time of completion shall be deemed to be the relative date of completion in the Progress Schedule, and such extension shall constitute, the sole remedy of the CONTRACTOR for and/or arising out of such delays, and the CONTRACTOR hereby waives any and all contrary rights.
- 4.3.10.0 The mere fact that the OWNER shall not have terminated the contract or that the OWNER or Engineer-in-Charge has permitted the CONTRACTOR, for the time being, to continue with the work for its completion shall not prejudice the full rights and remedies available to the OWNER under the contract arising out of the delayed completion, including the right of Price discount, damages and/or termination. Such permission(s) shall unless specifically stated to be an extension of time under clause 4.3.5.0 or Clause 4.3.6.0, as the case may be, not be construed as extension(s) of time under Clause 4.3.5.0 or 4.3.6.0 hereof, and shall merely constitute an indication or intimation, as the case may be, of the OWNER's willingness, for the time being, to accept the delayed completion, subject to its rights under the Contract.
- 4.3.11.0 No assurance, representation, promise or other statement by any personnel, engineer or representative of the OWNER in relation to extension of time for commencement or completion of any work(s) or operation thereof or of the entire works under the Contract shall be binding upon the OWNER or shall constitute an extension of time for commencement or completion of the entire work(s) or any part or operation thereof within the provisions of Clause 4.3.5.0 or Clause 4.3.6.0 hereof, unless the same has been communicated to the CONTRACTOR in writing by the Engineer-in-Charge under Clause 4.3.5.0 or by the General Manager under Clause 4.3.6.0 and the writing specifically states that it embodies an extension of time within the provisions of Clause 4.3.5.0 or Clause 4.3.6.0 as the case may be, and without prejudice to the foregoing, the mere agreement or prescription or signing of a Progress Schedule by the Site Engineer or any site representative of the OWNER at variance with the Progress Schedule, as the case may be, referred to in Clauses 4.3.2.0, 4.3.3.0 and/or 4.3.4.0 hereof or containing an extended time of commencement or completion in

respect of the entire work(s) or any part or operation thereof shall not anyway constitute an extension of time in the terms of the Contract so as to bind the OWNER or relieve the CONTRACTOR of all or any of his liabilities under the Contract, nor shall constitute a promise on behalf of the OWNER or a waiver by the OWNER of any of its rights in terms of the Contract relative to the performance of the Contract within the time specified or otherwise, but shall be deemed only (at the most) as a guidance to the CONTRACTOR for better organizing his work on a recognition that the CONTRACTOR has failed to organize his work and/or perform the same within the time specified in the Progress Schedule established within the provisions of Clause 4.3.2.0 or Clause 4.3.3.0 or Clause 4.3.4.0 hereof, as the case may be.

4.4.0.0 PRICE ADJUSTMENT FOR DELAY IN COMPLETION

4.4.1.0 The contractual price payable shall be subject to adjustment by way of discount as hereinafter specified, if the Unit(s) are mechanically completed or the contractual works are finally completed, subsequent to the date of Mechanical Completion/final completion specified in the Progress Schedule.

4.4.2.0 If Mechanical Completion of the Unit(s)/final completion of the works is not achieved by the last date of Mechanical Completion of the Unit(s)/final completion of the works specified in the Progress Schedule (hereinafter referred to as the “starting date for discount calculation”), the OWNER shall be entitled to adjustment by way of discount in the price of the works and services in a sum equivalent to the percent of the total contract value as specified below namely:

- (i) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 1 (one) week of the starting date for discount calculation – 1% of the total contract value.
- (ii) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 2 (Two) weeks of the starting date for discount calculation – 2% of the total contract value.
- (iii) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 3 (Three) weeks of the starting date for discount calculation –3% of the total contract value.
- (iv) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 4 (Four) weeks of the starting date for discount calculation –4% of the total contract value
- (v) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 5 (Five) weeks of the starting date for discount calculation –5% of the total contract value.
- (vi) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 6 (Six) weeks of the starting date for discount calculation –6% of the total contract value.
- (vii) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 7 (seven) weeks of the starting date for discount calculation –7% of the total contract value.
- (viii) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 8 (Eight) weeks of the starting date for discount calculation –8% of the total contract value.
- (ix) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 9 (Nine) weeks of the starting date for discount calculation –9% of the total contract value.
- (x) For Mechanical Completion of the Unit(s)/final completion of the works achieved within 10(ten) weeks of the starting date for discount calculation –10% of the total contract value.
- (xi) The reduction in the contract price hereunder by way of price discount shall in noevent exceed 10% (ten percent) of the total contract value.

4.4.2.1 The starting date for discount calculation shall be subject to variation upon extension of the date for Mechanical Completion of the Unit(s)/final completion of the works with a view that upon any such extension there shall be an equivalent extension in the starting date for discount calculation under Clause 4.4.2.0 hereof.

4.4.2.2 It is specifically acknowledged that the provisions of Clause 4.4.2.0 constitute purely a provision for price adjustment and/or fixation and are not to be understood or construed as a provision for liquidated damages or penalty under Section 74 of the Indian Contract Act or otherwise.

4.4.3.0 Application of price adjustment under clause 4.4.2.0 above shall be without prejudice to any other right of the OWNER, including the right of termination under clause 7.0.1.0 and associated clauses thereunder.

4.4.4.0 Nothing in Clause 4.4.2.0 above shall prevent the OWNER from exercising its right of termination of Contract under Clause 7.0.1.0 hereof and associated clauses thereunder, and OWNER shall be entitled, in the event of exercising its said right of termination after the last date for Mechanical Completion of the Unit(s) and/or final completion of the works as stipulated in the relative Progress Schedule without prejudice to any other right or remedy available to the OWNER, to discount as aforesaid in the contractual price of services in addition to any amount as may be due consequent to a termination under Clause 7.0.1.0 hereof and associated clauses thereunder.

4.5.0.0 SCHEDULE OF ACTIVITIES

4.5.1.0 The provisions of this Clause 4.5.0.0 and associated Clauses hereunder shall apply only to a contract in which the Schedule of Rates specifies a lumpsum price payable for the whole or any part of the work(s) or activities covered by the Contract. If only part(s) of the work(s) or activities under the Contract are the subject of a lump sum price then the provisions of this clause shall apply only to such part.

4.5.1.1 The CONTRACTOR shall within 30 (thirty) days from the date of issue of the Letter of Acceptance, furnish to the OWNER a detailed schedule of Activities specifying in detail the various activities which the CONTRACTOR would be required to perform and the milestones with respect to each which the CONTRACTOR would have to achieve in order to set up and establish the unit.

4.5.2.0 Each activity entered in the schedule of Activities and each milestone therein shall be priced so as to break-up so far as possible, the lumpsum price of services into various priced milestones of achievements and priced activities required to achieve those milestones. The Schedule of Activities and the said priced break-up of activities therein are intended only to provide a basis for the purpose of calculating on account payments for services and for the calculating payments due to the CONTRACTOR under Clause 2.7.5.0 hereof upon cancellation of Contract, and for no other purpose.

4.5.3.0 The OWNER shall review or cause to be reviewed the prima facie adequacy, sufficiency, validity and/or suitability of the activities listed in the Schedule of Activities for the works they are intended, and of the prices indicated in the Schedule of Activities in respect thereof. Such review shall be performed in conjunction with the design, engineering, specification and other technical reviews to be done by the OWNER and all provisions applicable thereto shall be applicable to the review of the Schedule of Activities.

4.5.4.0 No such review shall in any manner absolve the CONTRACTOR of his full responsibility under the contract to perform within the lump-sum price of services specified in the Price Schedule, all services and to perform and undertake the work(s) required to set up and establish the Unit in accordance with the Contract and the specifications, complete in all respects, whether or not any particular work or activity required is included within the schedule of activities and whether or not the price thereof is included in the price indicated in the Schedule of Activities and whether or not the price thereof is in conformity with the price thereof indicated in the Schedule of Activities. The review and approval of the Schedule of Activities and the prices therein are intended only for the satisfaction of the OWNER that the priced Schedule of Activities prima facie covers the activities required to be performed by the CONTRACTOR within the scope of services.

4.5.5.0 The Schedule of Activities shall be subject to amendment in both items and prices in so far as necessary consequent upon any amendment in any relevant related technical particulars, and upon any amendment the amended Schedule of Activities as approved by the OWNER shall thereafter constitute the Schedule of Activities as envisaged in the Contract Documents.

4.6.0.0 REPORTS AND RECORDS

4.6.1.0 The CONTRACTOR shall, from time to time, maintain at each job site (in addition to any records or registers required to be maintained by the CONTRACTOR under any law, rule or regulations having the force of law) such records and registers as the Engineer-in-Charge or Site Engineer shall or may require the CONTRACTOR to keep and/or maintain from time to time.

- 4.6.2.0 In addition to any other records or registers required to be maintained by the CONTRACTOR from time to time and/or the reports required to be furnished by the CONTRACTOR, the CONTRACTOR shall daily or otherwise as may be prescribed by Engineer-in-Charge or Site Engineer, submit to the Site Engineer a Progress Report of all work done and/or progress achieved by the CONTRACTOR at each job site within the preceding day or the period of last report, as the case may be.
- 4.6.2.1 The receipt and/or acceptance of any such report by the Site Engineer shall be without prejudice to the full rights and remedies of OWNER and obligations/liabilities of the CONTRACTOR under the Contract, and shall not anyway operate as an estoppel against the OWNER by reason of the fact that no notice or objection was taken of or to any information contained in any such report; nor shall any statement in any such report be deemed to be correct merely by virtue of the existence of such statement, and its being uncontroverted by any officer of the OWNER.
- 4.6.3.0 The CONTRACTOR shall also maintain at each job site a Site Order / Site Instructions Book, in which the day to day instructions of the Site Engineer / Engineer-in-charge / other Inspecting Officers of the Owner shall be recorded. Each such Order / Instruction shall be duly acknowledged and compliance with the same shall also be recorded in the appropriate columns of the Site Order / Site Instructions Book. This Book shall be kept available for inspection by the Officers of the OWNER. The Site Order / Site Instruction Book shall be lodged with the Engineer-in-charge on completion of the Work or sooner determination of the contract for any cause.
- 4.7.0.0 EXECUTION OF THE WORK**
- 4.7.1.0 The CONTRACTOR shall provide sufficient labour, staff (qualified and unqualified), machinery, tools and equipment, material, consumables, utilities and things whatsoever necessary for the proper performance of the work and to ensure the rate of progress as envisaged in the Progress Schedule.
- 4.7.1.1 All the skilled persons employed by the CONTRACTOR (directly or through his sub-contractors and/or other agencies) on the work shall be duly and adequately skilled in their respective trades, to the satisfaction of the Engineer-in-charge. Any person employed on the work found to be inadequately skilled or otherwise incompetent, may be directed by the Engineer-in-charge to be removed from the site and replaced by adequately skilled and competent persons and the CONTRACTOR shall forthwith comply with such directions of the Engineer-in-charge.
- 4.7.2.0 If, in the opinion of the Engineer-in-Charge or Site Engineer (the opinion of either of whom in this behalf shall be final), the work(s), operation(s) at any job site as a whole is/are not meeting the progress necessary to achieve the relative date of commencement or completion in the Progress Schedule, the Engineer-in-charge or Site Engineer may instruct the CONTRACTOR to employ/provide additional labour, staff, machinery, tools, equipment or material or things necessary to achieve the required progress and CONTRACTOR shall forthwith comply with instruction(s).
- 4.7.3.0 Should the CONTRACTOR fail to comply with such instruction(s) or fail to comply therewith to the satisfaction of the Engineer-in-charge (whose opinion in this behalf shall be final and binding upon the CONTRACTOR) the Engineer-in-charge may, at his discretion, at the risk and cost of the CONTRACTOR, appoint, procure or provide the additional labour, staff, machinery, equipment, tools and materials as the Engineer-in-charge (whose decision in this behalf shall be final and binding upon the CONTRACTOR), considers necessary to achieve the necessary progress in relation to any particular work or operation or the work as a whole. In so doing, Engineer-in-charge/ Site Engineer shall be deemed to be acting for and on behalf of and as agent of the CONTRACTOR and all such appointments, procurement and/or provision shall be deemed to have been made by the CONTRACTOR, and paid for by the CONTRACTOR. In addition to the other amounts payable to OWNER in respect of any labour, staff, machinery, equipment and/or material, as aforesaid procured or provided by the OWNER, the OWNER shall be entitled in this event to recover from the CONTRACTOR 15% (fifteen percent) as supervision charges on the total expenditure incurred by the OWNER under this clause, on behalf of the CONTRACTOR.

- 4.7.4.0 Without prejudice to the OWNER's rights under Clause 4.7.3.0 and in addition or as an alternative thereto, should the Engineer-in-charge at any stage (notwithstanding that the time for completion of the relative work or item of work as specified in the Progress Schedule has not expired) be of opinion (the opinion of the Engineer-in-charge in this behalf being final) that the performance of any work or item or work by the CONTRACTOR is unsatisfactory (whether in the rate of progress, the manner, quality or workmanship of the performance, or in the adherence to specifications, or in the omission, neglect or failure to do, perform, complete or finish any work or item, or for any other cause whatsoever), the Engineer-in-charge shall be entitled (without prejudice to any other rights of the OWNER and/or obligations of the CONTRACTOR under the Contract) at his discretion and the risk and cost of the CONTRACTOR appoint one or more sub-contractors for the satisfactory performance thereof or any part thereof, or may undertake the performance thereof or any part thereof departmentally, and the provisions of Clause 4.7.3.0 hereof shall mutatis mutandis apply to any action taken by the Engineer-in-charge pursuant to this clause in the same manner as applicable to an action taken under the said clause.
- 4.7.5.0 If the amount incurred by the Engineer-in-charge, on account of carrying out works under Clause 4.7.3.0 and 4.7.4.0 above, is in excess of the amount due to the CONTRACTOR the OWNER shall be entitled to recover the same, at the OWNER's discretion from any amount due to the CONTRACTOR from the OWNER under this or under any other contract, and any Security Deposit(s) or Bank Guarantee(s) of the CONTRACTOR.
- 4.7.6.0 Any action taken by the Engineer-in-Charge or Site Engineer under Clauses 4.7.3.0 and / or 4.7.4.0 shall be without prejudice to the full rights of the OWNER and full liability of the CONTRACTOR under the Contract, including but not limited to the OWNER's full rights under Clause 4.4.0.0 and associated clauses thereunder, and under Clauses 7.0.7.0 and 7.0.8.0 hereof
- 4.8.0.0 SUB CONTRACTS**
- 4.8.1.0 The CONTRACTOR shall not assign, sub-contract or sublet the whole or any part of the work in any manner, provided the CONTRACTOR may with the prior written approval of the Engineer-in-Charge, sub-contract any particular work or part of the work to a Sub-Contractor approved by the Engineer-in-Charge.
- 4.8.2.0 Notwithstanding approval of the sub-contract as aforesaid and notwithstanding that the Engineer-in-Charge shall have received a copy of the Contract between the CONTRACTOR and sub-Contractor, the CONTRACTOR shall be and shall remain exclusively responsible to the OWNER for the due and proper performance of the Contract, and the Sub-Contractor shall for all purposes vis-à-vis the OWNER be deemed to be the servant/agent of CONTRACTOR employed for the performance of the particular work with full responsibility on CONTRACTOR for all acts, omissions and defaults of the sub-contractor.
- 4.8.3.0 Subject as hereinabove in this behalf specifically permitted and provided, the CONTRACTOR shall not sub-contract any work under the Contract and any sub-contract in breach hereof shall be deemed to be an unauthorized sub-contracting of the Contract or part or portion thereof sub-contracted, as the case may be.
- 4.8.4.0 If any sub-contractor engaged upon the work at the site executes any work which in the opinion of the Engineer-in-Charge is not of the requisite standard (the opinion of the engineer-in-charge being final in this behalf), then without prejudice to any other right or remedy available to the OWNER, the Engineer-in-Charge may, by written notice to the contractor, require the contractor to terminate such sub-contract, and the CONTRACTOR shall upon receipt of such notice, forthwith terminate such sub-contract at the risk and cost of the CONTRACTOR, and shall keep the OWNER indemnified from and against the consequences.
- 4.8.5.0 Notwithstanding such sub-contract being approved by Engineer-in-Charge as herein envisaged, the CONTRACTOR shall at the commencement of every month furnish Engineer-in-Charge with a list of all sub-contractors engaged and working at the site during the previous month, with particulars of the general nature of the works performed by them.

4.9.0.0 MISCONDUCT

- 4.9.1.0 If and whenever any of CONTRACTOR's or sub-contractor's agent(s)/sub-agent(s), consultant(s) or employee(s) shall in the opinion of the Engineer-in-Charge or Site Engineer (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or insufficiently qualified or negligent in the performance of his/their duties, or if in the opinion of the Engineer-in-Charge (which shall be final) it is undesirable for any reason (which need not be disclosed to the CONTRACTOR) for such person(s) to be employed in the work, the CONTRACTOR, if so directed by the Site Engineer, shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) so removed shall not be re-employed in the work except with the prior permission in writing of the Engineer-in-charge. Any person(s) so removed from the works shall be immediately replaced at the expense of the CONTRACTOR by a qualified and competent substitute.
- 4.9.2.0 If, at any time, in the course of execution of the contract, the Engineer-in-charge finds that any person employed by the CONTRACTOR or his sub-contractor(s) or other agency(ies) employed by the CONTRACTOR is not observing and/or is willfully flouting the operating security and safety precautions of the area in which he is working and/or are found to be indulging in activities prejudicial to the interest of the OWNER, the CONTRACTOR shall forthwith, on being directed by the Engineer-in-charge in this behalf remove or cause to be removed such person(s), as may be named by the Engineer-in-charge in this behalf, from the site, within 24 hours of such intimation and such person(s) shall not be re-employed in this work or any other work under the OWNER, without the prior written permission of the OWNER. All repatriations of any person(s) removed from the site shall be done by the CONTRACTOR at his own cost and the vacancy(ies) so caused shall be filled by the CONTRACTOR at his own expenses by competent substitutes.
- 4.9.3.0 If any activities of any such person are considered by the OWNER or Engineer-in-Charge to be criminal in character and/or prejudicial to the public or national interest, the CONTRACTOR shall, in addition to removing, such person(s) as stipulated in 4.9.2.0 above, also co-operate with the Engineer-in-charge in lodging such complaints with the police or other authorities as the OWNER or Engineer-in-Charge considers necessary, and shall co-operate with the OWNER, in handing over such person(s) to the concerned authorities as decided by the OWNER.
- 4.9.4.0 The CONTRACTOR shall keep the OWNER indemnified from and against all personnel and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act or omission or intermission on part of any sub-contractor or agent, sub-agent, consultant, or employee of the CONTRACTOR or any sub-contractor, whether committed, omitted or arising with or without the scope of the contract, sub-contract, agency or employment, or otherwise.

4.10.0.0 CHANGE IN CONSTITUTION OF THE CONTRACTOR:

- 4.10.1.0 The CONTRACTOR, whether an individual, Proprietary concern, Partnership firm, Private Limited Company or Public Limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in the case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior intimation to and approval of the OWNER. Any such unauthorized change shall attract the provisions of Clause 7.0.1.0 hereof.

4.11.0.0 DEVIATIONS AND VARIATIONS IN SPECIFICATIONS

- 4.11.1.0 The Engineer-in-Charge may at his discretion, and without prejudice to any other right or remedy available to the OWNER in this behalf permit a deviation or variation from the Specifications or accept any work or items of work performed by the CONTRACTOR at variance with the Specifications and any such permission, deviation or variation shall ipsofacto be subject to the condition that the monetary benefit of the deviation or variation, as determined by the Engineer-in-charge (whose decision shall be final and binding upon the CONTRACTOR) shall be passed on to the OWNER. In such event the CONTRACTOR shall be entitled only to such remuneration in respect of such works or item(s) of work as may be determined by the Engineer-in-charge after

reduction of the monetary benefit arising from the deviation or variation as determined by the Engineer-in-charge after reduction of the monetary benefit arising from the deviation or variation as determined by the Engineer-in-charge which determination shall not be disputable by nor can otherwise from the subject matter of a notified claim by the CONTRACTOR.

Any permission or acceptance for any deviation or variation in specification as envisaged in Clause 4.11.1.0 hereof shall not be undertaken by the CONTRACTOR unless specifically given in writing by the Engineer-in-charge to the CONTRACTOR in the absence of which any deviation taken or variation done in any work performed by the CONTRACTOR at variance with contractual specifications, shall be deemed to be defective works attracting consequences elsewhere herein specified with respect to defective work(s).

SECTION – 5

INSPECTION, TESTING AND QUALITY ASSURANCE

5.0.1.0 QUALITY ASSURANCE

5.0.2.0 Within two weeks of the receipt of the Letter of Acceptance from the OWNER, the CONTRACTOR shall submit to the Engineer-in-charge, a detailed Quality Assurance Plan envisaged by him for ensuring due and proper adherence to Quality as required by the Specification for the work. This Quality Assurance Plan (QAP) shall give in detail the Organization and Methodology, Checks and Controls, as well as the Correction mechanisms built into the QAP system as envisaged by the CONTRACTOR at the Site and elsewhere, for ensuring quality inputs into the work and for ensuring quality output on the job.

5.0.3.0 The Engineer-in-charge shall be entitled, from time to time and any time to make or cause to be made such addition(s), modification(s) or alteration(s) in the QAP as he considers necessary to improve the QAP (the decision of the Engineer-in-charge in this behalf shall be final and binding on the CONTRACTOR), and the CONTRACTOR shall thereafter follow the QAP as added, modified or altered by the Engineer-in-charge.

5.1.0.0 INSPECTION AND TESTING OF MATERIALS

5.1.1.0 The Engineer-in-Charge shall be entitled at all times, at the risk of the CONTRACTOR, to inspect and/or test by itself or through an independent person(s) or agency(ies) appointed by the OWNER or Engineer-in-Charge and/or to direct the CONTRACTOR to inspect and/or test or to get inspected and/or tested, all materials, items and components, whatsoever supplied or proposed for supply for incorporation in the works, inclusive during the course of manufacture or fabrication by the CONTRACTOR and/or at the CONTRACTOR's or his sub-vendors' works or otherwise, of such material, item or component. The inspection and/or tests shall be conducted at the expense of the CONTRACTOR and may be directed by the OWNER or Engineer-in-charge to be conducted by authorized representatives of the Engineer-in-charge or third party inspection agency(ies) appointed by the OWNER. The OWNER may also require that all the inspections and tests conducted by the CONTRACTOR at his works or his sub-vendors' works be carried out in the presence of authorized representatives of the Engineer-in-charge/ third party inspection agency(ies) appointed by the OWNER. The CONTRACTOR shall provide the Engineer-in-charge and/or their representatives/Agents every facility of assistance necessary for carrying out or witnessing, as the case may be the Test(s) / Inspection(s).

5.1.2.0 The CONTRACTOR shall also on receipt of intimation of any communication of any inspection or tests by the Engineer-in-Charge or any of their representative(s)/ agency(ies) nominated by the OWNER or Engineer-in-Charge in this behalf, present himself or his authorized representative at the place of inspection and/or testing to receive any orders or instructions consequent thereto, as shall be necessary.

- 5.1.3.0 The CONTRACTOR shall furnish to the Site Engineer for approval when requested, or as required by the specifications or other contract documents, adequate samples of all materials and finishes intended for incorporation in the works, such samples are to be submitted before the work is commenced permitting sufficient time for test(s)/ examination(s) thereof of the OWNER. All materials furnished and finishes incorporated in the work shall conform to the approved sample(s) in all respects.
- 5.1.4.0 The Engineer-in-Charge and/or Site Engineer shall be entitled to reject at any time any defective material, item or component (including specially manufactured or fabricated items and components) supplied by the CONTRACTOR for incorporation in the works, notwithstanding previous inspection and/or testing thereof by or on behalf of the OWNER without rejection and notwithstanding previous approval thereto by or on behalf of the OWNER (the decision of the Engineer-in-Charge as to any defect as aforesaid being final and binding upon the CONTRACTOR); and upon such rejection, the CONTRACTOR shall either perform such work or improvement thereon or in respect thereof, as shall be necessary to bring the material item/component to the requisite standard, or shall, if so required by the Engineer-in-Charge (whose decision in this behalf shall be final), remove the rejected material/item/component from the job site within the time specified by the Engineer-in-Charge or the Site Engineer and replace it at his own cost and expense (without additional remuneration or compensation in respect thereof) with material(s)/ item(s)/ component(s) approved by the Site Engineer. The provisions of clause 5.2.7.0 hereof shall mutatis mutandis apply to any failure or default by the CONTRACTOR to do so.
- 5.2.0.0 INSPECTION AND TESTING OF WORKS**
- 5.2.1.0 The CONTRACTOR shall at all times ensure the highest standards of workmanship relative to the work, to the satisfaction of the Site Engineer or any Inspector(s) or Inspecting Agency(ies) nominated by the Engineer-in-Charge in this behalf. The Site Engineer/Inspector(s)/Inspecting Agency(ies) shall have the power to inspect the work in all respects, at any and all times up to completion of the work as also to test or instruct the CONTRACTOR to test the works or any structure, material or component thereof at the risk and cost of the CONTRACTOR, either by the CONTRACTOR or by any agency(ies) nominated by the Engineer-in-Charge or Site Engineer in this behalf.
- 5.2.1.1 The CONTRACTOR shall provide all facilities, instruments, material, labour and accommodation required for inspecting and testing the works (including checking the setting out of the works) and shall afford the Site Engineer/Inspector(s)/Inspecting Agency(ies) all assistance necessary to conduct the tests.
- 5.2.1.2 The CONTRACTOR shall also provide and keep at all times during the progress of the work and maintenance period, proper means of access to the works and every part thereof by means of ladders, gangways, etc., and necessary attendance to move and set up the same as directed by the Site Engineer/Inspector(s)/Inspecting Agency(ies) for inspection or measurement of the works.
- 5.2.2.0 On no account shall the CONTRACTOR proceed with concreting or other work such as (but not limited to) foundations, superstructure or edge preparation of pipes for welding by covering up or otherwise placing beyond the reach of inspection or measurement any works before necessary inspection entries are filled in the Site Inspection Register by the Site Engineer or the Inspector(s) or Inspecting Agency(ies)
- 5.2.3.0 Should the CONTRACTOR fail to comply with any of the provisions foregoing relative to inspection and/or testing of the works, the Engineer-in-Charge or Site Engineer shall in his absolute discretion; be entitled to remove/dismantle and/or uncover, as the case may be, at the risk and cost of the CONTRACTOR, for test and examination any works, structure or component thereof installed, erected or put up by the CONTRACTOR and to conduct or have conducted the test(s) and/or examination at the risk and cost of the CONTRACTOR. In such event, the CONTRACTOR shall also bear the risk and costs of replacement, reinstallation or re-erection of the concerned works, structure, or component, as the case may be.

- 5.2.4.0 Notwithstanding anything provided in the foregoing clauses hereof, the CONTRACTOR shall be and remain liable at his own cost and initiative to conduct all tests at all relevant times during supply, erection and installation of any works, structure, material or component as shall be required in terms of the Contract Documents or by any codes or specifications referred to therein or approved by the OWNER or the Engineer-in-Charge. Where the Contract Documents or codes or specifications do not state or nominate the agency or laboratory where such test shall be conducted, the same shall be conducted at the cost of CONTRACTOR through an agency(ies) or laboratory(ies) nominated by the OWNER or the Engineer-in-Charge for the purpose.
- 5.2.5.0 Should the Engineer-in-Charge or Site Engineer on inspection or testing be not satisfied with the quality or workmanship of any works, structure, item or component (the decision of the Engineer-in-Charge being final in this behalf), the CONTRACTOR shall forthwith re-perform, replace, reinstall or re-erect, as the case may be, such works, structure, item or component and no such rejected works structure, item or component shall be reused with reference to the work except with the prior permission of the Engineer-in-Charge or Site Engineer, and the provisions of Clause 5.2.7.0 hereof shall apply to default by the CONTRACTOR of the provisions of this Clause.
- 5.2.6.0 Notwithstanding anything provided in foregoing clauses hereof and notwithstanding that the Site Engineer and/or Inspector(s) or Inspecting Agency(ies) has/have inspected, tested and/or approved any particular work, structure, item or component, such inspection, test or approval shall not absolve the CONTRACTOR of his full responsibility under the Contract (inclusive of and relative to specification fulfillment and performance guarantees) the said inspection and test procedure being intended basically for the satisfaction of the OWNER that prima facie the erection done and/or materials and components supplied for incorporation in the works is in order.
- 5.2.7.0 Should the CONTRACTOR fail to remove and/or re-perform replace, reinstall, re-erect as the case may be, any work, structure, material, item or component rejected or found defective in terms of Clause 5.1.4.0 or Clause 5.2.5.0 hereof within such period as the Engineer-in-Charge may specify by written notice to the CONTRACTOR in this behalf, the CONTRACTOR shall be deemed to be in breach of contract within the provisions of Clause 7.0.1.0 hereof with regard to termination of Contract and associated provisions thereunder and the OWNER and Engineer-in-Charge shall be entitled (without prejudice to any other right or remedy of the OWNER) to remove the rejected/defective works, structure, material, item or component and to re-perform, replace reinstall and/or re-erect, as the case may be, the same by itself or through other agency(ies) or contractor(s) at the risks and costs of the CONTRACTOR in all respects, and recover the costs incurred by the OWNER in this behalf together with a supervision charge of 15% (fifteen percent) thereon admissible to the OWNER, and the OWNER shall be entitled (without prejudice to any other mode of recovery) to deduct the same from the Running Account/Final Bill(s) of the CONTRACTOR or any monies becoming due to the CONTRACTOR from time to time under this or any other Contract.
- 5.2.7.1 For the purposes of Clauses 5.2.7.0 hereof, the decision of the Engineer-in-Charge on whether the works, structure, material, item or components is/are defective and/or is/are required to be removed and/or re-performed replaced, re-installed and/or re-erected, as the case may be, and as the costs incurred by the OWNER in this behalf, shall be final and binding upon the CONTRACTOR.
- 5.2.8.0 Without prejudice to and in addition to any other right of inspection, test or examination by the OWNER, before or after the passing and payment of the Final Bill, but before the expiry of the defect liability period, external agencies such as the Chief Technical Examiner of the Central Vigilance Commission shall have the right to technically audit the works. Any defects in the works pointed out by this technical audit group/agency shall be final and binding on the CONTRACTOR, notwithstanding that the Final Bill had been passed and/or paid to the CONTRACTOR and notwithstanding that the findings and report of this agency is released after the expiry of the defect liability period. The CONTRACTOR shall be bound to remove the defects pointed out by the technical audit group/agency and to repair/replace the defective works to the satisfaction of the OWNER, and the OWNER shall be entitled to retain in whole or part the Contractor's dues (if the Final Bill has not been paid), or the Security Deposit(if any) remaining in the hands of the OWNER, or to encash in whole or part the Bank Guarantee(s) (if any) remaining in the hands of

the OWNER to ensure the fulfillment of the CONTRACTOR's obligations in this regard. The Provisions of Clauses 5.2.7.0 and 5.2.7.1 hereof shall mutatis mutandis apply to such defect(s).

5.2.8.1 Should the CONTRACTOR fail to comply with the provisions of Clause 5.2.8.0 hereof, the provisions of Clauses 5.2.7.0 and 5.2.7.1 hereof shall mutatis mutandis apply.

5.2.8.2 In case the defects or any of them are such as not to require replacement, the OWNER shall have the right to accept the defective work with suitable reduction in rates/price, as may be determined by the General Manger, for the determination of which the provisions of Clause 2.4.1.2 hereof shall mutatis mutandis apply, for which purpose any reference in Clause 2.4.1.2 to the Engineer-in-Charge shall be deemed to be a reference to the General Manager, and the defective works shall be deemed to be works not covered by the Schedule of Rates/lumpsum price as the case may be. The reduction as determined by the Engineer-in-charge shall be final and binding on the CONTRACTOR.

5.2.8.3 Should the money retained by the OWNER pursuant to the provisions of Clause 5.2.8.0 hereof be insufficient to meet the CONTRACTOR's liabilities, the CONTRACTOR shall forthwith on demand by the OWNER pay the shortfall, failing which the CONTRACTOR shall be liable to pay the OWNER interest on the outstanding at the rate of interest applied by the State Bank of India on overdrafts, and the OWNER shall, without prejudice to any other right or remedy available to the OWNER, be entitled to recover the shortfall from any amount(s) payable or becoming due and payable under any other contract(s).

5.3.0.0 FINAL TESTS & POSSESSION OF WORKS

5.3.1.0 As soon as the works have been completed in all respects to the satisfaction of the Engineer-in-charge or Site Engineer, Final Tests of the works shall be undertaken by the CONTRACTOR at the risks and costs of the CONTRACTOR, in the presence of the Site Engineer or his authorized representative(s). The OWNER may at its discretion permit final test(s) piecemeal in respect of particular part(s) or group(s) of the works or in respect of particular job site(s) involved.

5.3.1.1 The CONTRACTOR and the Site Engineer shall maintain a joint record of all final tests conducted, together with the results thereof, indicating the dates on which each of the said final tests was completed part-wise, component-wise, section-wise, group-wise, plant-wise, system-wise and sub-system wise, as well as on the entire works or Unit as a whole.

5.3.2.0 The OWNER shall be entitled to take over for operation, any of the various parts, components, sections, groups, plants, systems or sub-systems of the work, on which the respective final tests are completed. The date, on which the final tests on the entire work have been completed, shall be reckoned as the date of completion of the entire work covered by the contract.

5.3.2.1 Unless commissioning is included within the scope of work of the CONTRACTOR, in a contract in which the scope of work of the CONTRACTOR includes erection and/or installation of a Plant or Unit or of any equipment, the date of Mechanical Completion thereof recorded by the Engineer-in-charge pursuant to successful final tests under Clause 5.3.1.1 hereof shall be reckoned as date of completion of the work.

5.3.3.0 If during Final Tests or prior there to any defect(s) in the design (insofar as the work may involve any designing on the part of the CONTRACTOR) or in any work performed or structure or component in-stalled or erected or re-installed or re-erected or in any installation or erection or material or other items incorporated in the works, is/are noticed, the CONTRACTOR shall forthwith repair (if it can be repaired) and/or remove and/or demolish the same (if cannot be repaired) and replace, re-install and re-erect the same and otherwise do and provide whatever is necessary to be done or provided to correct repair, and/or rectify the defect(s) to the satisfaction of the Engineer-in-charge, and if the defect(s) be discovered during the Final Tests, the CONTRACTOR shall thereafter repeat the Final Tests or such of them as may be required to be repeated and so on, until the successful conclusion of Final Tests as aforesaid, without any defects in respect of the entire works or Plant or Unit, as the case may be.

- 5.3.3.1 Should the CONTRACTOR fail to correct, repair or rectify any defects as aforesaid, the provisions of Clause 5.2.7.0 and 5.2.7.1 hereof shall mutatis mutandis apply.
- 5.3.4.0 If, by reason of any default on the part of the CONTRACTOR, final tests cannot be conducted in respect of the entire works or for the Plant or Unit (in the case of a Contract which includes within its scope the erection or installation thereof) or for any of the separate part(s), component(s), section(s), group(s), system(s) or sub-system(s) comprised therein, within 30 (thirty) days after the dates fixed for the completion of the entire works covered by the contract under the Progress Schedule or Mechanical Completion of the Plant/Unit, as the case may be, the OWNER shall be entitled, notwithstanding anything provided in Clause 5.3.2.0 hereof and without prejudice to any other rights or remedies of the OWNER and/or the liabilities of the CONTRACTOR under the Contract including (but not limited to) the rights of the OWNER under clauses 4.4.0.0, 7.0.1.0 and associated clauses thereunder, to take over and use the incomplete works or Plant or Unit, as the case may be, with or without affording the CONTRACTOR any further opportunity for completing the works and/or satisfying the requirements of final tests. The taking over and possession or use of the works or Plant or Unit or any part or portion or component, section or group or system or sub-system thereof by the OWNER, under the above provisions shall not be deemed to be an acceptance of the works or Plant or Unit or the relative part, portion, component, section, group, plant, system or sub-system, as the case may be, nor shall relieve the CONTRACTOR of his full obligations in respect thereof under the contract.
- 5.3.5.0 If the CONTRACTOR is permitted to complete and/or conduct final tests for the works or Plant or Unit, or any part of the works or Plant or Unit, as the case may be, after it is taken over under the provisions hereof, this shall be without prejudice to the rights of the OWNER under the contract, including (but not limited to) clauses 4.4.0.0 and 7.0.1.0 and associated clauses thereunder.
- 5.3.5.1 If the CONTRACTOR is permitted to complete and/or conduct final tests for the works or Plant or Unit or any part of the works or Plant or Unit, as the case may be, and the CONTRACTOR is of opinion that such taking over and/or use shall require an extension of time for completion and/or for conducting final tests, the provisions of Clause 4.3.5.0 and associated Clauses thereunder relating to extension of time shall apply.
- 5.3.5.2 If pursuant to action under Clause 5.3.4.0 the CONTRACTOR is not permitted by the OWNER to complete and/or to conduct final tests for the works or Plant or Unit or any part thereof, the incomplete works/Plant/Unit shall be deemed to be a defective work. If the OWNER decides not to exercise its rights under Clause 4.7.4.0 or Clause 7.0.1.0 in respect thereof, then the OWNER shall (without prejudice to any other right which it may have) be deemed to have agreed to accept the defective works subject to a reduction in the applicable rate(s)/lumpsum price(s) as determined by the General Manger, and the provisions of Clause 5.2.8.2 hereof shall mutatis mutandis apply.
- 5.3.6.0 If the Final Tests cannot be completed in respect of the entire work or the Plant/Unit or any part/component/section/group/system/subsystem thereof, for reasons solely attributable to the OWNER, within 30 (thirty) days after the date fixed for completion of the entire Works or Mechanical Completion of the Plant/Unit, as the case may be, under the Progress Schedule, the OWNER shall be entitled to take over and use the works/Plant/Unit pending the completion of the Final Tests by the CONTRACTOR at a later date. If, however, the Final Tests cannot be completed within 6 (six) months of taking over the works/Plant/Unit for reasons solely attributable to the OWNER, the CONTRACTOR's progressive/stage-wise payment, if any, held back specifically for non-completion of the said Final Tests, shall be released to the CONTRACTOR by the OWNER, against a Bank Guarantee for an equivalent amount issued in a form and by a Schedule Bank in India acceptable to the OWNER. This Bank Guarantee shall be kept valid for a period of 6 (six) months from the date of release of payment as aforesaid. If, however, it is still not possible to conduct the Final Tests, within the validity period of the aforesaid Bank Guarantee for reasons solely attributable to the OWNER, the requirement of final Tests for the concerned works or Plant/Unit or part/component/section/group/plant system/sub-system thereof, shall stand waived and the said Bank Guarantee will be released to the CONTRACTOR, duly discharged, by the OWNER.

5.3.7.0 The OWNER may, in addition to any other right(s) or power(s) to take over and/or use incomplete or defective works, at any time during the progress of the works, notwithstanding that time for the completion of the entire works or concerned part, system(s), portion or section thereof according to the Progress Schedule(s) shall not have expired, take over and/or use for any purpose the incomplete or partially completed works or any part, system(s) portion or section thereof, as the case may be, and give the CONTRACTOR an opportunity for completing the work or relative part, system(s) or portion or section thereof, as the case may be, within the time for completion permitted therefor under the Progress Schedule. If in the opinion of the CONTRACTOR, such taking over and/or use require an extension to time for completion, the provision of Clause 4.3.5.0 hereof and associated clauses thereunder relating to extension of time shall apply. Provided always that such taking over, possession or use of the works or any part, system(s), portion or section thereof by the OWNER within the provisions hereof shall not be deemed to be an acceptance of work or relative part, system(s), portion or section thereof by the OWNER or relieve the CONTRACTOR of his full obligations in respect thereof under the CONTRACT.

5.4.0.0 COMMISSIONING AND PERFORMANCE TESTS

5.4.1.0 If commissioning is within the scope of work of a CONTRACTOR engaged inter alia for erection and/or installation of a Plant or Unit, the work shall be deemed not to be complete unless the Plant/Unit is successfully commissioned and handed over to the OWNER for operation.

5.4.2.0 Prior to commissioning the Plant or Unit, the CONTRACTOR shall undertake all operations necessary for start-up of the Plant/Unit to the satisfaction of the Engineer-in-charge.

5.4.3.0 While the OWNER shall provide the utilities required for start-up and commissioning the Plant/Unit and the raw material or feed stock to be processed in the Plant or Unit, the CONTRACTOR shall provide all other inputs and consumables required for start-up and commissioning the Plant/Unit including grease and lubricants and first fill of fuels and oils for the equipment and Machinery.

5.4.4.0 The CONTRACTOR shall provide all personnel required for start-up and supervisory and technical personnel required for commissioning, while the OWNER shall provide operating personnel for commissioning, and shall make and undertake modifications in the Plant/Unit required for successfully commissioning the Plant/Unit. The CONTRACTOR shall not, however, within the scope of the work of erecting and/or installing or commissioning the Plant/Unit be required to supply any material (other than utilities and consumables) required to be incorporated in such modification.

5.4.5.0 The Plant/Unit shall be understood to have been successfully commissioned by continuous and established operation upto full capacity for a continuous period of not less than 7 (seven) days. On successful commissioning of Plant/Unit, the Engineer-in-charge shall issue a Commissioning Certificate which shall state the date of completion of commissioning.

5.4.6.0 If conduct of Performance Tests falls within the scope of work of a CONTRACTOR engaged inter alia for erection and/or installation of a Plant or Unit, the work shall be deemed not to be complete until successful completion of the Performance Tests.

5.4.6.1 Performance tests shall be started when the Unit is stabilized under design conditions. The Plant shall be operated and controlled in accordance with procedures set up beforehand. The performance shall be measured on the basis of the average of data obtained during 72 (seventy two) hours of performance tested under continuous operation of the Unit/ Plant in performance test conditions after the Unit/Plant has been stabilized.

5.4.7.0 The CONTRACTOR shall provide technical and supervisory personnel required to conduct the Performance Tests, while the OWNER shall provide all other inputs required for the purpose. The CONTRACTOR shall make and undertake all modifications required to be made in the Plant/Unit to meet the Performance parameters and/or to successfully complete the Performance Tests for the Plant/Unit. The CONTRACTOR shall not, however, within the scope of work of erecting and/or installing or conducting Performance Tests for the Plant/Unit be required to supply any materials (other than utilities and consumables) required to undertake the modifications. The Performance

Tests shall be repeated, if necessary, until successful completion of the Performance Tests. On successful completion of the Performance Tests, the Engineer-in-charge shall issue the CONTRACTOR a Performance Test Certificate which shall indicate the dates on which the Performance Tests were conducted and the date(s) of successful completion of the Performance Tests. The provisions of Clause 5.2.6.0 hereof shall mutatis mutandis apply to Performance Tests in the same manner as they apply to Final Tests.

- 5.4.8.0 If during commissioning and/or Performance Tests any defects are discovered in any work performed by the CONTRACTOR or in any erection or installation undertaken by the CONTRACTOR, the CONTRACTOR shall forthwith within the scope of work do and provide all that is necessary to be done or provided to correct, repair and/or rectify the defect(s) to the satisfaction of the Engineer-in-Charge and shall remove or demolish and re-erect or re-install the defective works, if necessary, and shall thereafter continue with the commissioning or repeat the Performance Tests, as the case may be, or such of them as are required to be performed, and so on until successful completion of the Commissioning and/or Performance Tests. Should the CONTRACTOR fail to correct, repair or rectify any defects as aforesaid, the provisions of Clauses 5.2.7.0 and 5.2.7.1 hereof shall mutatis mutandis apply.
- 5.4.8.1(a) If on any testing any material or equipment or the Unit does not meet the design, rated or guaranteed performance relative thereto, the CONTRACTOR shall forthwith within the CONTRACTOR's scope of work and at no additional cost to the OWNER undertake such additional tests and/or operations as are necessary to identify the cause of such failure. Such tests and/or operations shall be conducted in conjunction with the Process Licensor, if the Unit as a whole fails to meet the Process Licensor's Guarantees.
- (b) If as a result of such tests and/or operations it is determined that the design, rated and/or guaranteed outputs or capacities have not been met because of a defect or deficiency or unsuitability or inadequacy in or of any material(s) (including machines and equipments) supplied by the CONTRACTOR, the CONTRACTOR shall forthwith in consultation with the Engineer-in-Charge take steps necessary to cause the defect/ deficiency/unsuitability/ inadequacy to be identified and rectified, either by replacement of the defective material or part thereof or by repair thereof.
- (c) If under any of the provisions hereof, the CONTRACTOR is required to undertake any modification, rectification or replacement, the CONTRACTOR shall for this purpose forthwith establish a Time Schedule acceptable to the Engineer-in-Charge for such modification/replacement/rectification bearing in mind the time exigencies and the Project requirements. Should the CONTRACTOR fail to establish the Time Schedule, the Engineer-in-Charge shall establish the Time Schedule, and the Time Schedule so established shall be binding on the CONTRACTOR.
- (d) Should the CONTRACTOR thereafter fail to adhere to a Time Schedule so established for the replacement/rectification, the OWNER may (but without obligation to do so) take over in whole or part such replacement/rectification at the risk and cost of and as agent of the CONTRACTOR. In so doing, the OWNER shall be entitled to identify and employ through private negotiations the quickest available resources of supply and/or work without resorting to the tender process or any other form of competitive bidding and shall be entitled to recover from the CONTRACTOR, the costs incurred by the OWNER in respect thereof, plus 15% (fifteen percent) supervision charges.
- 5.4.9.0 The procedure for commissioning the Plant/Unit and/or for conducting Performance Tests shall be as prescribed by the Engineer-in-Charge taking into account the requirements of the manufacturers/Vendors of plant and equipment and the Licensors of the process(es) involved. The CONTRACTOR shall strictly comply with the procedure to ensure strict adherence with the said requirements.
- 5.4.9.1 Although the CONTRACTOR is not responsible for process guarantees, he shall carry out all activities for collecting the required data during Performance Test runs to identify problems of non-performance for further analysis and modifications required to meet process performance parameters.

5.5.0.0 COMPLETION CERTIFICATE

5.5.1.0 After the final tests have been successfully completed in respect of all the works envisaged in the contract, or after the Plant/Unit has been Mechanically completed, as the case may be, the CONTRACTOR shall clear the job site of all scaffolding, wiring, pipes, surplus materials, CONTRACTOR's labour, equipment and machinery and shall demolish, dismantle and remove all CONTRACTOR's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the job site or any land allotted to the CONTRACTOR by the OWNER and not incorporated in the permanent works and shall remove all rubbish from the job site and the land allotted to the CONTRACTOR and shall clear, level and dress the job site and said land to the satisfaction of the Site Engineer and shall put the OWNER in undisputed custody and possession of the job site and all land allotted by the OWNER to the CONTRACTOR, and unless the CONTRACTOR shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed, and failing compliance by the CONTRACTOR of the provisions of this clause, the provisions of Clauses 7.0.6.0 and 7.0.7.0 hereof and associated provisions hereunder shall mutatis mutandis apply.

5.5.2.0 Upon the satisfactory fulfilment by the CONTRACTOR of the provisions of Clause 5.5.1.0 hereof, the CONTRACTOR shall be entitled to apply to the Engineer-in-Charge, for a Completion Certificate in respect of the entire work or work at any job site, as the case may be, upon submission of the following documents:

- i. The Technical Documents according to which the work was carried out;
- ii. Complete set of working drawings showing therein corrections and modifications (if any) made during the course of execution of the works, signed by the Engineer-in-Charge;
- iii. Certificates of final levels as set for various works, signed by the Site Engineer;
- iv. Records of the final test as maintained jointly and signed by the representative of the CONTRACTOR and the Site Engineer or Mechanical Completion Certificate (if commissioning is not within the CONTRACTOR's scope of work) and Commissioning Certificate (if Performance Tests are not within the CONTRACTOR's scope of work) and Performance Test Certificate (if Performance Tests are within the CONTRACTOR's scope of work).
- v. Certificate of Site Engineer of satisfactory fulfilment of the provisions of Clause 5.5.1.0 hereof;
- vi. List of surplus/scrap materials, (out of the materials issued by the OWNER) returned to the OWNER's Store or otherwise disposed of, duly signed by the Site Engineer;
- vii. Materials-at-site accounting for OWNER supplied materials, signed by the Site Engineer;
- viii. Discharge Certificate in respect of OWNER supplied equipment and machinery, signed by the Site Engineer, and
- ix. Declaration by the CONTRACTOR that he has duly cleared any and all of the dues payable by him to his Labour/Piece rate workers (PRWs), Sub-Contractors, Suppliers, Vendors, Income Tax, Sales Tax, Octroi and Service Tax, Excise and Customs, Provident fund, ESI and royalties, if any.

5.5.3.0 If Engineer-in-Charge is satisfied of the completion of the work relative to which the Completion Certificate has been sought and of the completeness in all respects of the Documents specified in Clause 5.5.2.0 hereof, the Engineer-in-Charge shall, within 14 (fourteen) days of receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the said work in the format prescribed by the OWNER.

5.5.3.1 The issue of a Completion Certificate shall be without prejudice to the OWNER's rights and to the CONTRACTOR's liabilities under the Contract, including the CONTRACTOR's liability for the defect liability period under Clause 5.6.1.0 hereof, nor shall the issue of a Completion Certificate in respect of the works or work at any job site be construed as a waiver of any right or claim of the OWNER against the CONTRACTOR in respect of work or the works at the job site in respect of which the Completion Certificate has been issued.

5.5.4.0 Up to and until issue of the Completion Certificate as provided for hereinabove in respect of the work or works at any job site, the relative work(s) shall be and remain at the risks of the CONTRACTOR in all respects, including (but not limited to) accident, fire, lightning, earthquakes, flood, storm, tempest, riot, civil commotion and/or war, except for such works/Plant/Unit or parts, portions, components, sections, groups, systems or sub-systems, which have been taken over by and put to beneficial use by the OWNER, in respect whereof such risks shall pass to the OWNER when the OWNER takes over the same in terms of the Contract.

5.6.0.0 DEFECT LIABILITY PERIOD:

5.6.1.0 The Defect Liability Period for the works (including the materials incorporated therein within the CONTRACTOR's scope of supply) shall unless otherwise specified be 12 (twelve) months from the date of issue of the Completion Certificate.

5.6.1.1 The CONTRACTOR shall, at his own cost and initiative, correct, repair and/or rectify any and all defect(s) and/or imperfections in the design of the work (insofar as the CONTRACTOR shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein within the CONTRACTOR's scope of supply as shall be discovered during the Defect Liability Period and in the event of the CONTRACTOR failing to do so, the provisions of Clauses 5.2.7.0 and 5.2.7.1 hereof shall apply.

SECTION – 6

MEASUREMENTS AND PAYMENTS

6.0.1.0 FINAL MEASUREMENTS:

6.0.2.0 Within 15 (fifteen) days from the date of completion of Final Test(s) in respect of the works or any portion, section, group or job site, as the case may be, the CONTRACTOR shall cause to be jointly taken with the Site Engineer, final measurements as herein provided for the works covered by the said Final Test(s).

6.0.3.0 If the CONTRACTOR fails to apply to the Engineer-in-Charge for final measurements within 15 (fifteen) days from the date of relative final tests as specified in Clause 6.0.1.0 hereof, the Site Engineer may, of his own initiative, notify the CONTRACTOR in writing of the date(s) for final measurements. The CONTRACTOR shall be bound to present himself for the measurements on date(s) so notified, failing which the provisions of clause 6.1.4.0 hereof shall apply.

6.1.0.0 MODE OF MEASUREMENT:

6.1.1.0 All measurements shall be in the metric system, and except where expressly indicated to the contrary in the Schedule of Rates or other Contract Documents, all measurements shall be taken in accordance with the procedures set forth in the Schedule of Rates, Specifications and other Contract Documents, notwithstanding any provision(s) in the relative standard method of measurement or any other general or local custom to the contrary.

6.1.2.0 In the event of the mode of measurement being not provided for by the Contract Documents in respect of any item of the work, such item of work shall be measured in accordance with the Indian Standard Specification No. 1200 (latest edition) and such other Indian Standard Specifications as may be applicable, and in the event of such item not being covered by the said Indian Standard Specifications, shall be measured in accordance with the method of measurement in this behalf determined by the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.

6.1.3.0 All measurements shall be taken jointly by the Site Engineer or his representative on the one hand and the CONTRACTOR or his representative on the other hand and the CONTRACTOR shall be bound to present himself or his authorized representative whenever so required by the Site Engineer, and shall remain present throughout the time required for joint measurements.

- 6.1.4.0 If the CONTRACTOR absents himself for any reason whatsoever on any date appointed for joint measurements, the joint measurements shall be taken by the Site Engineer in the absence of the CONTRACTOR and the measurements signed by the Site Engineer shall be final and binding upon the CONTRACTOR.
- 6.1.5.0 Measurements shall be signed and dated on each page by the CONTRACTOR/ CONTRACTOR's representative and Site Engineer/Site Engineer representative. If the CONTRACTOR objects to any of the measurements recorded, including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be signed by the CONTRACTOR/CONTRACTOR's representative and Site Engineer/Site Engineer's representative. In the absence of any noted objection as aforesaid, the CONTRACTOR shall be deemed to have accepted the relative measurements as entered in the Measurement Book/Sheets and shall be barred from raising any objection in respect of any measurements recorded in the Measurement book.
- 6.1.6.0 All measurements relative to which any objections have been noted in the Measurement Book shall be submitted to the Engineer-in-Charge for his decision, and the decision of the Engineer-in-charge relative thereto (whether on the correct measurement to be adopted or on the mode of measurement to be adopted) shall be final and binding upon the CONTRACTOR.
- 6.2.0.0 **FINAL BILL**
- 6.2.1.0 On the basis of the Final Measurements entered in the Measurement Books/Sheets (the measurements decided by the Engineer-in-Charge upon any objection and/or mode of measurement decided by the Engineer-in-Charge upon any objection being the measurement to be adopted in such event), the CONTRACTOR shall prepare and submit to the Engineer-in-Charge a Final Bill in the prescribed form with reference to the total work covered by the Contract. Such Bills is to be drawn up by applying the applicable rate(s) specified in the Schedule of Rates to the relative measured quantity(ies). Final Bill shall also include the reconciliation or accounting of all materials supplied by or on behalf of the OWNER as free issue material or otherwise.
- 6.2.1.1 If there is any difference or disputes between the CONTRACTOR and the OWNER as to the item(s) of the Schedule of Rates applicable to any particular supply, work or operation, the decision of the Engineer-in-charge on the applicable item(s) of the Schedule of Rates shall be final and binding upon the CONTRACTOR. If the Engineer-in Charge shall be of the opinion (which opinion shall be final and binding upon the CONTRACTOR) that the disputed supply, work or operation is not covered by any item in the Schedule of Rates or by any other rate fixed pursuant to the provisions hereof, the Engineer-in-charge shall determine the applicable rate(s) in respect thereof according to the provisions of Clause 2.4.1.2 hereof, and the rate(s) so determined by the Engineer-in-charge shall be final and binding on the CONTRACTOR.
- 6.2.1.2 If the CONTRACTOR has already prepared the Final Bill, the CONTRACTOR shall amend the Final Bill to apply the applicable item(s) of the Schedule of Rates and/or rate(s) as determined by the Engineer-in-charge and if the CONTRACTOR has not prepared the Final Bill, shall prepare the Final Bill accordingly.
- 6.2.2.0 The Final Bill shall, in addition to the payment entitlements arrived at according to the provisions of Clause 6.2.1.0 hereof and associated clauses above, include in a separate statement annexed thereto the notified claims of the CONTRACTOR as provided for in Clause 6.6.3.0 hereof.
- 6.2.3.0 The Final Bill drawn in accordance with the provisions hereof shall be submitted to the Engineer-in-charge for certification in quintuplicate (or in such other number of copies as may be prescribed), accompanied by the Completion Certificate relating to the Works.
- 6.2.3.1 The Engineer-in-Charge shall within 30 days of the receipt of the Final Bill drawn in accordance with the provisions hereof proceed to check, correct and certify the Final Bill and shall forward the corrected and certified Final Bill to the OWNER for scrutiny and payment together with the Completion Certificate, and shall send to the CONTRACTOR for his information a copy of the Final Bill as corrected and certified.

- 6.2.4.0 All monies payable under the Contract shall become due to the CONTRACTOR only after submission to the OWNER of the certified Final Bill accompanied by the Completion Certificate in respect of the works.
- 6.2.5.0 Payment of the amount(s) due on the Certified Final Bill to the extent admitted by the OWNER shall be made within 90(ninety) days from the date of its certification by the Engineer-in-charge.
- 6.2.5.1 The payment to the CONTRACTOR on the Final Bill shall be subject to deduction of retention money(ies), balance security deposits and other claims, if any, as well as income tax as provided under section 194-C of the Income Tax Act and such other taxes and deductions as provided for under any law, rule or regulation having the force of law for the time being applicable (including any hold ups directed or necessitated by Court Orders or Orders of any Tribunal or other statutory authority and/or of the Vigilance Commission).
- 6.2.6.0 The OWNER may authorize the Engineer-in-charge and/or any other person(s) to commence a dialogue with the CONTRACTOR for arriving at a settlement of the notified claims of the CONTRACTOR annexed to the Final Bill as provided in Clause 6.6.3.0 hereof.
- 6.2.6.1 If a settlement is negotiated with the CONTRACTOR in respect of such claims and such settlement is approved by the OWNER, the CONTRACTOR shall submit a Supplementary Final Bill to the OWNER drawn in terms of the said settlement, and the provisions of Clause 6.2.3.1 and associated clauses thereunder shall mutatis mutandis apply to such Supplementary Final Bill.
- 6.2.6.2 Payment of the amount due on the Supplementary Final Bill to the extent admitted by the OWNER shall be made within 90 (ninety) days from the date of its certification by the Engineer-in-Charge.
- 6.3.0.0 SCHEDULE OF RATES:**
- 6.3.1.0 The remuneration determined due to the CONTRACTOR, under the provision of Clause 6.2.2.0 hereof shall constitute the entirety of the remuneration and entitlement of the CONTRACTOR in respect of the work(s) under the Contract, and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the Contract.
- 6.3.2.0 Without prejudice to the generality of the provisions of Clause 6.3.1.0 hereof, the Schedule of Rates shall be deemed to include and cover:
- (i) All costs, expenses outgoings and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen) to be taken or which may occur in or relative to the execution, completion, testing and/or handing over the work to the OWNER and/or in or relative to acquisition, loading, unloading, transportation, storing, working upon using converting fabricating, erecting any item, equipment, material or component in or relative to the works and the CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the works and items, materials, utilities, consumables, equipment, and components and work, labour and services required for the proper and complete execution of the works though the Contract Documents may not fully and precisely set out, describe or specify them; and the generality hereof shall not be deemed to be anyway limited, restricted or abridged because in certain cases, the Contract Documents or any of them shall or may and/or in other cases, they shall or may not expressly state that the CONTRACTOR shall do or perform any particular work, labour or service or because in certain cases, the Contract Document state a particular work, operation, supply, labour or service shall be performed/made by the CONTRACTOR at his own cost or without additional payment, compensation or charge or without entitlement of claim against the OWNER or words to similar effect, and in other cases, they do not do so or because in cases it is stated that the same are included in or covered by the Schedule or Rates and in other cases, it is not so stated;
- (ii) The cost of all constructional plant, equipment, supply of water and power, construction of temporary roads and access, temporary works and facilities, pumps, wiring, pipes, scaffolding,

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shuttering, and other materials, supervision, labour, insurance, fuel, stores, spares, supplies, appliances and other materials, items, articles and things whatsoever (foreseen or unforeseen) to be supplied, provided or arranged by the CONTRACTOR in or relative to or in connection with the performance and/or execution of each item specified in the Schedule of Rates and any related or incidental works or operations by expression or implication involved therein or incidental thereto, complete in every aspect in accordance with Contract Documents, and the plan(s), drawing(s), design(s), order(s) and/or instruction(s).

(iii) The cost of royalties, licence fees, charges, duties, penalties, levies and damages whatsoever payable for or in respect of any protected or patented goods, materials, equipment or processes employed in or relative to the works and all rents, royalties, licence fees and any other fee, duty, penalty, levy, loss or damage payable on the excavation, removal or transportation of any material or acquisition or use of any right of way or other rights, licences, permits, privileges or usages required for or relative to the performance of the works;

(iv) Customs duties, excise duties and other duties, sales tax on sale or purchase or turnover or on Works Contract or otherwise and other direct and indirect taxes, quay and port dues or charges and all other duties, taxes, fees, charges, levies octroi and/or cesses whatsoever imposed by the Central Government or State Government or Municipal or Local Bodies and other Authorities whatsoever payable on any materials and/or works imported, exported, transported, supplied or performed (including materials incorporated in the works or brought to site for the performance of the work) without any entitlement to the CONTRACTOR for any exemption, remission, refund or reduction thereof.

(v) The cost of all indemnities to the OWNER and insurance premia on insurance required in terms of the Contract Documents under any law, rule or regulation, or otherwise taken out by the CONTRACTOR and the cost of all risks whatsoever (foreseen or unforeseen) including but not limited to risks of delay or extension of time or reduction or increase in the work or scope of work and/or cancellation of Contract and/or accidents, strike, civil commotion, war, labour trouble, third party breach, fire, lightning, inclement weather, storm, tempest, flood, earthquake and other acts of God, Government regulation or imposition or restriction, dislocation of road, rail and other transport, access or facilities, flooding of site and/or access roads or approaches thereto, suspension of work, sabotage and other cause whatsoever.

(vi) The cost of all material supplied to the OWNER and/or intended for incorporation in the works delivered to the job site and stacked as instructed by the Engineer-in-charge including (but not limited to) loading, transportation and unloading thereof, waste or materials and returns and disposal of waste and of empties; and

(vii) All supervision charges, establishment overheads, finance charges and other costs and expenses of and charges to the CONTRACTOR, and CONTRACTOR's profit of and relative to the work.

6.3.3.0 The rates stated in the Schedule of Rates shall not be subject to escalation or increase on any account whatsoever.

6.4.0.0 ON ACCOUNT PAYMENT AND ADVANCES:

6.4.1.0 Without prejudice to the provision of Clause 6.2.4.0 hereof, the OWNER may at its discretion by way of assistance to the CONTRACTOR, make 'on account' payments to the CONTRACTOR, during the progress of the work on the basis of Running Account Bills as hereinafter more specifically mentioned.

6.4.1.1 Monthly or otherwise as the Engineer-in-charge may specify in this behalf, the CONTRACTOR shall make a quantitative assessment of the work performed by CONTRACTOR at each job site during the preceding month or other specified period and submit a Running Account Bill (in the form prescribed by the OWNER) in quintuplicate to the Site Engineer of the work during the said month/period with detailed measurements thereof, the said Running Account Bill(s), to be drawn

by applying unit quantities measured to the applicable item(s) in the Schedule or Rates. The Engineer-in-Charge shall thereafter have summary verification undertaken of the work and quantities entered in the Running Account Bill(s) and shall certify the Running Account Bill(s) for payment on basis of such verification.

- 6.4.1.2 Running Account Bills as specified in Clause 6.4.1.1 hereof may be drawn by the CONTRACTOR every alternate month, and an adhoc payment made by the OWNER in respect of the intervening month for the amount certified by the Engineer-in-Charge on the basis of a summary assessment made by the Engineer-in-Charge of the value performed by the CONTRACTOR during the intervening month, such adhoc payment(s) to be deducted from the amount(s) certified by the Engineer-in-Charge as payable on the Running Account Bill(s) thereafter following.
- 6.4.1.3 Where the Contract stipulates a lump sum as payable for the work or where a lump sum rate is stipulated in the Schedule of Rate(s) or otherwise in respect of any particular work or part thereof and the works are not, at any intervening stage, capable of measurement, the Running Account Bill to be prepared by the CONTRACTOR according to the provisions of Clause 6.4.1.1 hereof shall be prepared on the basis of a value assessment of such work as certified by the Engineer-in-charge, as percentage of the entire work or item of work for which the lump sum rate is stipulated.
- 6.4.1.4 No running Account Bill(s) shall be made and/or certified for a total value of less than Rs. 25,000/- (Rupees twenty five thousand only) unless otherwise expressly agreed.
- 6.4.2.0 All on account payments shall be subject to deduction therefrom of all dues to the OWNER, retention monies and other deductions provided for in the Contract, and taxes and other monies, deductible within the provisions of Section 194-C of the Income Tax Act or any other law, rule or regulation for the time being in force.
- 6.4.3.0 All on account payments shall be regarded merely as advance payments against the amount which will become due to the CONTRACTOR in terms of the Contract, and any such payments shall be without prejudice to the full rights of the OWNER under the Contract and to the liabilities of the CONTRACTOR thereunder, and specifically shall not be regarded as an acceptance or completion of any work(s) paid for in terms of any Running Account Bill or otherwise, notwithstanding any verification or certification by the Engineer-in-Charge in respect thereof.
- 6.4.3.1 The Schedule of Rate item(s) applied by the CONTRACTOR in respect of any work in his Running Account Bill(s) and the acceptance thereof by the Engineer-in-Charge, while verifying and certifying the bill for payment in respect of such work or otherwise in certifying any payment within the provisions aforesaid shall not be deemed to be binding upon the OWNER as determining the applicable Schedule of Rate item(s) and shall be without prejudice to the rights of the OWNER within the provisions of Clause 6.2.1.1 hereof.
- 6.4.4.0 Unless or until an extension of time has been granted by the Engineer-in-charge under Clause 4.3.5.0 hereof or by the OWNER under Clause 4.3.6.0 hereof on account payments made under Running Account Bills raised by the CONTRACTOR for the works executed after the expiry of the date of final completion of the works under the approved Progress Schedule, shall be subject to provisional withholding of an amount towards adjustment by way of discount in the price calculated as per provisions of Clause 4.4.2.0 hereof. The amount so withheld shall be adjusted towards the Price Adjustment (if any) finally determined after completion of the works. As an alternative, the CONTRACTOR shall have an option to provide a Bank guarantee from a schedule bank and in a format acceptable to the OWNER for a sum equal to 10% (ten percent) of the total contract value which shall be available for recovery of the Price Discount (if any) finally determined after completion of the works. This Bank guarantee shall be in addition to any other guarantee to be provided by the CONTRACTOR and shall be valid for a period of not less than 12 (twelve) months from the date of final completion of the works.
- 6.4.5.0 In Contracts of a Total Contract value of Rs. 50 lakh (Rupees fifty lakh only) and above, the CONTRACTOR may (if specified by him in his bid and accepted by the OWNER) be allowed a

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Mobilization advance for an amount equivalent to upto 10%(ten per cent) of the Total Contract Value, subject to the fulfilment of the following conditions:

- a) The CONTRACTOR shall have signed and sent back a copy (or copies if so required) or the Acceptance of tender issued by the OWNER in token of unqualified acceptance thereof.
- b) The CONTRACTOR shall have executed the formal contract in terms of the Form of Contract.
- c) The CONTRACTOR shall have made a formal application for the release of the Mobilization Advance and shall have furnished a Bank Guarantee to cover the Mobilization Advance from a Bank in a format approved by the OWNER.
- d) The outstanding balance of the Mobilization Advance shall carry interest at 1% (one percent) above the prevailing SBI Prime Lending rate.
- e) Without prejudice to any other mode of recovery available to the OWNER, the Mobilization Advance, together with interest thereon calculated on the reducing balance, may be recovered at the rate of prevailing **SBI Prime Lending Rate (PLR) plus one percent** of the gross amount certified against each Running Account Bill, till the advance, together with the interest accrued thereon, is recovered in full. The unrecovered balance if any, and interest may be recovered from the Final Bill of the CONTRACTOR and/or from any other amount due to the CONTRACTOR under any other contract or otherwise.
- f)(i) If the OWNER is satisfied that 25% (twenty five per cent) of the Mobilization Advance and interest accrued till then on the Mobilization Advance has been repaid to or recovered by the OWNER, the OWNER may on the application of the CONTRACTOR, if the Bank Guarantee submitted by the CONTRACTOR covers and secures only the Mobilization Advance, permit the CONTRACTOR to substitute the Bank Guarantee by a Bank Guarantee acceptable to OWNER for an amount reduced by 25% (twenty five per cent).
- (ii) The provisions of paragraph, (i) hereof above, shall mutatis mutandis apply to the OWNER's satisfaction that the CONTRACTOR has repaid 50% (fifty per cent) and/or 75% (seventy five per cent), as the case may be, of the Mobilization Advance, and interest upto then accrued till then on the Mobilization Advance.
- g) All other conditions stipulated in Clause 2.1.2.0 hereof shall be applicable to the advance(s).

6.4.6.0

In addition, the OWNER may, at its discretion, allow Secured Advance(s) to the CONTRACTOR, against imperishable materials brought to site for incorporation in the permanent works. Such Secured Advance(s) shall be governed by the following conditions:

- (a) The decision of the owner as to whether or not to grant a Secured Advance and as to what materials, if any, are imperishable for the grant of Secured Advance and/or as to what has to be done to qualify any particular material for the grant of Secured Advance shall be final and binding on the CONTRACTOR.
- (b) The Secured Advance shall be limited to lower of the following:
 - (i) 75% (Seventy Five Percent) of the value of the imperishable material brought to site for permanent incorporation in the works as assessed by the Engineer-in Charge, who may call for (but shall not be bound by) the voucher(s)/invoices for any such material from the CONTRACTOR, who shall forthwith comply with the same;
 - (ii) 90% (Ninety percent) of the concerned item rate for the work in which the material is to be incorporated as set out in the Schedule of Rates.
- (c) The Secured Advance shall be recovered from the subsequent Running Account bill(s) of the CONTRACTOR, to the extent as determined by the Engineer-in-Charge (whose decision shall be final and binding upon the CONTRACTOR) that the materials covered by the Secured Advance are used up in or the work(s) covered by the bill(s).
- (d) Upon payment/disbursement by the OWNER to the CONTRACTOR or any supplier of the CONTRACTOR of any Secured advance with respect to any materials, the ownership of the said materials shall forthwith vest in the OWNER as security for the repayment of the said advance(s) without necessity of any further act, deed matter or thing, and the said materials shall be deemed to be OWNER supplied materials entrusted to the CONTRACTOR for

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permanent incorporation in the works and the provisions of Clause 3.2.1.0 hereof (including sub clauses (a) to (t) thereof shall mutatis mutandis apply thereto in the same manner as they apply to other OWNER supplied materials, AND before payment/disbursement of any secured advance by the OWNER pursuant hereto the CONTRACTOR and the Engineer-in-charge shall jointly sign a Statement setting out and detailing the materials(s) with reference to which the advance has been reckoned, title to which shall vest in the OWNER pursuant to the provisions hereof.

- (e) Notwithstanding anything provided in sub-clause (c) hereof above, the OWNER shall be entitled (without prejudice to any other right or remedy available to the OWNER) by written notice to the CONTRACTOR to recall the advance or the outstanding balance thereof in the circumstances set out in Clause 6.4.8.0 hereof or if the OWNER is of the opinion that by virtue of delay by the CONTRACTOR in the execution or completion of the work or for any other cause, the value of the remaining material against which the advance has been paid is insufficient to adequately secure the outstanding balance of the advance and interest payable thereon or if allowed to continue will become inadequate to secure the same. Should the CONTRACTOR upon such notice fail to repay the OWNER the outstanding balance of the said advance, it will be open to the OWNER without further reference or notice to the CONTRACTOR to sell in whole or part(s) the materials referred to in sub-clause (d) hereof above by private contract or public tender or a combination thereof or otherwise as the OWNER deems fit, and for the purpose to exercise all powers and to sign and do all acts, deeds, matter and things as are set out in Clause 7.0.6.0 hereof, and the provisions of the said clause shall mutatis mutandis apply to such materials in the same manner as they apply to scaffolding, wiring, pipes, surplus and other materials, equipment and machinery covered by the said Clause.

6.4.7.0 Nothing provided in the foregoing clauses hereof shall anyway be deemed to confer any rights or entitlement on the CONTRACTOR to receive on account payments or Advance payments of any kind whatsoever, nor shall any failure or delay by the OWNER to make any advance or on account payment(s) as herein envisaged or otherwise afford the CONTRACTOR a ground or basis for extension of time for completion or otherwise relieve the CONTRACTOR from any of its/his liabilities under the Contract, it being clearly understood that these on account payments or advance payments are only by way of assistance to the CONTRACTOR.

6.4.8.0 The Mobilization Advance and the materials covered by the Secured Advance shall be utilized by the CONTRACTOR solely for and in the execution of the Contract and for no other purpose, and the CONTRACTOR shall satisfy the Engineer-in-charge in this regard whenever required. If it is found that any of the advance(s) or materials aforesaid have been utilized by the CONTRACTOR in whole or part for any other purpose or if the Contract is for any reasons cancelled or terminated, the OWNER may at its discretion recall the said advances or the unrecovered portion(s) thereof, as the case may be, and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee to which the OWNER may have recourse for the purpose.

6.5.0.0 **MODE OF PAYMENT**

6.5.1.0 All payment(s) by the OWNER under or in terms of the Contract shall be made in official Indian currency only by crossed "Account Payee" cheque sent to the registered office of the CONTRACTOR or other office notified in this behalf by the CONTRACTOR or delivered to his authorized representative. All cheques drawn shall be payable at the office of the OWNER's bankers and in no case will the OWNER be responsible if the cheque is mislaid, misappropriated or otherwise lost or stolen.

6.6.0.0 **CLAIMS BY THE CONTRACTOR**

6.6.1.0 Should the CONTRACTOR consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due in terms of the Contract as specified in Clause 6.3.1.0 hereof or should the CONTRACTOR dispute the validity of any deductions made or

threatened by the OWNER from any Running Account Bills, the CONTRACTOR shall forthwith give notice in writing of his claim in this behalf to the Engineer-in-charge and the Site Engineer within 10 (ten) days from the date of the issue of orders or instructions relative to any works for which the CONTRACTOR claims such additional payment or compensation or of the happening of the event upon which the CONTRACTOR basis such claim, and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The OWNER shall not anyway be liable in-respect of any claim by the CONTRACTOR unless notice of such claim shall have been given by the CONTRACTOR to the Engineer-in-charge and the Site-Engineer in the manner and within the time aforesaid and the CONTRACTOR shall be deemed to have waived any and all claims and all his rights in respect of any claim not notified to the Engineer-in-charge and the Site Engineer in writing in the manner and within the time aforesaid.

- 6.6.2.0 The Engineer-in-Charge and/or the Site Engineer shall be under no obligation to reply to any notice of claim given or claim made by the CONTRACTOR within the provisions aforesaid or otherwise or to reject the same and no omission or failure on the part of the Engineer-in-charge or Site Engineer to reject any claim made or notified by the CONTRACTOR or delay in dealing therewith shall be deemed to be an admission by the OWNER of the validity of such claim or waiver by the OWNER of any of its rights in respect thereof, with the intent that all such claims otherwise valid within the provisions of Clause 6.6.1.0 read with Clauses 6.6.3.0 and 6.6.3.1 shall be dealt with/considered by the OWNER at the time of submission of the Final Bill.
- 6.6.3.0 Any claims of the CONTRACTOR notified in accordance with the provision of Clause 6.6.1.0 hereof as shall remain at the time of preparation of Final Bill by the CONTRACTOR shall be separately included in the Final Bill prepared by the CONTRACTOR in the form of a Statement of Claims attached thereto, giving particulars of the nature of the claims, grounds on which it is based, and the amount claimed and shall be supported by a copy(ies) of the notice(s) sent in respect thereof by the CONTRACTOR to the Engineer-in-Charge and Site-Engineer under Clauses 6.6.1.0 hereof. In so far as such claim shall in any manner or particular be at variance with the claim notified by the CONTRACTOR within the provision of Clause 6.6.1.0 hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof indicated in Clause 6.6.1.0 hereof, and with consequences in respect of the notified claim as indicated in Clause 6.6.3.1 hereof.
- 6.6.3.1 The OWNER shall not anyway be liable in respect of any notified claim not specifically reflected in the Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof and any and all notified claims not specifically reflected and included in the Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof shall be deemed to have been waived by the CONTRACTOR. Further the OWNER shall have no liability in respect thereof and the CONTRACTOR shall not be entitled to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects and in accordance with the provisions of Clause 6.6.3.0 hereof.
- 6.6.4.0 No claim(s) shall on any account be made by the CONTRACTOR after the Final Bill, with the intent the Final Bill prepared by the CONTRACTOR shall reflect any and all notified claims whatsoever of the CONTRACTOR against the OWNER arising out of or in connection with the Contract or work performed by the CONTRACTOR thereunder or in relation thereto, and the CONTRACTOR shall notwithstanding any enabling provision under any law or Contract and notwithstanding any right of claim in quantum meruit that the CONTRACTOR could have in respect thereof, be deemed to have waived any and all such claims not included in the Final Bill and to have absolved and discharged the OWNER from and against the same, even if in not including the same as aforesaid, the CONTRACTOR shall have acted under a mistake of law or fact.
- 6.6.5.0 Notwithstanding the existence of any claim by the CONTRACTOR in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be priorly determined by the OWNER in terms hereof) and shall remain liable and bound in all respects under the Contract.
- 6.6.6.0 The payment of any sum on account to the CONTRACTOR during the performance of any work or item of work in respect of which a claim has been notified by the CONTRACTOR in terms of

Clause 6.6.1.0 hereof or the making or negotiation of any interim arrangements in respect of the performance of such work or item of work by the OWNER, shall not be deemed to be an acceptance of the related claim by the OWNER, or any part or portion thereof with the intent that any such payment shall constitute merely an interim facility or interim assistance to the CONTRACTOR, and not an obligation upon the OWNER.

6.7.1.0 DISCHARGE OF OWNER'S LIABILITY

6.7.2.0 The acceptance by the CONTRACTOR of any amount paid by the OWNER to the CONTRACTOR in respect of the final dues of the CONTRACTOR under the Final Bill upon condition that the said payment is being made in full and final settlement of all said dues to the CONTRACTOR shall, without prejudice to the notified claims of the CONTRACTOR included in the Final Bill in accordance with the provisions under Clause 6.6.3.0 hereof and associated provisions thereunder, be deemed to be in full and final satisfaction of all such dues to the CONTRACTOR notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the CONTRACTOR relative to the acceptance of such payment, with the intent that upon acceptance by the CONTRACTOR of any payment made as aforesaid, the Contract (including the arbitration clause) shall, subject to the provision's of Clause 6.8.2.0 hereof, stand discharged and extinguished except in respect of the notified claims of the CONTRACTOR included in the Final Bill and except in respect of the CONTRACTOR's entitlement to receive the unadjusted portion of the Security Deposit in accordance with the provisions of Clause 6.8.3.0 hereof on successful completion of the defect liability period.

6.7.3.0 The acceptance by the CONTRACTOR of any amount paid by the OWNER to the CONTRACTOR in respect of the notified claims of the CONTRACTOR included in the Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof and associated provisions thereunder, upon the condition that such payment is being made in full and final settlement of all the claims of the CONTRACTOR shall, subject to the provisions of Clause no. 6.7.3.0 hereof, be deemed to be in full and final satisfaction of all claims of the CONTRACTOR notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the CONTRACTOR relative to the acceptance of such payment with the intent that upon acceptance by the CONTRACTOR of any payment made as aforesaid, the Contract (including the arbitration clause) shall stand discharged and extinguished insofar as relates to and/or concerns the claims of the CONTRACTOR.

6.7.4.0 Notwithstanding anything provided in Clause 6.7.1.0 and/or Clause 6.7.2.0 hereof the CONTRACTOR shall be and remain liable for defects in terms of Clause 5.6.0.0 hereof and for indemnity to the OWNER in terms of clause 6.8.2.0, and shall be and remain entitled to receive the unadjusted balance of the Security Deposit remaining in the hands of the OWNER in terms of Clause 6.8.3.0 hereof.

6.8.0.0 FINAL CERTIFICATE

6.8.1.0 After the expiry of the defect liability period as provided for in clause 5.6.0.0 hereof and after all the liabilities of the CONTRACTOR in respect of the Contract have been satisfied, the OWNER or the Engineer-in-Charge, shall on the Application of the CONTRACTOR, issue a Final Certificate to the CONTRACTOR, certifying that the CONTRACTOR has performed all his obligations in respect of the defect liability period in terms of clause 5.6.1.1 hereof.

6.8.2.0 Upon Application for the Final Certificate, the CONTRACTOR shall be deemed to have warranted that it/he has fully paid and satisfied all claims for work, labour, materials, supplies, equipment and all other liabilities whatsoever touching or affecting the Contract, and to have undertaken to indemnify and keep indemnified the OWNER from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising therefrom or relating thereto and upon issue of the Final Certificate, the CONTRACTOR shall be deemed to have released, acquitted and discharged the OWNER from and against all claims (known or unknown), liens, demands or causes of action of any kind whatsoever arising out of or relating to the Contract or otherwise howsoever touching

or affecting the same and to have undertaken to indemnify and keep indemnified the OWNER from and against the same.

- 6.8.3.0 Within 15 (fifteen) days of Application made by the CONTRACTOR in this behalf accompanied by the Final Certificate, or within 15 (fifteen) days of the passing of the CONTRACTOR's Final Bill by the OWNER, whichever shall be later, the OWNER shall pay/refund to the CONTRACTOR the unadjusted balance (if any) of the Security Deposit for the time being remaining in the hands of the OWNER, and upon such payment/refund, the OWNER shall stand discharged of all obligations and liabilities to the CONTRACTOR under the Contract.

6.9.0.0 CLAIMS OF OWNER:

- 6.9.1.0 No release or payments of any unadjusted balance of the Security Deposit by the OWNER to the CONTRACTOR as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the OWNER or shall stop or prevent the OWNER from thereafter making or enforcing any claims or any rights against the CONTRACTOR. The claims of the OWNER, if any, against the CONTRACTOR shall continue to survive and shall not get extinguished notwithstanding the issue of Final Certificate and/or the release of Security Deposit to the CONTRACTOR.
- 6.9.2.0 If and where the Contract requires the CONTRACTOR to pass or pay to the OWNER any MODVAT/CENVAT or like benefit(s), or if the OWNER is required in terms of the Contract to pay, bear or reimburse any excise, customs or like duties or sales or other taxes, the CONTRACTOR shall on receiving any such benefit(s) or on obtaining or being granted any exemption, refund, rebate, set-off or draw-back of any such duty or tax, as the case may be, forthwith pay and pass on the OWNER the full amount or value thereof; and if the CONTRACTOR fails to pass on or pay to the OWNER the full amounts of the said benefit(s) available to the OWNER, or the full amount or value of such exemption refund, rebate, set-off, or draw-back of any such duty or tax as the case may be, the CONTRACTOR shall be liable, to pay interest thereon @ 16% (sixteen percent) per annum from the date the same is received or obtained by or granted to the CONTRACTOR, and OWNER shall, without prejudice to the generality of the foregoing, be entitled to claim and recover the same from the CONTRACTOR as and when the OWNER derives knowledge thereof, together with interest as aforesaid.

SECTION – 7

TERMINATION

7.0.0.0 TERMINATION:

- 7.0.1.0 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the OWNER under the Contract or otherwise (including the right of the OWNER to claim price discount due under the provisions of Clause 4.4.0.0 hereof or otherwise), the OWNER shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the following events or contingencies, namely:
- (i) Default or failure by the CONTRACTOR of any of the obligations of the CONTRACTOR under the Contract, including but not limited to :
 - (a) Failure to start the work within 10 (ten) days of handing over the job site to the CONTRACTOR, and in the event of more than one job site being involved, failure to start the work at each job site involved within 10 (ten) days of handing over of the concerned job site to the CONTRACTOR;
 - (b) Failure to commence any work at any job site in accordance with the time prescribed in this behalf in the Progress Schedule;
 - (c) Failure to carry out on the works or any item to meet the Progress Schedule;

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- (d) Failure to provide at each job site sufficient labour, material, equipment, machinery, temporary work and/or facilities required for the proper and/or due execution of the work or any part thereof;
- (e) Failure to execute the works or any item in accordance with the Contract;
- (f) Disobedience of any order or instruction of the Engineer-in-Charge and/or Site Engineer;
- (g) Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the Engineer-in-Charge;
- (h) Abandonment of the works or any part thereof;
- (i) Suspension of the entire works or any part thereof, for a period of 14 (fourteen) days or more without due authority from the OWNER or Engineer-in-Charge.
- (j) Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the CONTRACTOR to be paid, performed and/or observed;
- (k) Failure to deposit the Security Deposit within 30 (thirty) days of receipt by the CONTRACTOR of Acceptance of Tender;
- (l) Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 30 (thirty) days of notice in this behalf from the OWNER.
- (ii) If the CONTRACTOR is incapable of carrying out the work;
- (iii) If the CONTRACTOR misconducts himself in any manner
- (iv) If there is any change in the constitution of the CONTRACTOR (if a firm) or in the circumstances or organization of the CONTRACTOR, which is detrimental to the interests of the work or the OWNER;
- (v) Dissolution of the CONTRACTOR (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the CONTRACTOR (if a company) or appointment of a receiver or manager of any of the CONTRACTOR's assets and/or insolvency of the CONTRACTOR (if a sole proprietorship) or any Partner of the CONTRACTOR (if a firm);
- (vi) Distress, execution or other legal process being levied on or upon any of the CONTRACTOR's goods and/or assets;
- (vii) Death of a CONTRACTOR (if an individual);
- (viii) If upon any change in the partnership/constitution of a Contractor's organization (if a Partnership), the OWNER shall refuse to continue the contract with the re-constituted firm;
- (ix) If the CONTRACTOR or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the OWNER;
- (x) If the CONTRACTOR shall sub-contract the whole or any part of the work in contravention of the provisions of Clause 4.8.1.0 hereof or the CONTRACTOR shall assign or attempt to assign his interest or any part thereof in the Contract.

- 7.0.1.1 The decision of the General Manager, as to whether any of the events/contingencies mentioned in Clause 7.0.1.0 hereof, entitling the OWNER to terminate the Contract, has occurred or not, shall be final and binding upon the CONTRACTOR.
- 7.0.2.0 The notice of termination shall set forth, in addition to a statement of the reasons(s) for terminating the contract, the time(s) and place(s) for conducting a survey and measurement of the work performed under the Contract up to the date of termination for the purpose of determining the final amount(s) due to the CONTRACTOR therefor. The reason(s) for the termination stated in the notice of termination, shall be final and binding upon the CONTRACTOR.
- 7.0.3.0 For the purpose of measurements, the provisions of Clause 6.1.1.0 to 6.1.6.0 hereof shall apply. Only completed items of the work shall be reckoned for the purpose of measurements and the decision of the Engineer-in-Charge as to whether or not any items of works have been completed for the purpose of measurement shall be final and binding upon the CONTRACTOR. Incomplete items of works shall be measured only on the basis of materials supplied and the decision of the Engineer-in-Charge as to the quantity of material involved in or relative to any incomplete works, shall be final and binding upon the CONTRACTOR.
- 7.0.4.0 For the purpose of determining the amount due to the CONTRACTOR in respect of the work, the provisions of Clauses 6.2.1.0, 6.2.1.1., 6.2.1.2, 6.2.2.0 and 6.3.1.0 shall apply, and the measurements taken shall for the purpose of such accounting be deemed to be final measurements and the bill prepared by the CONTRACTOR on the basis thereof shall be deemed to be the final bill and no other amount(s) shall be due to the CONTRACTOR in respect thereof, subject to the provisions of Clause 6.6.0.0 and associated clauses thereunder with regard to claims of the CONTRACTOR.
- 7.0.5.0 Within 7 (seven) days of completion of the measurements, the CONTRACTOR shall clear the job site of all scaffolding wiring, pipes, surplus materials, CONTRACTOR's labour, equipment and machinery and shall demolish, dismantle and remove all CONTRACTOR's site offices and quarters, and other temporary works, structures and construction and other items and things whatsoever brought upon or erected at the job site or on any land allotted to the contractor by the OWNER and not incorporated in the permanent works and shall remove all rubbish from the job site and the land allotted to the CONTRACTOR and shall clear, level and dress the job site and said land to the satisfaction of the Engineer-in-Charge and shall put the OWNER in undisputed custody and possession of the job site and all land allotted by the OWNER to the CONTRACTOR.
- 7.0.6.0 Should the CONTRACTOR fail to comply, with provision of Clause 7.0.5.0 hereof in the manner and within the time specified therein, the OWNER shall have the right at the risks and costs of the CONTRACTOR in all respects to clear the job site of all scaffolding, wiring, pipes, surplus materials, CONTRACTOR's labour, equipment and machinery and other materials and things and/or demolish/dismantle and remove all CONTRACTOR's site offices and quarters and other temporary works, constructions and erections whatsoever on or at the job site or on any land allotted to the CONTRACTOR by the OWNER and/or remove all rubbish from the job site, the land allotted to the CONTRACTOR and store, sell, dispose of and/or otherwise deal with any and all material, equipment and machinery etc., and other items and things aforesaid and recoveries of any demolition/dismantling as the OWNER shall in its absolute discretion deem fit, and the CONTRACTOR shall forthwith on demand pay the OWNER, the entirety of the costs and expanses of the OWNER relative to the above, together with 15% (fifteen percent) thereon to cover OWNER's supervision, with right in the OWNER (without prejudice to any other mode of recovery), to recover the same from the proceeds of any sale or disposal as aforesaid or any monies of the CONTRACTOR held by the OWNER or dues of the CONTRACTOR and the CONTRACTOR doth thereby irrevocably nominate, constitute and appoint the OWNER (with right to the OWNER to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other person(s) as it shall deem fit) for and on behalf of and as attorney of the CONTRACTOR to do, commit and sign all acts, deeds, matters and things as shall or may be necessary to be done, committed and/or signed by the OWNER to put into effect the provision of this clause with full right to enter into arrangements with third parties for or relative to the storage, sales and/or other disposal of any material, equipment and machinery, etc., and other items and things and to enter into or upon any of the CONTRACTOR's premises and to break locks and other fasteners for entry thereto and generally to do all other acts, deeds, matters and things as shall be necessary to give full effect to the provision of this clause.

PROVIDED ALWAYS THAT

- (i) The OWNER shall be entitled, without prejudice to the foregoing and in addition thereto, upon the CONTRACTOR failing to comply with the provisions of Clause 7.0.5.0 hereof after removing/demolishing/dismantling from the job site or land allotted to the CONTRACTOR, any of the CONTRACTOR's scaffolding, wiring, pipes, materials, temporary works and other items and things, by written notice to the CONTRACTOR, to require the CONTRACTOR to take delivery of, lift and/or clear the same within 7 (seven) days (or such other period as may be specified in the said notice) of date of said notice, failing which the OWNER may abandon the same at the risk and costs of the CONTRACTOR, and should the CONTRACTOR fail to take delivery of, lift and/or clear the same within the period in this behalf specified in said notice, the OWNER shall be entitled at any time thereafter to abandon the same at the risks and cost of the CONTRACTOR, whereupon (without prejudice to any other rights of the OWNER), the OWNER shall stand absolutely discharged and absolved in respect of all and any material, equipment, machinery and other items and things whatsoever abandoned as aforesaid;
- (ii) Notwithstanding anything to the contrary herein provided nothing herein stated shall constitute the OWNER as a trustee or bailee for or in respect of any of the CONTRACTOR's material, equipment, machinery or other items or things removed, cleared, demolished, dismantled or abandoned as aforesaid, nor shall the OWNER be bound in law or act by any duty of care in respect thereof, with the intent that all actions, dealings and disposals within the provisions of this clause shall be exclusively at the risks and liability of the CONTRACTOR (including relative to any loss or damage), and the OWNER shall not be howsoever responsible, accountable or liable in respect thereof.

- 7.0.7.0 If, due to any cause (including, but not limited to resistance put up by the CONTRACTOR and/or his servants or agent or sub-CONTRACTOR(s) or any court order consequent upon a suit or proceedings filed by the CONTRACTOR and on the CONTRACTOR's servants, agents or sub-CONTRACTOR(s), the OWNER is unable to fully take over possession of the entire works at any or all job sites within 7 (seven) days from the date of completion of the measurements as contemplated above, the OWNER shall, in addition to all amounts, compensation and/or damages recoverable from the CONTRACTOR in terms hereof (including but not limited to OWNER's entitlements under Clause 4.4.0.0 and Clause 7.0.9.0 hereof) or otherwise, be entitled to recover from the CONTRACTOR liquidated damages in the amount equivalent to 1% (one per cent) of the total Contract value for each week or part thereof that the said taking over of possession at any job site is delayed beyond the period of seven days specified above, subject to a maximum of 5% (Five percent) of the Total Contract Value.
- 7.0.8.0 Notwithstanding anything provided in Clause 7.0.6.0, the OWNER shall have the right at any time prior to the removal of the same from the job site, to take possession of such of the CONTRACTOR's materials at any and all job sites, as the OWNER shall deem fit, and the CONTRACTOR shall forthwith upon being required to do so place the OWNER in undisputed possession and custody of all such materials opted for by the OWNER. The price payable to the CONTRACTOR for such material shall be determined by the Engineer-in-Charge having due regard to the condition of the materials and the cost thereof as determined by the Engineer-in-Charge for which purpose the Engineer-in-Charge shall be entitled to call upon the CONTRACTOR to produce the CONTRACTOR's accounting and other records relevant to such materials. The cost of such materials as determined by the Engineer-in-Charge shall be final and binding on the CONTRACTOR.
- 7.0.9.0 Upon termination of the Contract, the OWNER shall be entitled at the risk and expense of the CONTRACTOR by itself or through any independent CONTRACTOR(s) or partly by itself and/or partly through independent CONTRACTOR(s) to complete and/or get completed to its entirety the work as contemplated in the scope of work and to recover from the CONTRACTOR in addition to any discounts, compensations or damages that the OWNER may in terms hereof or otherwise be entitled (including price discount within the provisions of Clause 4.4.0.0 and liquidated damages under Clause 7.0.7.0 hereof) to the difference between the amounts as would have been payable to the CONTRACTOR in respect of the work(s) (calculated as provided for in Clause 6.2.1.0 hereof read with the associated provisions thereunder and Clause 6.3.1.0 hereof) and the amount actually expended by the OWNER for completion of the entire work(s) as aforesaid together with 15% (fifteen per cent) of the said amount expended by the OWNER for completion of the entire work(s) to cover OWNER's supervision charges, and in the event of the latter being in the excess of the former, the OWNER shall be entitled (without prejudice to any other mode of

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recovery available to the OWNER) to recover the excess from the Security Deposit or any monies due or becoming due to the CONTRACTOR.

- 7.1.0.0 No amount shall be due and payable to the CONTRACTOR upon or in the event of termination of the Contract unless and until the entirety of the works contemplated in the scope of work shall have been completed in all respects to the satisfaction of the OWNER and following such completion, the Defect Liability Period in respect thereof as herein otherwise provided for has elapsed and all payments finally due on any account to the OWNER and/or other CONTRACTOR(s) in respect of all liabilities in respect thereof has been determined.
- 7.2.0.0 If, upon the satisfaction of the provisions of Clauses 7.0.9.0 and 7.1.0.0 hereof, there shall remain in the hands of the OWNER any excess/balance after all accounting and adjustment of all dues from the CONTRACTOR to the OWNER, the OWNER shall forthwith pay such excess/balance to the CONTRACTOR and in the event of the Security Deposit and other dues of the CONTRACTOR in the hands of the OWNER being insufficient to meet the dues of the OWNER as aforesaid the CONTRACTOR shall forthwith on demand by the OWNER, pay the OWNER the shortfall.

SECTION – 8

MISCELLANEOUS

8.0.0.0 PERSONAL ACTS AND LIABILITIES:

- 8.0.1.0 No Director, officer or other employee of the OWNER shall anyway be personally bound or liable to the CONTRACTOR for the acts, omissions or obligations of the OWNER under the Contract otherwise or be personally answerable to the CONTRACTOR for or in respect of any default or omission in the performance of any act(s), deed(s), matter(s) or things to be observed and/or performed by the OWNER under the Contract.
- 8.0.2.0 The CONTRACTOR shall not be entitled to any increase in the rate(s) mentioned in the Schedule of Rates or any of them or to any other payment, right, benefit or claim whatsoever, by reason of any representation, explanation, statement, assurance or understanding given or alleged to have been given to him by any Director, officer, or other employees of the OWNER, nor shall any Director, officer, or other employee of the OWNER be personally liable for or in respect of any representation, explanation, statement, assurance or understanding given or alleged to have been given by him to the CONTRACTOR or any other person relative to the Contract.
- 8.0.3.0 The CONTRACTOR shall not under any circumstances pay or advance to any officer(s), servant(s) or agent(s) of the OWNER any sum of money on any account without prior authority of the OWNER in writing and any such payment made or money advanced by the CONTRACTOR without such authority shall be entirely at the risks of the CONTRACTOR without any liability to the OWNER in respect thereof.
- 8.0.4.0 Any money paid to any partner of the CONTRACTOR (if a firm) and any receipt, settlement, acknowledgement of liability or other document whatsoever signed by any one of the partners of the firm or erstwhile partner of the firm (without notice of the cessation of his interest) or any person held out to be a partner of the firm shall be binding upon the CONTRACTOR vis-à-vis the OWNER and shall constitute a full release and discharge to the OWNER and/or valid settlement, acknowledgement or obligation upon the CONTRACTOR, as the case may be, and the OWNER shall not be concerned, with the application of any monies so paid or the authority of the concerned partner (or erstwhile or purported partner) vis-à-vis the other partners to make the settlement, receipt, acknowledgement or other documents(s) concerned provided always that the OWNER shall be entitled at its discretion at any time to call upon all the partners of the CONTRACTOR firm to sign any receipt, settlement, acknowledgement or other document(s) including any receipt, settlement, acknowledgement or other documents signed by a partner (or erstwhile or purported partner) as aforesaid, and all the partners of the firm shall, when called upon to do so by the OWNER, forthwith sign the receipt, order, acknowledgement or other document required to be so signed.

8.1.0.0 TAXES

8.1.1.0 The CONTRACTOR shall be exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified in respect of any work done and/or materials supplied and for the payment of all contributions and taxes for unemployment compensation, insurance and old age pension and annuity now or hereinafter imposed by the Central or any State Government or any authority with respect to or covered by the wages, salaries or other compensations paid to persons employed or engaged by the CONTRACTOR and doth hereby undertake to Indemnify and keep indemnified the OWNER from and against the same and all claims, actions, demands and payments whatsoever against the OWNER howsoever arising there from or in connection therewith.

8.2.0.0 GOVERNMENT REGULATIONS:

8.2.1.0 The CONTRACTOR shall comply with and ensure strict compliance by his/its sub-contractors and agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify the OWNER from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/or relative thereto.

8.3.0.0 LABOUR LAWS AND REGULATIONS

8.3.1.0 The CONTRACTOR shall be responsible for strict compliance of and shall ensure strict compliance by its sub-contractors, servants and agents of all laws, rules or regulations having the force of law affecting the relationship of employer and employee between the CONTRACTOR/sub-contractors and their respective employees and/or otherwise concerning labour, social welfare and provident fund, pension, bonus, gratuity and other benefits to employees. Without prejudice to the generality of this provision, the CONTRACTOR shall comply with and ensure that his sub-contractors and other agencies employed by him comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workman's Compensation Act 1923, Industrial Disputes Act 1947, Employers Maternity Benefit Act 1961, Mines Act 1952, Contract Labour (Abolition & Regulation) Act 1970, Payment of Bonus Act, Gratuity Act, Factories Act and the Employees Provident Fund and Miscellaneous Provisions Act 1952 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time.

8.3.2.0 The contractor and sub-contractor(s) of the CONTRACTOR shall obtain from the authority(ies) designated in this behalf under any applicable law, rule or regulation (including but not limited to) the factories Act and Labour (Abolition and Regulation) Act, 1970 (in so far as applicable) any and all such license(s), consent(s), registration(s) and/or other authorization(s) as shall from time to time be or become necessary for or relative to the execution of the work or any part or portion thereof or the storage or supply of any material(s) or otherwise in connection with the performance of the Contract and shall at all times observe and ensure due observance by the sub-contractors, servants and agents of all terms and conditions of the said license(s), consent(s), regulation(s) and other authorization(s) and laws, rule and regulations applicable thereto. Without prejudice to the generality of this provision, the CONTRACTOR shall obtain and ensure that the sub-contractors and other agencies employed by him on the Work, obtain a valid License under the Contract Labour (Regulation & Abolition) Act, 1970 and shall duly and faithfully observe and comply with the provisions of the Contract Labour (Regulation & Abolition) Central Rules 1971 and other Central and State Rules as amended from time to time and applicable to the work, and shall duly, promptly and faithfully maintain and/or cause to be maintained all records and facilities required to be maintained and/or provided in terms thereof of any licence granted thereunder.

8.3.3.0 The CONTRACTOR shall ensure that wages are paid by himself or by his sub-contractors to their workmen directly without the intervention of any Jamadars or Thekedars and that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from the wages of the workmen.

- 8.3.4.0 The OWNER shall be entitled at all times to carry out any check(s) or inspection(s) of the CONTRACTOR's facilities, records and accounts to ensure that the provisions aforesaid are being observed by the CONTRACTOR and the sub-contractors and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall, without prejudice to any other rights or remedies available to the OWNER, constitute a ground for termination of the Contract as though specifically set forth under Clause 7.0.1.0 thereof.
- 8.3.5.0 Nothing in the Contract Documents stated shall anyway constitute any workman/employee of the CONTRACTOR or any sub-contractor as or to be a workman/employee of the OWNER, or place obligation or liability in respect of any such workman/employee upon the OWNER.
- 8.3.6.0 The CONTRACTOR shall not employ in connection with the work, any person below the age of 18 years.
- 8.3.7.0 The establishment of the CONTRACTOR shall be duly registered under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 and the CONTRACTOR shall duly pay his contributions and his employees contributions to the Authorities prescribed under the said Acts and any Schemes framed thereunder in respect of all labour employed by him for the execution of the contract.
- 8.3.8.0 On receiving information of any breach, non-fulfillment and/or non-observance by the CONTRACTOR and/or his sub-contractors and other agencies engaged by him in connection with the Works or any of the provisions or requirements of any of the Labour Laws, rules and regulations and/or as to the inaccuracy of any of the returns or statements furnished by the CONTRACTOR and/or his sub-contractors and/or any records or accounts maintained by any of them with respect to which the OWNER as the principal employer or otherwise can have a liability, the OWNER shall be entitled to deduct from the Bills and any amounts due and becoming due to the CONTRACTOR, under this or other contract(s) with the CONTRACTOR, any sum(s) required or estimated to be required, in its judgement which shall be final and binding on the CONTRACTOR, for making good or compensating for the liability or possible liability of the OWNER by reason of the said breach, non-fulfillment or non-observance and/or inaccuracy aforesaid.
- 8.3.9.0 The CONTRACTOR shall indemnify and keep indemnified the OWNER from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions hereof and/or against any claim, action or demand by any workman/employee of the CONTRACTOR or any sub-contractor and/or from any liability anyway to any sub-contractor under any law, rules or regulation having the force of law including (but not limited to) claims against the OWNER under the Workmen's Compensation Act 1923, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Employee's State Insurance Act, 1948 and/or the Contract Labour (Abolition & Regulation) Act, 1970.
- 8.3.10.0 The CONTRACTOR and his sub-contractors and agents employed by him for and/or in the performance of the Works shall strictly abide by and observe the provisions of the "Contractors' Labour Regulations" and the "Model Rules for Labour Welfare" as set out in Appendix I and Appendix II to these General Conditions of Contract, which shall be binding on the CONTRACTOR, his sub-contractors and agents.
- 8.3.10.1 In the event of an irreconcilable conflict between the provisions herein and the provisions contained in the "Contractors' Labour Regulations" and/or the "Model Rules of Labour Welfare" (as set out in Appendix I and Appendix II hereto) the "Contractors' Labour regulations" and " Model Rules for Labour Welfare" shall prevail to the extent of the irreconcilable conflict.
- 8.3.10.2 In the event of irreconcilable conflict between the "Contractors' Labour Regulations" and/or the "Model Rules for Labour Welfare" (set out in Appendix I and Appendix II hereto) and any applicable law, rule or regulation, the law, rule or regulation shall prevail over the "Contractors' Labour Regulation" and/or the "Model Rules for Labour Welfare", as the case may be, and shall be complied with.
- 8.4.0.0 SAFETY REGULATIONS, ACCIDENT AND DAMAGE**

- 8.4.1.0 The CONTRACTOR shall be responsible at his own cost in and relative to performance of the work and contract to observe and to ensure observance by his sub-contractors, agents and servants of the provisions of the Safety Code as hereinafter appearing and all fire, safety and security regulations as may be prescribed by the OWNER from time to time and such other precautions and measures as shall be necessary and shall employ/deploy all equipments necessary to protect all works, material properties, structures, equipment, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the OWNER, other contractors, the public and the adjoining land and property owners and occupiers and crops, trees and vegetation and shall indemnify and keep indemnified the OWNER from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceeding whatsoever suffered or incurred by or against the OWNER as the case may be, by virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works, materials, properties, structures, equipment, installations, communications and facilities and land and property, owner and occupiers and crops, trees, and vegetation as aforesaid, with the intent that the CONTRACTOR shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the CONTRACTOR of his obligations aforesaid or upon any operation, act or omission of the CONTRACTOR or his sub-contractor(s) or agent(s) or servant(s).
- 8.4.2.0 The CONTRACTOR's liabilities under Clause 8.4.1.0 and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage-cum-erection or other insurance covering any risk, damage, loss or liability for which the CONTRACTOR is liable to the OWNER in terms of the foregoing sub-clause or otherwise and/or in respect of which the CONTRACTOR has indemnified the OWNER, with the intent that notwithstanding the existence of such insurance, the CONTRACTOR shall be and remain fully liable for all liabilities and obligations under the Contract and indemnities to the OWNER, and the OWNER shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the CONTRACTOR or otherwise to exhaust any other remedy in preference to the remedies available to it under the Contract.

8.5.0.0 INDEMNITY AND INSURANCE:

- 8.5.1.0 The CONTRACTOR shall at all times indemnify and keep indemnified the OWNER and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of or to property or person of any sub-contractor and/or the servants or agents of the CONTRACTOR or any other contractor(s) and any sub-contractor and/or of the OWNER), and the CONTRACTOR shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period specified in Clause 5.4.1.0 hereof take out and maintain insurance policies in respect of all insurable liabilities under this clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, 1988; Workmen's Compensation Act, 1923; Fatal Accidents Act, 1855; Personal Injuries (Compensation) Insurance Act, 1963, Emergency Risk Insurance Act, and/or other Industrial Legislation from time to time in force in India with insurance Company(ies) approved by the OWNER, and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified namely :

- (a) Workmen's Compensation Insurance – to the limit to which compensation may be payable under the laws of the Republic of India; but not less than the limits specified below.
- (b) Third Party Insurance – body injury and property damage to the limit specified below

The limits aforesaid shall be as follows :

- (i) If the total contract value exceeds Rs. 1 (one) crore, the policy shall be for not less than Rs. 10,00,000/- (Rupees ten lakhs only) for each accident. The sum assured shall not be less than Rs. 20,00,000/- (Rupees twenty lakhs only) for all accidents; and
- (ii) If the total contract value does not exceed Rs. 1 (one) crore, the policy shall be for not less than Rs. 3,00,000/- (Rupees three lac only) for each accident. The sum assured shall not be less than Rs. 10,00,000/- (Rupees ten lakhs only) for all accidents.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purpose, but shall not anyway limit the Contractor's liability in terms of this clause to the limit(s) specified.

- 8.5.1.0 Should the CONTRACTOR fail to take out and/or keep afoot insurance as provided for in the foregoing sub-clauses, the OWNER shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the CONTRACTOR and without prejudice to any other right or remedy of the OWNER in this behalf to deduct the sum(s) incurred therefore from the dues of the CONTRACTOR.

8.6.0.0 TRAINING OF APPRENTICES:

- 8.6.1.0 The CONTRACTOR shall, if and when called upon the Engineer-in-Charge during the currency of Contract himself engage and/or procure engagement by his sub-contractor(s) of such number of apprentices and for such period as may be required by the Engineer-in-Charge in this behalf. Such apprentices shall be trained in accordance with the provisions of the Apprentices Act, 1961 and any other Act, rule or regulation having the force of law, regulating upon the employment of apprentices, and the CONTRACTOR shall be responsible at his own cost and initiative and without entitlement to any extra compensation or remuneration from the OWNER in this behalf, to fulfill all obligations of the employer under the said Act, including liability for payment to apprentices as required thereunder.

8.7.0.0 RECORDS AND INSPECTION

- 8.7.1.0 The CONTRACTOR shall, if and when required by the Engineer-in-Charge produce or cause to be produced before the Engineer-in-Charge or any other officer of the OWNER designated by the Engineer-in-Charge in this behalf, for examination, any cost or other book(s) of account and/or other records and documents in the possession of the CONTRACTOR or any sub-contractor or subsidiary or associated firm or company of the CONTRACTOR or any sub-contractor, and/or copies of extracts thereof and/or other information or returns relative thereto (such returns to be verified in the manner prescribed by the Engineer-in-Charge or other officer aforesaid designated in this behalf) as may be required relative to the execution of the Contract or for verifying or ascertaining the cost of any material, labour, service or item or thing whatsoever in connection with the Contract, and the decision of the Engineer-in-Charge or other officer designated in this behalf, as the case may be, as to whether any book, record, document, information or return is relevant for any of the purpose aforesaid, shall be final and conclusive.

- 8.7.2.0 Should the Engineer-in-Charge (whose decision in this behalf shall be final) consider it necessary for the purpose of verifying or ascertaining the cost of production for any item or thing to examining the works and/or records of the CONTRACTOR or any sub-contractor(s) or any subsidiary or associated firm or company of the CONTRACTOR engaged in the fabrication, manufacture or assembly of any item or thing, the CONTRACTOR shall permit and/or facilitate such inspection by the Engineer-in-Charge or other officer of the OWNER designated in this behalf by the Engineer-in-Charge and shall afford the Engineer-in-Charge or concerned officer all assistance as shall be necessary for the purpose.

8.8.0.0 PATENT AND ROYALTIES:

- 8.8.1.0 If any equipment, machinery or materials to be used or supplied or methods or processes to be practiced or employed in the performance of this Contract is/are covered by a patent under which the CONTRACTOR is not licensed, the CONTRACTOR shall before supplying or using the equipment, machinery, materials, methods or processes as the case may be, obtain such licence(s) and pay such royalty(ies) and licence fee(s) as may be necessary in connection with the performance of this Contract. In the event that the CONTRACTOR fails to pay such royalty or obtain such licence, the CONTRACTOR will defend at his own expense any suit for infringement of patent which is brought against the CONTRACTOR or the

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OWNER as a result of the failure, and shall pay any damages and costs awarded in such suit and will keep the OWNER indemnified from and against all other consequences thereof.

8.9.0.0 ARTICLES OF VALUE FOUND:

8.9.1.0 All gold, silver and other metals, minerals or ore of any kind or description and precious and semi-precious stones and bearing earth, rock or strata, coins, treasures, treasure trove, antiques and other items and things whatsoever which shall be found under or upon the job site shall as between the CONTRACTOR and the OWNER be the exclusive property of the OWNER and the CONTRACTOR shall forthwith upon discovery thereof notify the OWNER of such discovery with the details of the item(s) or thing discovered and pending directions by the OWNER for the disposal thereof shall hold and preserve the same as trustee of the OWNER to the satisfaction of the Engineer-in-Charge.

8.10.0.0 MATERIALS OBTAINED FROM DISMANTLING:

8.10.1.0 Any material obtained by the CONTRACTOR consequent upon dismantling of any building, structure or construction whatsoever at the job site other than any building, structure of construction dismantled by the CONTRACTOR pursuant to the CONTRACTOR's liabilities for defects as elsewhere herein provided, shall be the exclusive property of the OWNER.

8.11.0.0 LIENS AND LIABILITIES:

8.11.1.0 If at any time there is evidence of any lien or claim for which the OWNER might be or become liable and which in terms of the Contract or otherwise is chargeable to or payable by the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter becoming due to the CONTRACTOR an amount sufficient to completely indemnify the OWNER against such lien or claim, and should the CONTRACTOR not dispute such lien or claim and/or if in the opinion of the OWNER, such lien or claim is otherwise valid (the Owner's opinion in this behalf being final and binding on the CONTRACTOR), the OWNER may pay and discharge the same and deduct the amount so paid together with any legal and other costs, charges and expenses incurred by the OWNER in defending any action and/or in obtaining legal advice or opinion relative to the lien, claim or action, from any monies then due or thereafter becoming due to the CONTRACTOR and/or retained as aforesaid, and if there is no money due or retained as aforesaid or if the same be insufficient to satisfy the payment(s) aforesaid, the CONTRACTOR shall on demand pay to the OWNER the same and failing such payment within 10 (ten) days of demand by the OWNER in this behalf, shall be liable to pay interest on the amount due from the date of demand up to and until the date of payment in full at the bank rate as applicable to the OWNER plus 1% (one percent) per annum and the provisions hereof (in so far as such notice shall be deemed to be necessary in addition to the contractual provisions herein) shall be deemed to constitute a notice for the payment of interest under the provisions of the Indian Interest Act and in determining such interest, the Certificate issued by an officer of the OWNER in a financial department of the OWNER shall be conclusive evidence of the Bank rate of interest applicable to the OWNER.

8.12.0.0 LIABILITIES FOR SUB-CONTRACTOR(S):

8.12.1.0 Without prejudice to any other liabilities or obligations of the CONTRACTOR relative to sub-contractors in terms hereof or otherwise, the CONTRACTOR shall require every sub-contractor to whom any portion of the work to be performed under the Contract has been sub-contracted, to comply with the provisions of the Contract in so far as applicable to each sub-contractor, and the CONTRACTOR shall hold the OWNER harmless and indemnified from any and against all penalties, actions, claims and demands and costs, charges and expenses whatsoever arising out of or in connection with any failure of the CONTRACTOR or any sub-contractor(s) to make full and proper compliance with any of the terms and conditions of the Contract.

8.13.0.0 WAIVER

8.13.1.0 It shall always be open to the OWNER by written communication to the CONTRACTOR to waive in whole or part any right or the enforcement of any right or remedy which the OWNER may have against the

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CONTRACTOR or of any obligations which the CONTRACTOR may have hereunder, provided always that:

- (i) No waiver shall be presumed or inferred unless made in a written communication addressed by the OWNER to the CONTRACTOR and specifically communicated as a Waiver;
- (ii) No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the Owner to insist upon the strict adherence of the attendant obligations of the Contractor and /or the future enforcement of the right by the Owner in respect of the same and/or any other dependent obligation.

8.14.0.0 CONTRACTOR'S ESTABLISHMENT

8.14.1.0 It is understood that the establishment of the CONTRACTOR (and any Sub-Contractor engaged by the CONTRACTOR) constitutes an independent establishment involving inter alia in undertaking works and/or services for others of the nature and kind forming the subject matter of the contract. It is consequently understood that all the employees of the CONTRACTOR (and any Sub-Contractor engaged by the CONTRACTOR) are the employees of the independent establishment of the CONTRACTOR or Sub-Contractor (as the case may be) who have been and will be appointed solely for and/or with reference to the work of that establishment, and have not been and will not be appointed specifically or otherwise for the sole purpose of the work covered by the present Contract. To this end, each CONTRACTOR (and Sub-Contractor engaged by the CONTRACTOR) shall issue to each of its employees deputed to the job-site to perform any work in relation to the Contract a regular letter of appointment for employment in the CONTRACTOR's/ Sub- Contractor's independent establishment, with authority in the CONTRACTOR/Sub-Contractor to employ or depute him for or in relation to any work or engagement assumed by the CONTRACTOR/Sub-Contractor from time to time in the course of its business and the production of a certified copy of each letter of appointment duly acknowledged by the concerned employee shall be a pre-condition for the issue of a Gate Pass to any employee of the CONTRACTOR/Sub-Contractor into any area the entry to which is restricted by the OWNER.

8.15.0.0 COLLECTION OF INDEBTEDNESS

8.15.1.0 Without prejudice to any other rights or remedies of the OWNER and in addition to any other provisions hereof, the OWNER shall be entitled to deduct out of the Security deposit (including by recourse Bank Guarantee) any monies or securities under this or any other contract(s) for the time being to the CONTRACTOR in its hands and out of any payments then due or becoming due in future for the CONTRACTOR under this or any other Contract, any and all amounts due to the OWNER from the CONTRACTOR arising out of or in connection with the Contract.

8.16.0.0 OBSERVANCE OF ENVIRONMENTAL REGULATIONS AND ENVIRONMENTAL PROTECTION.

8.16.1.0 The CONTRACTOR shall ensure that its servants and agents and sub-contractors and their servants and agents shall duly comply with all environmental laws, rules and regulations and the conditions of any permit, permission, consent and/or no-objection granted in this behalf by any authority with respect to or concerning the work, and shall independently so organize and conduct its operations and cause its sub-contractors to so organize and conduct their operations as not to cause any hazard or pollution to health, life, property or environment including (but not limited to) discharge of any noxious substance or effluent into the atmosphere or into the earth or into any drain, canal, stream, river, pond, lake or other water body.

8.16.2.0 The CONTRACTOR shall indemnify and keep indemnified the OWNER from and against the breach, non-observance, infraction or dereliction of any of the provisions of Clause 8.16.1.0 hereof, and against any and all claims, actions or proceedings, prosecutions, litigations and losses and damages and costs (including legal costs), charges and expenses whatsoever suffered or incurred or instituted against the OWNER as the case may be.

8.17.0.0 CONFIDENTIAL HANDLING OF INFORMATION

8.17.1.0 The CONTRACTOR and its/his employees, agents and Sub-Contractors and the employees and agents of the Sub-Contractor(s) shall treat as strictly confidential and shall take all steps necessary to ensure confidential handling of all maps, plans, charts, designs, drawings, photographs, data, reports, tests, specifications, methods, and other information developed or acquired by the CONTRACTOR from or by means of the Tender Documents or any facility extended to the CONTRACTOR pursuant thereto or the award or performance of the works or any of them or otherwise disclosed or made available to the CONTRACTOR or any of the aforesaid persons, and shall not disclosed or reproduce the same in any book, article, speech or other publication, provided always that the OWNER may upon application by the CONTRACTOR to the OWNER in this behalf permit report, disclosure or re-production of the same in any book, article speech or other publication if it is satisfied that this would not involve the disclosure of any classified or other information which would not be in the interest of public or security to disclose.

8.17.2.0 Application for such consent shall be submitted to the OWNER in writing outlining the intended use of the relative material and shall be submitted to the OWNER at least one month prior to the expected use accompanied by the text of the relative publication in which it is sought to be used. Photographs should be accompanied by their caption. An application shall not be understood to have been permitted unless expressly permitted in writing by the OWNER.

SECTION -9

ARBITRATION & CONCILIATION

9.0.0.0 ARBITRATION& CONCILIATION: Applicable for all the Tenders valuing above Rs.5 Lakhs:

Parties hereby agree as under:

If any difference or dispute (hereinafter referred as "Dispute") under the Contract arises, the party shall give a 60 days written notice ("Dispute Notice") to the identified officer of the other party mentioned in the Contract giving details of the Dispute. The Parties shall use all reasonable endeavours to resolve the Dispute mutually and amicably. All efforts by either party within these 60 days Dispute Notice Period shall be kept confidential by both the parties under Section 75 of the Arbitration and Conciliation Act, 1996. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement as evidence in any Forum / arbitration / court proceeding.

If Parties are unable to resolve the Dispute amicably within 60 days of receipt of the Dispute Notice, then after expiry of the 60 days' Dispute notice period, the aggrieved Party can refer the Dispute to conciliation and / or arbitration subject to terms and conditions contained herein below:

- 1) Parties further agree that following matters shall not be referred to Conciliation or Arbitration:
 - i) Any claim, difference or dispute relating to, connected with or arising out of MRPL decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.
 - ii) Any claim, difference or dispute relating to, connected with or arising out of MRPL decision under the provisions of Integrity Pact executed between MRPL and the Bidder / Contractor.
- 2) Part-I: Conciliation (Not applicable in contracts valuing less than Rs. 10 lakhs)
- 3) Part-II: Arbitration (Not applicable in contracts valuing less than ` 5 lakhs) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

9.0.1.0 PART - I: CONCILIATION: Resolution of disputes through conciliation by OEC

(Not applicable in Contracts valuing less than Rs.10 lakhs):

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee (“OEC”) to be constituted by MD, MRPL as provided hereunder:

Submission of proposal for OEC

1. Conciliation through OEC will be resorted in all cases involving disputed amount up to ` 250 crores only. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties.
2. Claimant shall give a 30 days’ notice for conciliation. In cases where the contractor is claimant then the notice shall be given to the concerned MRPL office as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

Constitution of OEC

3. MD, MRPL will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by MRPL and will normally comprise of three members, one member from each category i.e., Technical, Finance, Commercial and Legal. However, there will be a single member OEC for disputes involving a claim and counter claim (if any) up to ` 1 crore.
4. MD, MRPL will have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.
5. Upon constitution of the OEC, Head-Legal will issue the appointment letters to OEC members and inform same to the parties concerned.
6. The OEC members shall give a declaration of independence and impartiality (in the format at **Annexure D**) to both the parties before the commencement of the OEC proceedings.

Proceedings before OEC

7. The claimant shall submit its statement of claims to OEC members, and to the party(s) prescribed in the appointment letter within 30 days of the issue of the appointment letter. The claims shall be raised as per the format at **Annexure E**.
8. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. (As per aforesaid format at **Annexure E**).
9. Parties may file their rejoinder/additional documents, if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter.
10. OEC will commence its meetings only after completion of the pleadings.

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11. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.
12. The parties shall be represented by their in-house employees/executives. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of MRPL who have handled the dispute matter in any capacity are not allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.
13. Solicitation or any attempt to bring influence of any kind on either OEC Members or MRPL is completely prohibited in conciliation proceedings and MRPL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.
14. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
15. OEC will give full opportunity of hearing to the parties before giving its recommendations.
16. OEC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement MD, MRPL may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.
17. OEC members will be paid fees (plus applicable tax) and provided facilities as detailed in clause 29 below, subject to revision by MRPL from time to time and subject to Government guidelines on austerity measures, if any. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
18. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be Delhi /Mangaluru / Bengaluru or any other location whichever is most economical from the point of view of travel and stay etc.
19. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.
20. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996 and subsequent amendments or re-enactment thereof.

Actions after OEC Recommendations

21. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.

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22. The contractor shall give its response to MRPL within 7 days of receiving OEC Recommendation.
23. If the recommendations are acceptable to the contractor partly or fully, MRPL will consider and take a decision on OEC recommendations. MRPL shall communicate its decision to the contractor. If decision of MRPL is acceptable to the contractor, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the OEC Members.
24. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings. However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.
25. Parties shall keep confidential matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as evidence in any Forum/arbitration/court proceeding, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute.
 - b. Admissions made by the other party in the course of the OEC proceedings;
 - c. Proposals made by the OEC;
 - d. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
26. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by MRPL to Govt. of India, if required.
27. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be acceptable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.
28. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

29. **Fees and Facility to the OEC Members :**

OEC members shall be entitled for the following fees plus applicable taxes per member and facilities:

	Category	Description	To be paid by
	Fees	Rs 20,000/- per meeting subject to maximum of Rs. 2,00,000/-* for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs 10,000/- towards secretarial expenses in writing minutes/ OEC Recommendations.	Contractor

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2.	Fee for attending meeting/s to authenticate the settlement agreement.	Rs 10,000/-	Contractor
3.	Transportation in the city of meeting	Car as per entitlement or Rs 2,000/- per day	Contractor
4.	Venue of the meeting	MRPL conference rooms/Hotels	MRPL
Facilities to be provided to the out-stationed member			
5.	Travel from the city of residence to the city of meeting	Business class air tickets/first class train tickets/ car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt. of India.	Contractor
6.	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or Rs3,000/-	Contractor
7.	Stay for out stationed members	5 Star Hotel	MRPL
8.	Transport in the city of meeting	Car as per entitlement or Rs 2,000/- per day	Contractor

* except in exceptional cases, where the no. of meetings may extend beyond 10.

9.0.2.0 PART – II: ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises) (Not applicable in contracts valuing less than ` 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually or through conciliation, the same shall be referred to Arbitration as provided hereunder:

1. There shall be no arbitration for disputes involving claims up to ` 25 lakhs and more than ` 100 crores. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties. Unresolved disputes involving claims above ` 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015.
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. Arbitration can be invoked by giving Invocation Notice only after expiry of the 60 days' period as per Dispute Notice.

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4. For a dispute involving claims above ` 25 lacs and upto` 5 crores, in case other party is Claimant, MRPL will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by MRPL. In case MRPL itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved on fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.
5. For a dispute involving claims above ` 5 crores and upto` 100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the Invocation Notice itself along with the copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of Section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respects mentioned above. The other Party shall then appoint the second Arbitrator within 15 days from the date of receipt of written notice. The two Arbitrators appointed by the Parties shall appoint the third Arbitrator, within 30 days, who shall be the Presiding Arbitrator. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.
6. For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
7. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.
8. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of MRPL and/or is a retired officer of MRPL / any PSU. However, neither party shall appoint its serving employee as arbitrator and shall have been retired before 3 years on the date of commencement of the Arbitration.
9. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
10. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator / Tribunal shall have no right to award pre-reference or pendente-lite interest in the matter.

11. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the arbitrators):
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by the arbitrator, for reasons to be recorded in writing, with the consent of the parties.

12. The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.

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13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.
14. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20 % of the fees if the claimant has not submitted statement of claim.
 - (ii) 40 % of the fees if the pleadings are complete.
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed
15. Each party shall pay its share of arbitrator's fees in stages as under:
 - (i) 20% of the fees on filing of reply to the statement of claims.
 - (ii) 40% of the fees on completion of pleadings.
 - (iii) 20% of the fees on conclusion of the final hearing.
 - (iv) 20% at the time when award is given to the parties.
16. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, MRPL shall make all necessary arrangements for his travel stay and the expenses incurred shall be shared equally by the parties.
17. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
18. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
19. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof shall apply to the arbitration proceedings under this clause.
20. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.

9.0.2.1 Arbitration Clause applicable in case of Purchase Orders/ Contracts on Public Sector Enterprises

Ref: No.4 (1) /2011-DPE (PMA)-GL, Government of India, Department of Public Enterprises. Dated 12th June 2013

In the event of any dispute or difference relating to, arising from or connected with the CONTRACT, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In charge of the Bureau of Public Enterprises.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.

The award of the Arbitrator shall be binding upon the 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 the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such



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reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, whose decision shall bind the parties finally and conclusively.

The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

9.0.3.0 JURISDICTION:

Contract / Purchase Order, including all matters connected with this Contract / Purchase Order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Mangalore.

Foreign companies, operating in India or entering into Joint ventures in India, shall have to obey the law of the land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

Annexure D to Clause 9.0.1.0 - Conciliation

Declaration of independence and impartiality by OEC Member

To,

1. MRPL
2. Contractor.....

Subject: Declaration of independence and impartiality by OEC Member in the dispute between MRPLAnd.....under Contract No.....

I, the undersigned, hereby accept to act as Member of the Expert Committee and conciliate in the disputes under reference between the parties above named.

I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator. I am able to act as conciliator and I am available to act as Member of the Expert Committee.

I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator/OEC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

The fees and other facilities offered to me and the terms and conditions contained in the appoint letter and guidelines issued by MRPL are acceptable to me. I will not demand for enhancement of the same.

(Signature)

Name:

Address:

Phone:

Email:

Date:

Annexure E to Clause 9.0.1.0 – Conciliation

STATEMENT OF CLAIM(S)/COUNTERCLAIM(S)

1. Chronology of the dispute
2. Brief of the contract
3. Brief history of the dispute:
4. Issues:
5. Details of claim(s)/Counter Claim(s):

SI NO	Description of claim(s)/ Counter Claim	Amount(in INR/USD)	RelavantCo ntarct Clause

1. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)
Statement of claims may kindly be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of claims. The statement of claims is to be submitted to all OEC members, to other party and to the office of Head Legal Services-MRPL, by post as well as mail.

Authorized Signatory of the Claimant

Place:

Contact No. :

Date:

Email:

SECTION 10

SAFETY CODE

10.0.0.GENERAL

- 10.0.1.0 CONTRACTOR shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with OWNER’s safety rules as set forth herein.
- 10.0.2.0 In addition, the contractor shall adhere to and be bound by the “Safety Practices During Construction” (OISD-GDN-192) formulated by the Oil Industry Safety Directorate from time to time. A copy of the

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existing "Safety Practices During Construction" as presently formulated by the Oil Industry Safety Directorate is annexed hereto as Appendix III.

- 10.0.3.0 In the event of any irreconcilable conflict between the "Safety Practices during Construction" prescribed by the Oil Industry Safety directorate and the Safety provisions set out herein, the "Safety Practices During Construction" established by the Oil Industry Safety Directorate shall prevail to the extent of the irreconcilable conflict.
- 10.1.0.0 FIRST AID AND INDUSTRIAL INJURIES:
- 10.1.1.0 CONTRACTOR shall maintain first aid facilities for its employees and those of its sub-contractors.
- 10.1.2.0 CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Engineer-in-charge prior to start of construction, and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
- 10.1.3.0 All critical industrial injuries shall be reported promptly to Engineer-in-charge, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to OWNER.
- 10.2.0.0 GENERAL RULES:
- 10.2.1.0 Carrying/Striking of matches, lighters inside the refinery area, smoking within the refinery, tank farm, or dock limits are strictly prohibited. Violators of the "No Smoking" rules shall be discharged immediately. Within the operation area, no hot work shall be permitted without valid gas safety/fire permits. The CONTRACTOR shall be held responsible for all lapses of his sub-contractors/employees in this regard.
- 10.3.0.0 CONTRACTOR's BARRICADES
- 10.3.1.0 CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:
- (i) Excavation
 - (ii) Hoisting areas
 - (iii) Areas adjudged hazardous by CONTRACTOR's or OWNER's inspectors.
 - (iv) OWNER's existing property liable to damage by CONTRACTOR's operations, in the opinion of Engineer-in-Charge/Site Engineer.
 - (v) Railroad unloading spots.
- 10.3.2.0 CONTRACTOR's employees and those of its sub-contractors shall become acquainted with OWNER's barricading practice and shall respect the provisions hereof.
- 10.3.3.0 Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.
- 10.4.0.0 SCAFFOLDING:
- 10.4.1.0 Suitable scaffolding shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal 4 vertical).

- 10.4.2.0 Scaffolding or staging than 12', above the ground floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewinded at least 3', high above the floor or platform of scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 10.4.3.0 Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of platform or the gangway or the stairway is more than 12', above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in Clause 10.4.2.0 above.
- 10.4.4.0 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3 feet.
- 10.4.5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30' in length while the width between the side rails in rung ladder shall in no case be less than 11.5" for ladder up to and including 10' in length for longer ladders this width would be increased at least 1/4" for each additional foot of length. Uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings, as law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such person, or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.
- 10.5.0.0 EXCAVATION AND TRENCHING:
- 10.5.1.0 All trenches 4' or more in depth, shall at all times be supplied with at least one ladder for each 100' length or fraction thereof.
- 10.5.2.0 Ladder shall be extended from bottom of the trench to at least 3' 3" above the surface of the ground. The site of the trenches which is 5' or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse.
- The excavated material shall not be placed within 5' of the edge of the trench or half of trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.
- 10.6.0.0 DEMOLITION
- 10.6.0.0 Before any demolition work is commenced and also during the process of the work all roads and open area adjacent to the work site shall either be closed or suitably protected.
- 10.6.1.0 No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- 10.6.2.0 All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion or flooding. No floor, or other part of the building shall be so overloaded with debris or material as to render it unsafe.
- 10.7.0.0 SAFETY EQUIPMENT

- 10.7.1.0 All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be made available for the use to the persons employed on the site and maintained in a condition suitable for immediate use, and the CONTRACTOR should take adequate steps to ensure proper use of equipment by those concerned.
- 10.7.2.0 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- 10.7.3.0 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- 10.7.4.0 Those engaged in welding and cutting works shall be provided with protective face and eye shields, and gloves, etc.
- 10.7.5.0 Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 10.7.6.0 When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- 10.7.7.0 The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting or products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
- 10.7.7.1 No paint containing lead product shall be used except in the form of paste or readymade paint.
- 10.7.7.2 Suitable face masks shall be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- 10.7.7.3 Overalls shall be supplied by the CONTRACTOR to workmen and adequate facilities shall be provided to enable the working painters to wash during and on cessation of work.
- 10.8.0.0 **RISKY PLACES:**
- 10.8.1.0 When the work is done near any place where there is a risk of drowning, all necessary safety equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 10.9.0.0 **HOISTING EQUIPMENT:**
- 10.9.1.0 Use of hoisting machines and tackle including their attachments, anchorage and supports shall confirm to the following standards or conditions:
- 10.9.1.1 These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good condition and in good working order .
- 10.9.1.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

- 10.9.1.3 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to the operator.
- 10.9.1.4 In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension; the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 10.9.1.5 In case of departmental machine, the safe working load shall be notified by the Engineer-in-Charge. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to site of work and gets it verified by the Engineer-in-charge concerned.
- 10.10.0.0 ELECTRICAL EQUIPMENT:
- 10.10.1.0 Motor, Gearing, Transmission, wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum, the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other material, which are good conductors of electricity.
- 10.11.0.0 MAINTENANCE OF SAFETY DEVICES:
- 10.11.1.0 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.
- 10.12.0.0 DISPLAY OF SAFETY INSTRUCTIONS:
- 10.12.1.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- 10.13.0.0 ENFORCEMENT OF SAFETY REGULATIONS:
- 10.13.1.0 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, Engineer-in-charge or Safety Engineer of the OWNER or their representative.
- 10.14.0.0 NO EXEMPTION
- 10.14.1.0 Notwithstanding the above Clauses 10.0.0.0 to 10.13.0.0 there is nothing in these to exempt the CONTRACTOR from the operations of any other Act or rules in force in the Republic of India.
- 10.14.2.0 The works through out including any temporary works shall be carried on in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths, at the site or in the vicinity thereto or any existing works whether the property of the OWNER or of a third party.
- 10.14.3.0 In addition to the above, the CONTRACTOR shall abide by the safety code provisions as per CPWD safety code framed from time to time.

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- 10.14.4.0 The CONTRACTOR shall also arrange to obtain valid gate passes for his men and equipment from the concerned authorities of the Refinery/Project.
- 10.14.5.0 No man/material/equipment not covered by valid passes shall be permitted within the Refinery/project area and no material/equipment shall be permitted to be taken out of the Refinery/ Project area, unless authorized by the concerned authorities of Refinery Project. The CONTRACTOR shall be held fully responsible for any or all delays/losses/damages that may result consequent on any lapses that may occur on the part of his sub-contractors/employees in this regard.

APPENDIX-1

TO

GENERAL CONDITIONS OF CONTRACT

CONTRACTORS' LABOUR REGULATIONS

(REFERENCE: Clause 8.3.10.0 of GCC)

1. These regulations may be called Model Contractors Labour Regulations.
2. Definition: In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them:
 - (a) "Labour" means workers employed by the contractor, directly or indirectly through a sub-contractor, or by an agent on his behalf to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work.
 - (b) "Fair wage" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employments in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages act.
 - (c) "Wages" shall have the same meaning as defined in the Payment of Wages Act.
 - (d) "Contractor" for the purpose of these regulations shall include an agent or sub-contractor employing labour on the work taken on the contract.
 - (e) "Inspecting Officer" means any Labour Enforcement Officer or Assistant Labour Commissioner of the Chief Labour Commissioner's Organization.
 - (f) "Prescribed" means prescribed under the Contract Labour (Regulation and Abolition) Act 1970 and Rules framed there under.
3. Notice of commencement: The Contractor, shall within SEVEN days of commencement of the work, furnish in writing, to Inspecting Officer of the area concerned the following information:
 - (a) Name and Situation of the work.
 - (b) Contractor's name and address.
 - (c) Particulars of the department for which the work is undertaken.

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- (d) Name and address of sub-contractors as and when they are appointed.
- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.
- (g) “Fair wages” for different categories of workers.
- (i) Number of hours of work to constitute a normal working day: The number of hours, which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that it is inclusive of intervals, if any, for rest, it shall not spread over more than twelve hours on any day. When a worker is made to work for more than NINE hours on any day or for more than FORTY-EIGHT hours in a week; he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- (ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall normally be a Sunday unless otherwise fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day, provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
4. Where, in accordance with the foregoing provisions, a worker works on the rest day and has been given a substituted rest day, he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

(NOTE: The expression “ ordinary rate of wages” means the fair wage the worker is entitled to.)

5. Display of notice regarding Wages, Weekly day of Rest etc.: The contractor shall, before the commencement of his work on the Contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian language, spoken by majority of workers, giving the rate or fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer, the contractor shall send a copy each of such notices to the Inspecting Officers.
- 6.1 Fixation of Wage Periods: The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one month.
- 6.2 Payment of wages:
- (i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both. The wages shall be paid without deductions of any kind except those specified by Central Government by General Order or Special Order in this behalf or permissible under the Payment of Wages Act.
- (ii) Wages of every worker employed as contract labour in an establishment or by Contractor where the number of workers is less than one thousand, such workers shall be paid within SEVEN days from the end of the wage period; and before the expiry of the 10th day from the end of the wage period accordingly as the number of workers exceed 1,000.
- (iii) When employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before expiry of the second working day from the date on which his employment is terminated.
- (iv) All payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal time.

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(NOTE: The term “working day” means a day on which labour is employed, and the work is in progress)

7. Register for Workmen: A register of workmen shall be maintained in the prescribed form and kept at the work site or as near to it as possible, and relevant particulars of every workmen shall be entered therein within THREE days of his employment.
8. Employment Card: The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the Contractor shall merely endorse that Employment Card with relevant entries. The Contractor may, alternatively, issue an attendance-cum-wage slip to each worker in the form appended. This card shall be valid for a wage period. The Contractor shall mark attendance on the cards twice each day and again after the rest interval, before he actually starts the work. On termination of employment, the Employment card shall again be endorsed by the Contractor, service certificate issued and returned to the Worker.
9. Register of Wages etc.
 - (i) A register of Wages-cum-Muster Roll in the prescribed Form shall be maintained and kept at work site or as near to it as possible.
 - (ii) A wage slip in the prescribed Form shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.
10. Fines and deductions which may be made from wages:
 - (i) Wages of a worker shall be paid to him without any deduction of any kind except the following:
 - (a) Fines;
 - (b) Deduction for absence from duty, i.e. from the place of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent;
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - (d) Deductions for recovery of advances or for adjustment of overpayment of wages. Advance granted shall be entered in a register; and
 - (e) Any other deduction, which the Company may from time to time allow.
 - (ii) No fines shall be imposed on any worker say in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner or Competent Authority.
 - (iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - (iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.
 - (v) No fine imposed on a worker shall be recovered from him in installments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act/ or omission in respect of which it was imposed.

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- (vi) The contractor shall maintain both in English and the local Indian language, a list approved by the Chief Labour Commissioner or Competent Authority clearly stating the acts and commissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.
- (vii) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the prescribed Forms, which should be kept at the place of work.
- (viii) The Contractor shall display in a conspicuous place of work the list of acts and omissions for which the fines can be imposed. They are as under:
1. Willful insubordination or disobedience, whether alone or in combination with other.
 2. Theft, fraud or dishonesty in connection with the Contractor's business or property of Owner.
 3. Taking or giving bribes or any illegal gratification.
 4. Habitual late attendance.
 5. Drunkenness, fighting, riotous or disorderly or indifferent behavior.
 6. Habitual negligence.
 7. Smoking near or around the area where combustible or other material are locked.
 8. Habitual indiscipline.
 9. Causing damage to work in the progress or to property of the Owner or of the Contractor.
 10. Sleeping on duty.
 11. Malingering or slowing down work.
 12. Giving of false information regarding name, age, father's name etc.
 13. Habitual loss of wage cards supplied by the employers.
 14. Unauthorized use of employer's property of manufacture or making of unauthorized articles at the work place.
 15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Owner and for which the Contractor is compelled to undertake rectification.
 16. Making false complaints and/or misleading statements.
 17. Engaging in trade within the premises of the establishments.
 18. Any unauthorized divulgence of business affairs of the employers.
 19. Collection or canvassing for the collection of money within the premises of an establishment unless authorized by the employer.
 20. Holding meeting inside the premises without previous sanction of the employers.
 21. Threatening or intimidating any workmen or employer during the working hours within the premises.
 22. Non-observance of Safety norms/practices applicable to the Worksite.

11. Register of Accidents: The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- Full particulars of the labourers who met with accident.
 - Rate of wages.
 - Sex
 - Age
 - Nature of accident and cause of accident
 - Time and date of accident
 - Date and time when admitted in hospital
 - Date of discharge from the hospital
 - Period of treatment and result of treatment
 - Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - Claim required to be paid under Workmen's Compensation Act.
 - Date of payment of compensation
 - Amount paid with details of the person to whom the same was paid.
 - Authority by whom the compensation was assessed.
 - Remarks.
12. Preservation of Registers: The Register of Workmen and the Register of wages-cum Muster roll required to be maintained under these Regulations shall be preserved for 3 years after the date of which the last entry is made therein.
13. Enforcement: The Inspecting Officer shall either, on his own motion or on a complaint received by him, carryout investigations and send a report to the Engineer-in-charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered form the Contractors, indicating full details of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the Engineer-in-charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
14. Disposal of amounts recovered form the Contractor: The Engineer-in-charge shall arrange payment to workers concerned within FORTY-FIVE days from receipt of a report from the Inspecting Officer. In cases where there is an appeal, payment of worker's dues would be arranged by the Engineer-in-charge wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (RLC).
15. Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the RLC concerned within THIRTY days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-charge. The decision of the RLC shall be final and binding upon the Contractor and the workmen.
16. Representation of parties:
- A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of a registered trade union of which he is a member or by an officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workman employed in the industry in which the worker is employed.
 - A contractor shall be entitled to be represented in any investigation of enquiry under these Regulations by an officer of an Association of Contractors of which he is a member or by an officer of a Federation of Association of Contractors to which the said association is affiliated or where the Contractor is not a member of any Association of Contractors, by an officer of association of employers, connected with, or by any other employer engaged in, the industry in which the Contractor is engaged.

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- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.
17. Maternity benefits for female employees: The Contractor shall extend the leave, pay and other benefits as admissible to the female employees. No maternity benefits shall be admissible to a female worker unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave. The contractor shall maintain a register of maternity benefits in prescribed form, which shall be kept in all places of work.
18. Inspection of Books and other documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at the convenient time.
19. Submission of Returns: The Contractor shall submit periodical returns as may be specified from time to time.
20. Amendments: The Owner may, from time to time, add to or amend these Regulations, and issue such directions as it may consider necessary for the proper implementation of these regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

APPENDIX – II TO THE GENERAL CONDITIONS OF CONTRACT

MODEL RULES FOR LABOUR WELFARE

(Refer: Clause 8.3.10.0 of GCC)

1. Definitions
- (a) “Workplace” means a place at which, on an average, twenty or more workers are employed on any day during which the Contract work is in progress.
- (b) “Large Workplace” means a place at which, on an average 500 or more workers are employed.
2. First Aid
- (i) At every workplace, there shall be provided and maintained in a readily accessible place First Aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and in large work places, they shall be placed under the charge of a responsible person who shall be trained in First Aid treatment and who shall also be readily available during working hours. The first aid boxes at the rate of not less than one box for 150 contract labour or part thereof shall be ordinarily employed. Adequate arrangement shall be made for immediate recoupment of items/equipment when necessary.
- (ii) At large work place, where hospital facilities are not available within easy distance of the Works, First Aid posts shall be established and be run by a trained compounder.

Where large work places are remotely situated far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large work places are situated in cities, town or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance shall be

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kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospital.

At large work places, there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government area where the work is carried on may be taken as the prescribed standard.

3. Accommodation for labour: The Contractor shall during the progress of the Works, provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standard and scales as approved by the Engineer-in-charge. However, following specifications shall be followed:

- (a)
 - (i) The minimum height of each hut at the eaves level shall be 2.10m (7ft) and the floor area to be provided will be at the rate of 2.7 sq.m (30 sq.ft.) for each member of the worker's family staying with the labourer.
 - (ii) The Contractor shall in addition construct suitable cooking places having a minimum area of 1.80m X 1.50m (6'x5') adjacent to the hut for each family.
 - (iii) The Contractor shall also construct temporary latrines and urinals for the use of the labourers, each on the scale of not less than four per each one hundred of the total strength. Separate latrines and urinals have been provided for women.
 - (iv) The Contractor shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These washing and bathing places shall be suitably screened.
- (b)
 - (i) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local material as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha, but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-charge and the Contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - (ii) The Contractor shall provide each hut with proper ventilation.
 - (iii) All doors, windows and ventilators shall be provided with suitable leaves for security purposes.
 - (iv) There shall be kept an open space at least 7.2 m (8 yards) between the rows of huts, which may be reduced to 6m (20ft) according to the availability of site with the approval of the Engineer-in-charge. Back to back construction will be allowed.

4. Drinking Water: In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water should be stored.

Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source or pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn for

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drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing and Bathing Places: adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained conditions.
6. Scale of accommodation in latrines and urinals: There shall be provided within the precincts of every workplace, latrines and urinals in an accessible place and the accommodation separately for each of these, shall not be less than at the following scales:

No. of seats

- (a) Where number of persons does not exceed 50 - 2
- (b) Where number of persons exceeds 50 but does not exceed 100 - 3
- (c) For additional persons - 3 per 100 or part thereof

In particular cases, the Engineer-in-charge shall have the power to increase the requirement, where necessary.

7. Latrines and Urinals: Except in workplaces provided with water-flushed latrines connected with a water-borne sewage systems, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If Women are employed, separate latrine & urinals screened from doors for men and marked in the vernacular inconspicuous letters "FOR WOMEN ONLY" shall be provided on the scale laid down in Rule- 6. Those for men shall be similarly marked "FOR MEN ONLY". A poster showing the figure of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.

8. Construction of latrines: Inside walls shall be constructed of masonry or other non-absorbent materials and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.
9. Disposal of excreta: Unless otherwise arranged for by the local municipal authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, health and medical or cantonment authorities. Alternatively, excreta may be disposed off by putting a layer of night soils at the bottom of pucca tank prepared for the purpose and covering it with a 15 c.m. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of soil and other conservancy work in respect of Contractor's work people or employees at the site. The Contractor shall be responsible for payment of any charges, which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. Provision of shelters during rest: At every workplace shall be provided, free of cost, for suitable sheds, two for meals and two others for rest, separately for use of men and women labour. Height of each shelter shall not be

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less than 3 meters from the floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m per head.

11. Creches: At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after the children of women workers.

Size of crèche(s) shall vary according to the number of women workers employed.

Creche(s) shall be properly maintained and necessary equipment like toys etc. provided

12. Canteen: A cooked food canteen one moderate scale shall be provided for the benefit of workers wherever it is considered necessary.
13. Planning, setting and erection of the above mentioned structures shall be approved by the Engineer-in-charge and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition as per requirements of the local bodies and to the satisfaction of the Engineer-in-charge and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal of cantonment authorities and at all time adopt such precautions as may be necessary to prevent soil pollution of the site.

On completion of the Work, the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-charge and at the Contractor's expense.

14. Anti-material precautions: The Contractor shall, at his own expense, conform to all anti-material instructions given to him by the Engineer –in-charge, including filling up any burrow pits which may have been dug by him.
15. Enforcement: The Inspecting Officer mentioned in the Contractor's Labour Regulations or any other officer nominated in his behalf by the Engineer-in-charge shall report to the Engineer-in-charge all cases of failure on the part of the Contractor and or his sub- Contractor to comply with the provisions of these Rules either wholly or in part and the Engineer-in-Charge shall impose such fines and other penalties as are prescribed in the conditions.
16. Interpretations etc: On any question as to the application, interpretation of effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.
17. Amendments: Government/ OWNER may, from time to time, add to or amend these rules and issue such directions, as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty, which may arise in the administration thereof.

INSTRUCTIONS TO TENDERERS

- 1.0 Mangalore Refinery and Petrochemicals Limited, a company registered in India under the Companies Act, 1956, through its _____ (give the designation of the authority calling for tenders) invites tenders under sealed covers from bona fide and experienced CONTRACTORS of financial standing and reputation for the following job(s) :
- (a) name of work
 - (b) name of location
 - (c) Unit/region/division etc., (more specifically described in the Tender Documents, upon the terms and conditions mentioned in the Tender Documents).
- 2.0 The Tender Documents shall consist of the following:
- (i) Invitation to Tender
 - (ii) Instructions to the Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract (including Scope of Work and Time Schedule)
 - (v) Special Instructions to Tenderers
 - (vi) Specifications
 - (vii) Plans (Exhibits.....to.....)
 - (viii) Drawings (Exhibits.....to.....)
 - (ix) Form of Contract
 - (x) Form of Tender (including formats annexed to the Form of Tender)
 - (xi) Form of Schedule of Rates
 - (xii) Addendum/Addenda to Tender Documents.
- 3.0 Price of Tender Documents
- (a) The Price of Rs. _____ (Rupees _____) payable for the Tender Documents is made up as follows:

Prices for use of Tender Document : Rs. _____

Less paid by OWNER to tenderer : Rs. _____
by way of adjustment to keep the
Tender offer open

Balance : Rs. _____
 - (b) The price of the Tender Documents is the net cost/ price per set of Tender Document, after accounting for the consideration paid by the OWNER to the tenderer, for keeping the tenders valid for the prescribed period, and any extension thereof.
- 4.0 Tender Instructions
- 4.1 Tender Documents shall remain the property of the OWNER. Not more than 2 (two) copies of the Tender Documents will be issued to any one intending tenderer, unless otherwise specified. The Tender Document issued to one party cannot be transferred to or used by another without the specific written permission of the tender issuing authority.
- 4.2 The Tender shall be completely filled in all respects and shall be tendered together with requisite information and annexures. Any tender incomplete in particulars shall be liable to be rejected.

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- 4.3 If the space in the Tender or any schedule or annexure thereof is insufficient, pages shall be separately added. These shall be consecutively page- numbered and also shall carry the Tender Document numbered and shall be signed by the tenderer and entered in the Index for the Tender.
- 4.4 (a) The Tender with one or more complete sets of the Tender Documents, as required, shall be enclosed in a sealed cover superscribed with name of work and tender notice number and addressed and sent by registered post to the Tender Receiving Authority specified in the Invitation to Tender, or put in the Tender Box designated for the specific work located at the address specified in the Invitation to Tender. In case tenders have been called for in two parts separately viz., the technical and commercial part, and the price part, these two parts shall be put in two separate sealed covers superscribed “technical commercial part” and “price part” respectively. Both the sealed covers thereafter shall be then put inside another sealed cover, superscribed with the name of the work, the tender notice number and date, due date for receipt of tenders, the name of the Tender, etc., and sent either by registered post or dropped in the tender box designated for the purpose, located at the address specified in the Tender Document.
- (b) Where two copies of Tender Documents have been called for they should be put in two separate envelopes duly marked as ‘original’ and ‘copy’. Both these sealed envelopes should then be put together inside another sealed envelope suitably superscribed.
- 4.5 The sealed tenders must reach the Tender receiving Authority, at the address specified in the Invitation to Tender before the time limit specified therein.
- 4.6 The Tenders shall be opened on the date and at the time specified in the Invitation to Tender or as soon thereafter as convenient, in the presence of such tenderers as may be present. Tenders not received in time may not be considered.
- 4.7 Tenderers shall set their quotations in firm figures and without qualifications or variations or additions in the terms of Tender Documents. Tenders containing qualifying expressions such as “subject to minimum acceptance” or “subject to prior sale”, or any other qualifying expression or incorporating terms and conditions at variance with the terms and conditions incorporated in the Tender Documents shall be liable to be rejected.
- 4.8 The tenders, as submitted, shall consist of the following:
- (i) Complete set of Tender Documents (including addenda, if any) duly filled in and signed by the tenderers as prescribed in different clauses of the Tender Documents.
 - (ii) Schedule of rates in the Form of Schedule of Rates.
 - (iii) Earnest money amounting to and in the manners specified in clause 5 hereof.
 - (iv) Power of Attorney or other proof of authority, in favour of the person who has signed the tender (or copy thereof duly attested by a Gazetted Officer), as required by Clause 4.13 hereof.
 - (v) Income Tax Clearance Certificate (in the case of Indian Bidders).
 - (vi) Audited Balance Sheets for the last 3 (three) years.
 - (vii) Form of Tender
 - (viii) Information regarding tenderers in the form annexed to the Form of Tender.
 - (ix) Information regarding the tenderer’s work of comparable nature in the from annexed to the Form of Tender.
 - (x) Information regarding construction, organization and equipment in the form annexed to the Form of Tender.
 - (xi) Solvency certificate from a Schedule bank in India or a reputed Foreign Bank acceptable to the OWNER.
 - (xii) Declaration of Blacklisting in the prescribed format.
- 4.9 (a) The OWNER reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- (b) Although ordinarily the lowest responsive bid amongst the bids submitted by tenderers and considered by the OWNER as qualified and competent shall be preferred, the OWNER reserves the right not to accept the lowest bid if in its opinion this would not be in the interest of the work.

- (c) If the OWNER in its discretion considers that the interest of the work requires a split, the OWNER may split the works between two or more tenderers.

4.10 The tender shall be irrevocable up to the expiry of 4 (four) months from the date of opening of tenders. In case of a 2 (two) bid system the 4 (four) month period shall be reckoned from the date of opening of the techno-commercial bid.

4.11 Rates to be in Figures and Words:

The tenderer shall quote in English both in figures as well as in words the amount tendered by him in the Form of Schedule of Rates forming part of the Tender Documents, in such a way that is interpolation not possible. If the parties do not quote both in figures and words properly and correctly, their tenders are liable to be rejected. The amount for each item shall be worked out and entered and requisite total given of all items. The tendered amount for the work shall be entered in the tender duly signed by the tenderer.

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

- (a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- (c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.

4.12 Corrections and Alterations

Tenderers are required to fill in the Tender Documents with all due care, avoiding cuttings/corrections/alteration/overwriting etc. in the entries, as far as possible. In case corrections/ alterations become unavoidable or inevitable, the entry to be corrected, altered should be neatly cancelled or scored through by striking the entry by drawing a line through it and making the revised/corrected entry as close to the cancelled entry as possible, each such cancellation and correction/alteration being clearly and unambiguously authenticated by the Tenderer by his full signatures. Overwriting and/or erasing with or by the application of correcting/erasing fluid(s) will not be permitted and shall render the Tender for rejection.

4.13 Signing of Tender

- (i) The tender shall contain the name, residence and place of business of the person(s) making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full names of all partners in the tender, and shall annex a copy of the Partnership deed to the tender. It shall be signed in the partnership name by the partners or by a duly authorized representative followed by the name and designation of the person signing. Tenders by OWNER shall be signed in the name of the OWNER by a person duly authorized to do so.
- (ii) The person signing the tender shall state his capacity and also the source of his ability to bind the tenderer. The power of attorney or authorization or other document constituting adequate proof of the ability of the signatory to bind the tenderer shall be annexed to the tender. The OWNER may reject outright any tender unsupported by adequate proof of the signatory's authority.

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(iii) When a tenderer signs a tender in a language other than English, the total amounts tendered should in addition be written in the same language. The signature should be attested by at least one witness.

4.14 Witness:

Name, occupations and addresses of the Witnesses shall be stated below their signature. Witnesses shall be persons of status.

4.15 All pages to be initialed:

All signatures in the Tender Documents shall be dated as well. All pages of all sections of Tender Documents shall be initialed at the lower right hand corner or signed wherever required in the Tender Documents by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

4.16 Canvassing

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing shall be liable to rejection.

4.17 Past Experience

The tenderer shall enclose documents to show that he has previous experience in having successfully completed in the recent past works of similar nature together with the name of OWNER, location of sites and value of contract in the format annexed to the Form of Tender. It shall be the responsibility of the Tenderers to fill complete, correct and accurate information in line with the requirements/stipulations of the Tender Document, regarding their past experience and other information required to facilitate due evaluation/consideration of their tenders. In case any essential information given by a bidder is found to be incorrect or a misrepresentation, the bid is likely to be rejected as not responsive, and if the bid has resulted in a contract, the contract is liable to be terminated pursuant to the provisions of Clause 7.0.1.0 of the General Conditions of Contract with consequences of termination as provided in section 7 of the General Conditions of Contract.

4.18 P.F. Code number to be furnished

The tenderer(s) shall indicate his/their P.F. Code Number in the Form of Information about Tender annexed to the Form of Tender. In the absence of the same, the tender shall be liable to be rejected.

4.19 Form of Earnest Money to be deposited:

A bank Guarantee may be accepted by the OWNER towards Earnest Money Deposit of Security deposit or otherwise, as the case may be, provided the amount of such Bank Guarantee is not less than Rs.1 (one) lakh. Such Bank Guarantee shall be issued by a scheduled bank in India acceptable to the OWNER and shall be strictly in the format prescribed by the OWNER for the specific purpose for which the Bank Guarantee is required to be furnished.

4.20(a) Each tenderer/bidder shall give a declaration in the prescribed format annexed to the Form of Tender that he/it/they is/are not under any blacklist declared by the OWNER or by any Department of the State of Central Government or by any other Public Sector Organization and that there is no inquiry in respect of any corrupt or fraudulent practice pending against him/it/them. In case he/it/they are under any such list, or any inquiry is pending he/it/they shall in the declaration give full details thereof. Such declaration in respect of a partnership firm or association of persons shall cover every partner or member of the association, and in the case of

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company, shall cover every Director and Principal Shareholder of the Company and any Holding Company and/or subsidiary Company(ies) if any.

- (b) If a tenderer is on any such list or if any such inquiry is pending against it/him/them or if the Bidder makes a false declaration, the OWNER reserves the right to reject the Bid, and if the Bid has resulted into a contract, the contract is liable to be terminated pursuant to the provisions of Clause 7.0.1.0 of the General Conditions of Contract.
- 4.21 In case pre-qualification of potential bidders/tenderers had been undertaken earlier and completed for the work, only bids from pre-qualified bidders will be considered for evaluation and award of the contract. It shall be incumbent on the tenderer to submit necessary evidence of having been pre-qualified for the particular job in question or part thereof, by submitting copies of intimation received from the consultant intimating about their being pre qualified.
- 4.22. In case no pre-qualification of bidder/tenderers had been undertaken by the consultant, the tenderer shall include full details in support of their capacity, capability and financial standing for taking up and completing the work successfully.
- 4.23. Each tenderer can submit only one tender bid for one package. The names of specialized sub-contractor(s) may, however, appear in different offers submitted by different tenderers.
- (a) It is clarified that a person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/or in a partnership or association of persons format and/or in a Company format.
- (b) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- (c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons, which has submitted a bid.
- (d) A person shall be deemed to have bid in a company format if, the person holds more than 10% (ten percent) for the voting share capital of the company which has submitted a bid, or is a Director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid.
- 5.0 Earnest Money
- 5.1 The tenderer shall, as a condition for the consideration of the tender, pay the sum specified in Invitation to Tender in the manner specified therein. In the case of cash deposit, he shall attach the official receipt with the tender. The tender is liable to be rejected for failure to deposit money in the manner aforesaid or for failure to furnish proof of having deposited earnest money along with the tender.
- 5.2 The Earnest Money of unsuccessful tenderer(s) shall be refunded without interest only after the award of the work is finalized.
- 5.3 The Earnest Money deposited by a successful tenderer shall be forfeited if the successful tenderer fails to deposit or furnish the requisite Security deposit as specified in the General Conditions of Contract and/or fails to commence work at each job site within 10 (ten) days of handing over the job or any part thereof to him and/or fails to execute the contract in accordance with the Form of Contract within 10(ten) days of receipt of Letter of Acceptance in this behalf from the ONWER or within such extended period as may be permitted by the OWNER for the purpose.

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- 5.4 (a) A tenderer who has submitted his/it/their bid shall not be permitted to alter/amend or withdraw his/it/their bid after submission of bid, notwithstanding that the bid(s) has/have not yet been opened.
- (b) A tenderer who purports to alter/modify or withdraw his/its/their bid/offer after submission, within the period during which he/it/they promised to keep his/its/their bid valid, shall be liable to have his/its/their tender rejected and his/its/their Earnest Money deposit or Bank Guarantee submitted by way of Earnest Money forfeited / encashed.
- (c) A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s)/bid(s) shall be liable to have his/its /their bid(s) rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.
- 6.0 Cost of Preparation and Submission of Bids
- 6.1 The tenderer shall prepare the tender at his/its/their own risk and shall bear all the costs of preparing and submitting his/its/their tenders, as well as all other costs of tendering for the work and the OWNER shall take no liability for these costs.
- 7.0 Addenda
- 7.1 Addenda to the Tender Documents may be issued prior to the date of opening of the tender (and in the case of 2(two) bid system, prior to the date of opening the price part of the bid) to clarify documents or to reflect modifications in the design or contract terms.
- 7.2 Such addendum(s) issued shall be distributed in duplicate, to each person or organization to whom Tender Documents have been issued. Each recipient will retain one signed copy of such addendum(s) for submission alongwith his tender and return one signed copy to the authority inviting tenders as acknowledgement of receipt of the addendum. All such addendum(s) issued shall form part of Tender Documents.
- 8.0 Retired Company Directors
- 8.1 No Director of the OWNER is allowed to tender for a period of 2 (two) years after his retirement from the employment of the OWNER, without the previous permission of the OWNER. The Contract if awarded is liable to be cancelled if the tenderer is found at any time to be such a person and has not obtained the permission of the OWNER before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender, and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.
- 8.2 The tenderer is required to state whether he is a relative of any Director of the OWNER, or whether the tenderer is a firm, whether a Director of the ONWER or relative of such Director is a partner in the firm, or whether the tenderer is a Company, whether a Director of the OWNER or relative of such Director is a substantial member holding more that 10% (ten percent) of the paid up capital in the Company, or a Director of the Company.
- 9.0 Quotations
- 9.1 The tenderer shall quote for the jobs on the basis of the items entered in the Form of Schedule of Rates, and shall quote separately for each and every item(s) entered in the Form of Schedule of rates.
- 9.2 The prices quoted shall be all inclusive as proved for in respect of Schedule of Rates in the General Conditions of Contract and the OWNER shall not entertain any claim(s) for enhancement of the price(s) on any account whatsoever.

- 10.1 The information given in the Tender Documents and the Plans and Drawings forming part thereof is merely intended as a general information without undertaking on the part of the OWNER as to their accuracy and without obligation relative thereto upon the OWNER. The tenderers are expected to conduct their own surveys and investigations prior to tendering.
- 10.2 All information disclosed to the tenderers by way of the Tender Documents shall be considered confidential and shall not be disclosed to any party by the tenderers except as may be necessary for carrying out the work. Where it is found that any tenderer has violated and has disclosed sensitive and vital information impugning on the security of the installation/national security, necessary action, as may be called for, may be taken against the tenderer concerned in addition to his being liable to be black listed and/or barred from participating in future bids.
- 10.3 The tenderer shall before tendering and shall be deemed before tendering to have undertaken a thorough study of the proposed work, the job site(s) involved, the site conditions, soil conditions, the terrain, the climatic conditions, the labour, power, material and equipment availability and transport and communications facilities, the availability and transport suitability or borrow areas, the availability of land for right of way and temporary office and accommodations, quarters, and all other facts and facilities necessary or relevant for the formulation of the tender, supply of materials and the performance of the work. Without prejudice to the foregoing, the tenderers may be allowed access to any information regarding the site of the work, the investigations conducted relative thereto, such as soil investigation etc. But, these shall be only indicative in nature and the tenderers are expected to collect their own data for preparation and submission of their tender. Any claim at a later date based on either incorrectness or inadequacy of the information/data made available by the consultant to a tenderer shall not be entertained. The consultant shall be fully absolved of any and all liabilities in this regard.
- 10.4 In case the consultant decides to have a pre-bid conference to clarify any issues, necessary intimation with adequate notice will be sent to the intending tenderers. Brief summary of the queries raised by the attending tenderers and the clarifications given by the OWNER /consultant respect thereof, as well as any further information which the consultant choose to furnish to the tenderers, in the form of Minutes of the Meeting or Addendum, which shall form a part of the Tender Documents, unless otherwise specified.
- 10.5 All communication from the consultant to the tenderers shall be sent by speed post/ courier as may be applicable. The tenderers must acknowledge each and every communication sent by the consultant the duplicate copy or the Xerox copy of the said communication duly signed by the Tender(s) in token of receipt. Wherever feasible, communications may be sent by Fax/E-mail also followed by confirmatory copies by post.
- 10.6 The consultant may, at his discretion, call for technical/commercial clarification or any other clarifications required, from any Tenderer(s), in respect of his/their tender(s).
- 10.7 The OWNER reserves the right to consider/evaluate only substantially responsive tenders. A substantially responsive tender is one, which, in the opinion of the OWNER (which shall be final and binding on the Tenderer(s)), substantially conforms to all the terms, conditions, specifications and requirements of the Tender Document without material deviations or reservations in respect of any of the following:
- scope, quality or performance of the work;
 - OWNER's rights or the tenderer's obligations under the contract as per the tender documentation;
 - Such deviations the correction of which would affect the competitive position of the other tenderers, who have submitted substantially responsive bids;
 - Any tender unaccompanied by the earnest money in a form which is not acceptable as per the Tender Documents, falling short of the requirement of the Tender Document, shall be liable for rejection.
- 10.8 Bidders are expected to bid strictly on the format and subject to the terms and conditions specified in the Tender Documents. Any bid containing any deviation which in the sole opinion of the OWNER is material, or which in the opinion of the OWNER cannot be evaluated so as to place other bidders at a disadvantage, shall be liable to have his/its/their bid rejected.



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
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- 10.9 In case any bidder/tenderer considers it inevitable or unavoidable to make certain deviations from requirements and stipulations of the Tender Document, such bidder/tenderer shall bring out the same separately and prominently in a separate statement enclosed with the tender (or techno-commercial part of the tender in case of two part tenders) so as to make it prominently noticeable by the authority opening the tender. Such a statement should clearly indicate the particular page number, clause, or section of the Tender Document deviated from, the scope and extent of the deviations and explanation as to why the said deviation is considered inevitable or unavoidable in the view of the tenderer.
- 11.0 Collusive or Fraudulent tenders
- 11.1 In case it appears to the ONWER, after examining the tenders received, that any 2 (two) or more tenders are collusive or otherwise manipulated to the disadvantage of the ONWER and against the spirit of ethical competition, the OWNER reserves the right to summarily reject such tenders. It shall not be incumbent on the OWNER to prove any collusion or other malpractice in this regard.
- 12.0 Signing of the Contract
- 12.1 The successful tenderers shall be required to execute a formal contract in accordance with the Form of Contract within 10 (ten) days from the date of receipt of Letter of Acceptance from the OWNER, or such extended time as may be permitted by the OWNER for the purpose to do so.

For and on behalf of
Mangalore Refinery and Petrochemicals Limited, Mangaluru

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of company:

We hereby declare that we have not been placed on any holiday list or black list declared by Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")



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It is understood that if this declaration is found to be false in any particular, Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of Bidder _____

Name of Signatory: _____

Place:

Date:

EQUIPMENT QUESTIONNAIRE

(To be furnished with the Tender)

The tenderer shall specify in the form given below the list of equipment owned by the tenderer, which shall be used for the work if awarded to the tenderer.

Type	Number	Make	Capacity	Location	Owner
------	--------	------	----------	----------	-------

Signature of Tenderer

Name and Address of The Tenderer

EXPERIENCE QUESTIONNAIRE

(To be furnished with the Tender)

The Tenderer has completed the following similar Construction Projects in the last five years:

Type	Owner	Value	Year Completed
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Signature of Tenderer

Name and Address of The Tenderer



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM OF TENDER

(To be filled up by the Tenderer)

For Price Bid

Serial No. _____

Date: _____

From

To

Mangalore Refinery and Petrochemicals Limited
Mangalore

Tender No. _____

Having examined the Tender Documents consisting of the Notice inviting Tender, General Instruction of Tenderer, General Conditions of Contract, Special Instructions to Tenderers, Special Conditions of Contract, specifications, plans, drawings, time-schedule, form of Contract, form of tender, form of Schedule of Rates and Addendum (s) to Bidding Document having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Mangalore Refinery And Petrochemicals Ltd., relating to the work tendered for in connection with the construction of (Name of Refinery/ Project , Mangalore”, and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facility, the availability and suitability of borrow areas, the availability of land for right-of-way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work. I/We hereby submit our tender offer for the performance of the proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying schedules of rates based on the form of schedule (s) of Rates included within the Tender documents and arrived at a Total Contract Value of **(as quoted in E-tendering Portal)**

based on an application of the rates tendered in the accompanying Schedule(s) of Rates to the relative quantities indicated in the form of Schedule (s) of Rates forming part of the Tender Documents.

If the work or any part thereof is awarded to me/us, I/We undertake to perform the work in accordance with the contract document as defined in Form of contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein, and undertake within 10 (ten) days of receipt of Acceptance / Award of Tender to pay to and/or deposit with the Accounts Officer, Mangalore Refinery And Petrochemicals Ltd., Mangalore, a sum which, together with the amount of Earnest Money deposited by me/us in terms hereof, shall make Rupees/- (Rupees.....) as specified in the Acceptance / Award of Tender for the purpose of security deposit, by any one or more of the modes of payments specified in the general conditions of contract, and to commence work at each job site(s) involved within 10 (ten) days of handing over the job site or any part thereof to me/us, and to sign, the formal contract in terms of the form of contract forming part of Tender Documents, within 10 (ten) days of receipt of Letter of Acceptance / Award from or on behalf of Mangalore Refinery And Petrochemicals Ltd., in this behalf failing which Mangalore Refinery and Petrochemicals Ltd., shall be at liberty, without further



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reference to me/us and without prejudice to any of its rights or remedies, to terminate the contract and/or to forfeit the Earnest Money deposited in terms hereof.

In consideration of the sum of Rupee 1/- (Rupee one only) paid to me/us by Mangalore Refinery And Petrochemicals Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 4/6 (four/six) months from the Schedule date of opening of Tender as specified in the General Instructions to tenderers forming part of the Tender Documents.

I/We hereby further state that I/We/None of us (in the case of partnership firm) was/were employed as Directors of Mangalore Refinery And Petrochemicals Ltd., during the period of 2 (two) years immediately preceding the date hereof or I/We hereby declare that I/Sri....., one of our partners in the case of a partnership firm, was employed as a Director in the Mangalore Refinery And Petrochemicals Ltd. during the period of 2 (two) years immediately preceding the date hereof and that I/Sri..... have/has obtained previous permission of Mangalore Refinery And Petrochemicals Ltd., to participate in this tender.

I/We have annexed to this tender the following documents:

- (xi) Schedule of Rates in the prescribed form:
- (xii) Original Power of Attorney or proof of authority of the person who has signed the Tender OR copy of Power of Attorney or duly attested by a Gazetted Officer in proof of authority of the person who has signed the tender;
- (xiii) Original Income-tax Clearance certificate OR copy of Income-tax Clearance Certificate duly attested by a Gazetted Officer;
- (xiv) Original Sales Tax Clearance Certificate OR copy of Sales-tax Clearance Certificate duly attested by a Gazetted Officer;
- (xv) Information regarding tenderer in the form annexed to the Form of Tender;
- (xvi) Information regarding experience of work of a comparable nature in the form annexed to Form of Tender;
- (xvii) Information regarding construction organization and equipment in for form annexed to the Form of Tender;
- (xviii) Solvency Certificate from a Nationalized/Scheduled Bank:
- (xix) Set of Tender Documents, as issued duly signed;
- (xx) Any additional documents as listed below;

I/We hereby undertake that the statements made herein and the information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be mis-representation entitling Mangalore Refinery And Petrochemicals Ltd. to avoid any resultant contract.

I/We further undertake as and when called upon by Mangalore Refinery And Petrochemicals Ltd., to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having deposited Earnest Money of Rs..... (Rupees.....) as detailed hereunder: (strike-off whichever is not applicable.)



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By Demand Draft No..... Dated..... Drawn.....
Bank..... Branch.....attached hereto)

Dated this day of200.

Yours faithfully,

Signature(s) of the Tenderer (s)

Witness (Signature)

Name in block letters

Address

Occupation:

Name and designation of authorised person signing the tender on behalf of the tender (s).

Full name and address of the tenderer(s).



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

FORM OF TENDER

(To be filled up by the Tenderer)

For Commercial Bid

Serial No.

Date:

From

To

Mangalore Refinery and Petrochemicals Limited
Mangalore

Tender No. _____

Dear Sirs,

Having examined the Tender Documents consisting of the Tender Notice, General Instructions to Tenderers, General Conditions of Contract, Special Instructions to Tenderers, Special conditions of Contract, Specifications, Plans (Exhibits _____ to _____), Drawings (Exhibits _____ to _____) Time Schedule, Form of Contract, Form of Schedule of rates, and Addendum (a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Mangalore Refinery and Petrochemicals Limited, relative to the work tendered for in connection with the _____ (Name of the Refinery/Project) and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender of the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.

In consideration of the sum of Rupee 1/- (Rupee one) only paid to me/us by Mangalore Refinery and Petrochemicals Limited, by adjustment in the price of Tender Documents, I We further undertake to keep my/our this tender offer open for a period of not less than 4 (four) months from the schedule date of opening of Tenders as specified in the General Instructions to Tenderer forming part of the Tender Documents:

I/ We hereby further state that I/We/None of us (in the case of partnership firm) and none of our Directors (in the case of a Company) was/were employed as Directors of Mangalore Refinery and Petrochemicals Limited, during the period of 2(two) years immediately preceding the date hereof OR I/We hereby declare that I/Shri _____ one of our partners (in case of partnership firm/Directors in the case of a company) was employed as a Director in Mangalore Refinery and Petrochemicals Limited, during the period of 2 (two) years immediately preceding the date hereof and that I/Shri _____ have/has obtained previous permission of Mangalore Refinery and Petrochemicals Limited, to make this tender .



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
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I/We have annexed to this Bid the following documents:

- (i) Schedule or Rates in the prescribed form.
- (ii) Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of authority of the person who has signed the Tender.
- (iii) Original Income-tax clearance certificate OR copy of Income-Tax Clearance certificate duly attested by Gazetted Officer/Notary Public.
- (iv) Information regarding tenderer in the form annexed to the Form of Tender.
- (v) Information regarding experience of the tenderer in the performance of work of a comparable nature in the form annexed to the Form of Tender.
- (vi) Information regarding construction organization and equipment in the form annexed to the Form of Tender.
- (vii) Solvency Certificate from a Nationalized/Scheduled bank.
- (viii) Set of Tender Documents, as issued duly signed.
- (ix) Additional Documents as listed below.

I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Mangalore Refinery and Petrochemicals Limited, to avoid any resultant contract.

I/We further undertake as and when called upon by Mangalore Refinery and Petrochemicals Limited to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having deposited earnest Money of Rs. _____ (Rupees _____) as detailed hereunder (Strike off whichever is not applicable).

(Signature(s) of the Tenderer(s))

Name & Designation of Authorized person
Singing the Tender on behalf of The Tenderer(s)

Full Name and address of the Bidder(s)

Witness:
Signature
Name:
Occupation:

Name & Designation of Authorized person
Singing the Tender on behalf of The Tenderer(s)

Full Name and address of the Bidder(s)

Witness:



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

Signature
Name:
Occupation:

**INFORMATION ABOUT TENDERER
(To be furnished with Tender)**

1. In case of Individual

- 1.10 Name of Business:
- 1.11 Whether his business is registered:
- 1.12 Date of Commencement of business:
- 1.13 Whether he pays Income Tax over Rs.10,000/- per year:
- 1.14 Whether he is a Director or is related to any Director of MRPL present or retired within the past 2 years.
- 1.15 Permanent Account Number:
- 1.16 What are his profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years with a copy of the audited balance Sheets and Profit & Loss account for the past 3 (three) years:
- 1.17 What are his concurrent job commitments:
- 1.18 How does he propose to finance the work if awarded to him:

2. In case of Partnership

- 2.10 Name of Partners:
- 2.11 Whether the partnership is registered:
- 2.12 Date of establishment of firm:
- 2.13 If each of the partner of the firm pays Income tax over rs.10,000/- a year and if not, which of them pays the same:
- 2.14 Whether any partner of the firm is a Director of MRPL present or retired within the past 2 years.
- 2.15 Permanent Account Number:
- 2.16 What are the firm's profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years:
- 2.17 What are the firm's concurrent job commitments:
- 2.18 How does the firm propose to finance the work if awarded to him:

3. In case of Limited Company or Company Limited by Guarantees:

- 3.10 Amount of paid up capital:
- 3.11 Name of Directors:
- 3.12 Date of registration of Company:
- 3.13 Copies of the Balance Sheet of the company of the last two years:
- 3.14 Whether any of the Directors of the Company is a Director or is related to any Director of MRPL present or retired within the past 2 years.
- 3.15 Permanent Account Number:
- 3.16 What are the Company's profits/losses for the past 3 (three) years with a copy of the audited Balance Sheet for the past 3 (three) years
- 3.17 What are the company's concurrent job commitments:
- 3.18 How does the Company propose to finance the work if awarded to it:

NOTE: Reference is also invited to Clause 9.0 of General Instruction to the Tenderers forming part of GCC.

Signature of Tenderer
Name & Address of the Tenderer

FORM OF CONTRACT

(To be executed on a Non Judicial Stamp Paper of appropriate value)

THIS CONTRACT made at Mangalore this day of20..... BETWEEN MANGALORE REFINERY AND PETROCHEMICALS LIMITED, registered in India under the Indian Companies Act, 1956, having its Registered Office at (Hereinafter referred to as the “Owner which expression shall include its successors and assigns) of the One part AND *.....
.....* carrying on business in sole proprietorship / *carrying on business in partnership under the name and style of / *..... a Company registered in India under the Indian Companies Act * 1913/1956, having its Registered Office at(hereinafter referred to as the “Contractor” which expression shall include *his/*their* its executors, administrator, representatives and permitted assigns / *successors and permitted assigns) of the other part:

WHEREAS

The Owner desires to get executed certain work more specifically mentioned and described in the contract documents (hereinafter called the “work” which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the Contractor for the said work::

NOW, THEREFORE, THIS CONTRACT WITNESSETH as follows:

ARTICLE – 1

CONTRACT DOCUMENTS

- 1.1 The following documents shall constitute the contract documents, namely :
- This form of contract duly executed.
 - Original tender documents as defined in the instructions to the Bidders.
 - Acceptance Award of Tender
 - Further Amendment(s) /Corrigendum.
- 1.2 A copy each of the Tender Documents annexed hereto and the said copies have been collectively marked Annexure – I while a copy of the Acceptance Award of Tender and Annexures thereto and hereto annexed and marked Annexure II (*A copy /* copies of the further Amendment / Amendments arrived at *is/*are annexed hereto and* collectively marked Annexure – III).

ARTICLE – 2

WORK TO BE PERFORMED

- 2.1 The Contractor shall perform the said work upon the terms and conditions and within the time specified in the contract documents.

ARTICLE – 3

COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the contract documents the



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
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Owner shall pay Contractor Compensation as specified in the Contract document upon the satisfactory performance of the said work and or otherwise as specified in the contract document.

ARTICLE- 4

JURISDICTION

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question conforming the subject matter of the reference if the same had been a subject matter of a suit and all actions and proceedings arising out of or relative to the contract (including any Arbitration in terms thereof) shall lie only in the Court of empowered civil jurisdiction in this behalf atMangalore, Karnataka) and only the said court shall have jurisdiction to entertain and try any such action(s) and/or proceedings to the exclusion of all other courts.

ARTICLE- 5

ENTIRE CONTRACT

5.1 The Contract document mentioned in Article – I hereof embody the entire contract between the parties hereto, and the parties declare that in entering this contract they do not rely upon any previous representation whether expressed or implied and whether written or oral or any inducement, understanding or agreement of any kind not included within the contract document and all prior negotiations, representation, contracts, and/or Agreements and understandings are hereby canceled.

ARTICLEARTICLE-6

NOTICES

6.1 Subject to any provisions in the contract documents, any notice, order or communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post Acknowledgement Due to the Engineer-In-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the contract document or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner or on the Contractor with reference to the contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the Contractor at

ARTICLE – 7

WAIVER

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

ARTICLE – 8

NON – ASSIGNABILITLY

- 8.1 The contract and benefits and thereof shall be strictly personal to the Contractor and shall not on any account be assignable or transferable by the Contractor.

ARTICLE – 9

LANGUAGE OF CONTRACT AND COMMUNICATION

- 9.1 The language of the Contract shall be English and all communications, drawings, design, data, information codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be translated and presented to the Engineer-in-Charge in English and English document/translated document shall be regarded as the only authentic document.

ARTICLE 10

GOVERNMENT OF INDIA NOT LIABLE

- 10.1 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the OWNER is a independent legal entity with power and authority to enter into contracts, solely in its behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India on any matter, claim, cause or action or thing whatsoever arising out of or under this Contract.

ARTICLE 11

NO LIABILITY ON DIRECTOR AND EMPLOYEE

- 11.1 No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of the Sub-Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether undertort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

SIGNED AND DELIVERED

For and on behalf of

Mangalore Refinery and Petrochemicals Ltd.,

By

In the presence of

1.

2.

SIGNED AND DELIVERED

For and on behalf of

(Contractor)

By

(this day of 202)

in the presence of

1.

2.



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE BOND

The irrevocable Bank Guarantee (BG) in the following prescribed format if submitted against Earnest Money Deposit/PBG/SD/Mobilisation advance shall be subject to verification from the issuing Bank, the email ID of bank for the same must be incorporated in the BG.

The BG issued by the issuing Bank on behalf of Bidder/Contractor/Supplier in favour of “Mangalore Refinery and Petrochemicals Limited” shall be in paper form and also be made available under the “Structured Financial Messaging System” (SFMS).

A separate advice of the BG will invariably be sent by the issuing bank to the beneficiary’s Bank through SFMS and SFMS transmission message reference number (currently 32 digits code) is to be sent along with BG directly to MRPL through speed post/regd. Post.

The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary: Mangalore Refinery and Petrochemicals Limited
Beneficiary Bank, Branch and address: Union Bank of India (Erstwhile Corporation Bank), MRPL Project Site, Kuthethoor Post Mangalore 575030, Karnataka

IFSC code: UBIN0905925
SWIFT Code: UBININBBMAP
MICR Code: 575026018

Any bank guarantee submitted in physical mode which cannot be verifiable through SFMS will not be accepted under any circumstances

(To be executed ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Ref: Bank Guarantee No.....
 Date.....

To:
 M/s. Mangalore Refinery And Petrochemicals Ltd.,
 Regd. Office: Kuthethur P.O
 Katipalla, Mangalore 575 030

Dear Sir,

- In consideration of Mangalore Refinery And Petrochemicals Ltd., having its Registered Office at..... (hereinafter referred to as the “Company” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) and having entered into a contract dated (hereinafter called the “Contract” which expression shall include all the amendments thereto) with M/s. having its Head/Registered Office at..... (hereinafter referred to as the “Contractor” (which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the contract having been unequivocally accepted by the Contractor resulting in a contract bearing No..... dated..... Valued at for (scope of work) and the Company having agreed that the Contractor shall furnish to the Company a performance guarantee for the faithful performance of the entire contract to the extent of % of the contract price, i.e. Rs..... (in word) we

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

..... (bank)..... having its Registered Office at.....
.....(hereinafter referred to as the “Bank” which expression shall
unless repugnant to the context or meaning thereof, include all its successors, administrators,
executors and assigns) do hereby guarantee and undertake to pay on demand to the Company any
money or all moneys to the extent of Rs..... (Rupees
.....) in aggregate at any time without any demur, reservation,
recourse, contest or protest and/or without any reference to the Contractor. Any such demand made,
by the Company on the Bank shall be conclusive and binding notwithstanding any difference
between the Company and the Contractor or any dispute pending before any Court, Tribunal,
Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and
shall continue to be enforceable till it is discharged by the Company in writing.

2. The Company shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract by the Contractor, or vary the terms of the Contract. The Company shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce, or to forbear from enforcing, any covenants contained or implied in the contract between the Company and the Contractor or any other course or remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other act or forbearance of other acts of Company or any other indulgence shown by the Company or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.
3. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that Company may have in relation to the Contractor’s liabilities.
4. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable till all the dues of the Company under or by virtue of this contract have been fully paid and claim satisfied or discharged or till the Company discharges the Guarantee in writing.
5. We further agree that as between us and Company for the purpose of this Guarantee any notice given to us by the Company and any amount claimed in such notice by the Company that the money is payable by the Contractor and any amount claimed in such notice by the Company shall be conclusive and binding on us notwithstanding any difference between the Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our Constitution or that of the Contractor or in the Constitution of the Company. We also undertake not to revoke this Guarantee during its currency.



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
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6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs..... (Rupees) in aggregate and it shall remain in full force upto and including sixty days after unless extended further, from time to time, for such period as may be instructed in writing by M/S..... on whose behalf this Guarantee has been given, in which case it shall remain in full force upto and including 60 days after extended date. Any claim under this Guarantee must be received by us before the expiry of the 90 days from or before the expiry of the 90 days from the extended date. If no such claim has been received by us within the sixty days after the said date/extended date, the Company's right under this guarantee will cease. However, if such a claim has been received by us within and upto ninety days after the said date/extended date, all the Company's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The bank doth hereby that Shri (designation) Who is authorized this Guarantee / Undertaking on behalf of the bank and to bind the bank thereby
Dated this Day of200....

WITNESS:

_____	_____
(SIGNATURE)	(SIGNATURE)
_____	_____
(NAME)	(NAME)
_____	_____
(OFFICIALADDRESS)	(Designation with Bank Stamp)

_____ Attorney as per power of

Attorney No.....
Dated:.....



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

PROFORMA OF BANK GUARANTEE

The irrevocable Bank Guarantee (BG) in the following prescribed format if submitted against Earnest Money Deposit/PBG/SD/Mobilisation advance shall be subject to verification from the issuing Bank, the email ID of bank for the same must be incorporated in the BG.

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IFSC code: UBIN0905925
SWIFT Code: UBININBBMAP
MICR Code: 575026018

Any bank guarantee submitted in physical mode which cannot be verifiable through SFMS will not be accepted under any circumstances

(FOR EARNEST MONEY DEPOSIT AS APPLICABLE)
 (On non-judicial paper of appropriate value)

To
 Mangalore Refinery and Petrochemicals Limited
 Mangalore

Dear Sirs,
 In consideration of Mangalore Refinery and Petrochemicals Limited, having its Registered Office at Kuthethoor P.O Via Katipalla, Mangalore - (hereinafter called “the Owner” which expression shall include its successors and assigns), having agreed inter alia to consider the tender of (Name of the Tenderer) having its Head Office/Registered Office at (Address of the Tenderer) (hereinafter called the “Tenderer” which expression shall include its successors and assigns), for the work of..... (Name of the Project/ Work) at..... to be awarded under Tender No..... Upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money.

We (Name of the Bank), a Bank Constituted/Registered under the Act, having our Head Office/Registered Office at (hereinafter called the “Bank” which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Owner at Mangalore forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Owner, upto an aggregate limit of (Amount in figures and words).

AND THE BANK DOETH HEREBY FURTHER AGREES AS FOLLOWS:

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
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- 1 This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Owner on the Bank until the Owner discharges this Guarantee/Undertaking subject, however, that the Owner shall have no claims under this Guarantee/Undertaking after the midnight of200..... or any written extension(s) thereof.
- PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically extended for all claims and demands made by the Owner for further three months.
- 2 The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Owner against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these Presents and the Liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.
- 3 It shall not be necessary for the Owner to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Owner and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- 4 The amount stated by the Owner in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Owner for the purpose of these Presents be conclusive of the amount payable by the Bank to the Owner hereunder.
- 5 The liability of the Bank to the Owner under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Owner, the Tenderer and the Bank and/or the Bank and the Owner or otherwise howsoever touching these Presents or the liability of the Tenderer to the Owner, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Owner in terms thereof.
- 6 This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Owner.
- 7 Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Owner to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.
- 8 Notwithstanding anything contained herein:
i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
ii) The guarantee/undertaking shall remain in force upto_____ and any extension(s) thereof; and
iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before_____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.



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The Bank doth hereby declare that Shri _____ (designation) _____ who is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This _____ day of _____ 20 _____.

Yours faithfully

Signature: _____

Name & Designation: _____

Name of the Branch: _____



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

GUARANTEE AGAINST ADVANCE PAYMENT

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Beneficiary Bank, Branch and address: Union Bank of India (Erstwhile Corporation Bank), MRPL Project Site, Kuthethoor Post Mangalore 575030, Karnataka

IFSC code: UBIN0905925
SWIFT Code: UBININBBMAP
MICR Code: 575026018

Any bank guarantee submitted in physical mode which cannot be verifiable through SFMS will not be accepted under any circumstances

(To be executed on non-judicial stamp paper of appropriate value)

This deed of Guarantee made this day of between and wherever the context so required includes its successors and assigns hereinafter called ‘The surety’ and “ a company registered under the Companies Act of 1956 and having its Registered Office at and wherever the context so required includes its successors and assigns, hereinafter called ‘The Owner’.

Whereas M/s..... a Company registered under the Companies Act of 1956 having at its registered office at (wherever applicable) and wherever the context so requires includes its successors and assignees, hereinafter called ‘the Contractor’ has undertaken to on the terms and conditions mentioned in the

a) Letter of Acceptance / No
Dated.....

OR

b) Agreement No.....
Dated.....

Referred to as “ the said Contract”,

And whereas the Owner has agreed to make an advance of Rs..... (Rupees.....) being% value of the contract on as provided in the contract as the said advance to the Contractor

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

AND WHEREAS the Contractor has agreed with the Owner authorizing him to deduct the said advance thereon under the terms of the said contract from the amount that becomes due and payable to the Contractor as per the terms and conditions described under the clause 'Terms and conditions of Payment' of the Contract on proper execution of the Contract.

Now this deed witnesseth that in consideration of the said advance or any balance thereof made by the Owner to the Contractor, the surety hereby GUARANTEES the payment of the said advance thereon by the Contractor, and undertakes to pay the Owner on demand the sum of Rs..... subject to the following conditions.

- a) "Surety hereby gives an irrevocable guarantee and declares that its liability under this bond shall extend to the payment of the whole of amount viz. Rs..... paid as advance as provided for in the contract "as the said advance".
- b) This Guarantee shall remain in full force and effect so long as the said advance or any part thereof remains outstanding and shall expire and become ineffectual only after the recovery of the entire sum of Rs..... covered by the guarantee and upon intimation thereof being given by the Owner to the Surety, in which event, the Surety shall be discharged by the Owner.
- c) The Surety shall not be discharged or released from the Guarantee by any arrangements made between the Owner and the Contractor with or without the consent of the Surety or by any alteration in the obligations of the parties or by any indulgence, forbearance, whether as to payment, time, performance or otherwise. This Guarantee / Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or solvency of the Tenderer or any change in legal constitution of the Bank or Owner
- d) The Guarantee shall come into force from the date Contractor receives from the Owner the said advance i.e, - (specify the date).
- e) Notwithstanding anything stated above, the liability of the Surety under the guarantee is restricted to Rs..... (Rupees) and this guarantee will remain in force upto at the first instance. However, if the contract for which this guarantee is given is not completed or fully performed, the surety (bank) hereby agrees to further extend the Guarantee till such time as is required by the owner to fulfill the contract. The Bank shall be released and discharged from all liability under this guarantee / undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended

Procedure to submit the BG - (for the information of the vendor)

BG should be strictly as per the format given in the tender document. Vendor should request their BG issuing bank to send the SFMS to our bank. Bank details are as under:

Bank Name - Union Bank of India. (Erstwhile Corporation Bank).

Branch Name – Kuthethoor, MRPL Site

IFSC Code - UBIN0905925

Email - cb0592@unionbankofindia.com

Phone - 08242279002



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

As per CVC (Central Vigilance Commission) guidelines, the original BG should be **directly sent to MRPL by the BG issuing bank with a copy of SFMS through registered post / courier.**

In case of BG is sent by the supplier, such BG will not be accepted till such time the BG issuing bank directly send to MRPL, a copy of BG duly attested by the bank. **Hence, it is advised to the supplier to arrange to send the BG through their BG issuing bank only to enable us to speed up processing of the BG.**

BG will be accepted and accounted only after getting the SFMS confirmation from our bank i.e. Union Bank of India.

Each page of the BG including stamp paper should have page number like 1 of 3, 2 of 3 so on.

Each page should have BG number.

Number of pages in the BG should be clearly mentioned in the forwarding letter of the Bank.

Above same procedure is applicable in case of amendment of BG also.

(Note: Communication details to be filled by the Bank for correspondence)



मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड
MANGALORE REFINERY AND PETROCHEMICALS LIMITED

अनुसूची 'अ' के अंतर्गत भारत सरकार का उद्यम SCHEDULE 'A' GOVT. OF INDIA ENTERPRISE.
(ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड की सहायक कंपनी A SUBSIDIARY OF OIL AND NATURAL GAS CORPORATION LIMITED)

सीआईएन/CIN : L23209KA1988GOI008959
पंजीकृत कार्यालय : कुत्तथूर पोस्ट, बाया काटीपल्ला मंगलूर - 575 030 (भारत) दूरभाष: 0824-2270400, फैक्स: 0824-2271404, E-mail: mrplmr@mrpl.co.in
Regd. Office : Kuthethoor P.O. Via Katipalla, Mangaluru - 575 030 (India) Tel. : 0824-2270400 Fax : 0824-2271404 Website : www.mrpl.co.in
आई.एस.ओ. 9001, 14001 एवं 50001 प्रमाणित कंपनी AN ISO 9001; 14001 AND 50001 CERTIFIED COMPANY

To Whomsoever It May Concern

Dear Sir/Madam,

Sub: Bank Details of MRPL Union Bank of India, Kuthethoor Branch

To facilitate payment through electronic mode, we furnish the details of our Bank Account:

A. Vendor's / Customer's Particulars

1. Name of A/c Holder : Mangalore Refinery and Petrochemicals Limited.
2. Address : Kuthethoor Post, Via Katipalla Mangalore – 575030.

B. Bank Account Particulars

1. Name of A/c Holder : Mangalore Refinery and Petrochemicals Limited.
2. Bank Account No. : 560101000026927
3. Account type : Cash Credit
4. Bank Name : Union Bank of India (Erstwhile Corporation Bank)
5. Branch Name : Kuthethoor, MRPL SITE
6. 11 digit IFS Code : UBIN0905925
7. 11 digit NEFT Code : UBIN0905925
8. MICR No. : 575026018
9. Bank Phone No. : 0824 – 2279002
10. Swift Code : UBININBBMAP

I/We hereby confirm that the above information are complete and also undertake to advise any changes to the above details.

For Mangalore Refinery and Petrochemicals Limited.

Authorised Signatory

Certified that the particulars in SL No (B) above are correct as per our records.

For UNION BANK OF INDIA

Bank Seal & Signature and date

Note:- On making payment kindly furnish payment details (Utr No.. Amt., etc) along with Customer/Vendor A/c.

Kuthethoor - MRPL Branch 8/12/2020.

बेंगलूर कार्यालय : प्लॉट नं. A-1, - के .एस.एस.आई.डी.सी. प्रशासनिक कार्यालय भवन के सामने, इंडस्ट्रीयल एस्टेट, राजाजीनगर, बेंगलूर -560 010
Bengaluru Office: Plot A-1, Opp. KSSIDC A. O. Building, Industrial Estate, Rajajinagar, Bengaluru - 560 010.
दूरभाष : Tel: (का.) (O) 080-22642200, फैक्स Fax : 080 - 23505501
दिल्ली कार्यालय : कोर-8, 7^म मंजिल, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली- 110003 दूरभाष: 011-24306400, फैक्स: 011-24361744
Delhi Office : Core-8, 7th Floor SCOPE Complex, Lodhi Road, New Delhi - 110003. Tel.: 011-24306400, Fax: 011-24361744
मुंबई कार्यालय : मेकर टॉवर 'ई' विंग 15वां तल, कफ परेड, मुंबई - 400 005. दूरभाष: 022-22173000, फैक्स: 22173233
Mumbai Office : Maker Tower, 'E' Wing, 15th Floor, Cuffe Parade, Mumbai-400 005. Tel.: 022-22173000, Fax : 22173233



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS
AT
MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

TENDER NO. 3200000857

SPECIAL CONDITIONS OF CONTRACT (SCC)

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SPECIAL CONDITIONS OF CONTRACT

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- 75.0 CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES
- 76.0 SUB-CONTRACTING
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SPECIAL CONDITIONS OF CONTRACT – PART 1

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 of 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. The Engineer-in-charge for this project will be Senior Manager (Marketing Projects) and Bill certification Authority will be GM (Marketing Projects).
- 1.7. 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) Scope of Jobs/works /Particular Specification.
 - vi) Drawings.
 - vii) Technical/ Material Specifications.
 - viii) Special Conditions of Contract.
 - ix) Special Instructions to Bidders
 - x) General Conditions of Contract
 - xi) Standard Specifications.

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- xii) Indian Standards.
- xiii) Other applicable Standards.

1.8. 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 LIABILITY CLAUSE

It is expressly understood and agreed by and between Bidder and M/s Mangalore Refinery and Petrochemicals Limited (A Subsidiary of ONGC) that M/s Mangalore Refinery and Petrochemicals Limited is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder.

It is expressly understood and agreed that M/s Mangalore Refinery and Petrochemicals Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder expressly agrees, acknowledges and understands that M/s Mangalore Refinery and Petrochemicals Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counterclaims against the Government of India arising out of this contract and covenants not to sue Government of India as to any manner, claim, cause of action or thing whatsoever, arising of or under this agreement

3.0 LABOUR LICENSE/ LABOUR LAWS AND REGULATIONS

3.1 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. The labour license for the appropriate labour shall be valid for the total contractual period including extended period, if any.

3.2 **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 20.0** of this SCC COMMERCIAL.
- 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 BOCW Act 1996 and the Rules/Scheme thereunder shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish

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the code number allotted by the RPFC Authority and from BOCW welfare Board, 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 v above or in obtaining the code number under Clause vii 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.

4.0 MANPOWER EMPLOYED BY TENDERER:

- i. The successful tenderer 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 tenderer and that MRPL shall not be responsible in any manner directly or indirectly for such employment or expenses so incurred by successful tenderer thereof. Successful tenderer 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

5.0 LABOUR RELATIONS :

- i. In case of labour unrest/labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the contractor and he shall remove/resolve the same satisfactorily at his cost and risk.
- ii. 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 also possess the necessary license etc., if required under any law, rules and regulations.

6.0 PAYMENT TO CONTRACT WORKMEN:

- i. 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 7th 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.
- ii. 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.

7.0 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER:

In all contracts involving deployment of contractor's manpower within MRPL Refinery premises like Plants and Offices etc. the contractor shall submit the following documents to MRPL prior to start of work:

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- 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.

8.0 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.

9.0 PROVIDENT FUND

- 9.1 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).
- 9.2 In case the Provident Fund Authority's receipted challan referred to above is not furnished, OWNER 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

10.0 OBSERVATION OF FORMALITIES RELATING TO PF, ESI, REGISTRATIONS :

- 10.1 It should be confirmed by the successful tenderer that his/their organisation is already registered with the Provident Fund Commissioner and the details may please he furnished to us for MRPL'S records and the reference. MRPL will reserve its right to inspect the records pertaining to Provident Fund rules.
- 10.2 PF / ESI Code: The Tenderer shall indicate his / their PF Code / ESI Number in their tender.
- 10.3 Income Tax: The Tenderer 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.

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11.0 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

Note: Please refer details of the Minimum wages as mentioned in the SCC/Scope of Work (as applicable).

The following to be complied:

- 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.
- PF/ESI remittance to be ensured on MRPL Special Allowance.
- Rates of MRPL special allowance shall be Rs 34, Rs 50, Rs 70 & Rs 90 for Unskilled, Semi-Skilled, Skilled & Highly Skilled Category respectively.
- Gratuity to be paid as per the statutory norms based on the government directives.
- Number of closed Holidays shall be 10 days per year.
- Extended working hours shall be compensated suitably as per statutory provisions.
- 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).**
- Statutory provisions if in contradiction will prevail over any Special conditions of the Contract.
- 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.
- For ensuring compliance to the above, suitable number of welfare officers to be placed by contractors with respect to all statutory provisions.
- Uniform/ Boiler suit-2 sets per year, Helmet, Shoes, Raincoat to be provided to the workforce and proof to be submitted

12.0 EMPLOYMENT OF LOCAL LABOUR

12.1 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 employed.

12.2 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.

13.0 INSURANCE:

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.

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 until 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.

7) 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).

14.0 PRICE, TAXES AND DUTIES

14.1 INDIAN TAXES / DUTIES

MRPL is having Refinery located in Domestic Tariff Area (DTA) 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.

This work is for MRPL Refinery Complex located in Domestic Tariff Area (DTA) and hence all material in, out and invoicing shall be governed by the applicable rules and regulations of Domestic Tariff Area (DTA). GST is applicable for this work.

14.1.1.0 Goods and Services Tax (GST) FOR Supply of Goods/Services to MRPL Domestic Tariff area (DTA) Unit (Non-SEZ).

14.1.1.1 The quoted price shall be inclusive of all taxes / duties / cess / levies / fees / charges etc. except "Goods and Services Tax" (hereinafter called GST, i.e. IGST or CGST and SGST/UTGST) as levied with respect to vendor/supplier/contractors' scope of work / scope of supply, till the completion of the work / supply and shall be borne and paid by the Vendor/Supplier/Contractor.

14.1.1.2 The quoted price shall be deemed to be inclusive of all taxes / duties / cess / levies / fees / charges etc. including GST as applicable and bidder shall only within their quoted price be liable to pay and bear any and all duties, taxes, levies, fees, cesses, charges etc. payable or liable to be payable on any goods, equipment, materials or services imported into India or procured within any local limits for incorporation in the work(s).

14.1.1.3 Applicable GST as quoted shall not be considered for evaluation to the extent of input Tax credit (as applicable) %, as MRPL will claim Input credit on the same. Balance (as applicable) % of GST shall be considered for evaluation.

14.1.1.4 Vendor/Supplier/Contractor shall issue tax invoice in accordance with GST laws so that input credit of GST paid can be availed by MRPL. All essential documents such as credit / debit notes for any reason, if any, shall be issued to MRPL as per GST laws. In case Vendor/Supplier/Contractor fails to provide the invoice / other documents in the form and manner prescribed under the GST Act read with GST Rules thereunder, MRPL shall not be liable to make payment of GST against such invoice/documents.

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- 14.1.1.5 Vendor/Supplier/Contractor shall forthwith upload the appropriate documents / details at GST common portal complying with all GST regulations including but not limited to payment of GST by Vendor/Supplier/Contractor and submit proof of payment of GST. In case of non-receipt of tax invoice or non-payment of GST by the Vendor/Supplier/Contractor, MRPL shall withhold the payment.
- 14.1.1.6 GST payable under reverse charge, if any, shall not be paid to the Vendor/Supplier/Contractor if the same has already been reimbursed / paid to the Vendor/Supplier/Contractor for any reason whatsoever, the said amount shall be deducted / recovered / adjusted from payment or any due of the Vendor/Supplier/Contractor.
- 14.1.1.7 Notwithstanding anything contained anywhere in the Purchase Order/Work Order, in the event that the input tax credit of the GST charged by the Vendor/Supplier/Contractor is denied by the tax authorities to MRPL, due to reasons attributable to Vendor/Supplier/Contractor, MRPL shall be entitled to recover such amount from the Vendor/Supplier/Contractor by way of adjustment from the next invoice or from Bank Guarantee or any manner possible. In addition to the amount of GST, MRPL shall also be entitled to recover interest and/or penalty, as the case may be, imposed by the tax authorities on MRPL.
- 14.1.1.8 TDS under GST, if applicable, shall be deducted from Vendor/Supplier/Contractors' bill/Tax Invoice/Debit Note at applicable rate in force under GST law and a certificate as per prescribed Rules under GST laws for tax the deducted shall be provided to the Vendor/Supplier/Contractor.
- 14.1.1.9 All the returns and details required to be filed under GST laws & rules shall be timely filed by the bidder with requisite details. The Bidder shall be liable for and shall pay any and all fees, cesses, taxes, duties, charges, levies etc. assessable against the bidder.
- 14.1.1.10 In addition, the Bidder shall be liable for payment of all duties, levies, taxes, cesses, charges, fees etc. assessable against the bidder or bidder's employees or their Sub Vendor/Supplier/Contractor whether corporate or personal or in respect of property.
- 14.1.1.11 MRPL reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the above requirements as per GST.
- 14.1.1.12 Payment to Vendor/Supplier/Contractor shall be net of tax deduction / tax collection at source, if any, applicable as per laws / rules from time to time.
- 14.1.1.13 Any errors of interpretation of applicability of all taxes / duties / cess / levies / fees / charges etc. by the Bidder shall be to Bidder's account and shall be deemed to have been included in the quoted price.
- 14.1.2.0 Supply of Goods/Services to MRPL Special Economic Zone (SEZ) Unit (Not Applicable)**
- 14.1.2.1 The quoted price shall be inclusive of all Taxes / duties / cess / levies / fees / charges etc. except "Goods and Services Tax" (hereinafter call GST) as levied with respect to Vendor / Supplier / Contractors' scope of work / scope of supply, till the completion of the work / supply and shall be borne and paid by the Vendor / Supplier / Contractor. The Supply of goods or services or both to MRPL SEZ Unit shall be treated as supply in the course of **inter-State trade or commerce** liable for IGST. The supply to SEZ unit is treated as **"zero rated supply"** as per the provisions of Integrated Goods and Services Tax Act, 2017, accordingly, Supplier to follow the **"Zero rated supply" procedure** prescribed from time to time and **shall not collect the same on supply to MRPL SEZ Unit.**
- 14.1.2.2 The quoted price shall be deemed to be inclusive of all taxes / duties / cess / levies / fees / charges etc. including GST as applicable and bidder shall only within their quoted price be liable to pay and bear any and all duties, taxes, levies, fees, cesses, charges etc. **payable or liable to be payable on any goods, equipment, materials or services imported into India or procured within any local limits for incorporation in the work(s).**

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- 14.1.2.3 Vendor/ Supplier/Contractor shall issue tax invoice in accordance with GST laws so that the zero rated supply requirements are complied. Vendor/Supplier/Contractor shall be required to issue tax invoice as applicable for interstate supply (i.e. IGST Tax Invoice) irrespective of the location/Place of Supply. Further the tax invoice shall be raised on MRPL SEZ Unit with clearly mentioning GST No. as provided in the WO/PO and the Invoice shall contain the Zero Rated Supply Declaration, details of Letter of Undertaking executed by the Contractor / Vendor / Supplier with GST Authority, HSN/SAC Code, rate of tax, etc. as prescribed for Zero rated Supply requirements. Contractor / Vendor / Supplier shall forthwith upload the appropriate document at GSTN portal complying with all GST regulations including but not limited to payment of GST by Contractor / Vendor / Supplier.
- 14.1.2.4 The Bidders / Suppliers / Contractors / Service Providers shall ensure proper compliance with the provisions of the IGST Act, respective State GST Acts and Rules and the CGST Act and Rules including the anti-profiteering Clause or other related clauses, payment of taxes, filing of returns, **issuance of e-way bills**/other documentary requirements for supply of goods or services or both as may be required under the said Acts and Rules made thereunder and enable MRPL SEZ Unit to comply with the requirements under the said Acts and Rules made thereunder in respect of any supply of goods or services or both under this Tender / Purchase / Work Order / Contracts.
- 14.1.2.5 In the event that the Contractor / Vendor / Supplier fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder or fails to comply with the GST Provisions / Uploading of appropriate document at GSTN Portal, MRPL reserve the right to withhold the payment and shall not be liable to make any payment for any duty & tax liability / Interest / Penalty arisen for such failure/non-compliance.
- 14.1.2.6 GST payable under reverse charge, if any, shall not be paid to the Vendor/Supplier/Contractor if the same has already been reimbursed / paid to the Vendor/Supplier/Contractor for any reason whatsoever, the said amount shall be deducted / recovered / adjusted from payment or any due of the Vendor/Supplier/Contractor.
- 14.1.2.7 Notwithstanding anything contained anywhere in the Purchase Order/Work Order, in the event that the zero rated supply benefit is denied fully or partially by the tax / SEZ authorities to MRPL SEZ Unit, due to reasons attributable to Vendor/Supplier/Contractor, MRPL shall be entitled to recover such amount from the Vendor/Supplier/Contractor by way of adjustment from the next invoice or from Bank Guarantee or any manner possible. In addition to the amount of duties & taxes, MRPL shall also be entitled to recover interest and/or penalty, as the case may be, imposed by the tax authorities on MRPL.
- 14.1.2.8 TDS under GST, if applicable, shall be deducted from Vendor/Supplier/Contractors' bill/Tax Invoice/Debit Note at applicable rate in force under GST law and a certificate as per prescribed Rules under GST laws for tax the deducted shall be provided to the Vendor/Supplier/Contractor.
- 14.1.2.9 All the returns and details required to be filed under GST laws & rules shall be timely filed by the bidder with requisite details. The Bidder shall be liable for and shall pay any and all fees, cesses, taxes, duties, charges, levies etc. assessable against the bidder.
- 14.1.2.10 In addition, the Bidder shall be liable for payment of all duties, levies, taxes, cesses, charges, fees etc. assessable against the bidder or bidder's employees or their Sub Vendor/Supplier/Contractor whether corporate or personal or in respect of property.
- 14.1.2.11 MRPL reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the above requirements as per GST.
- 14.1.2.12 Payment to Vendor/Supplier/Contractor shall be net of tax deduction / tax collection at source, if any, applicable as per laws / rules from time to time.

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- 14.1.2.13 Any errors of interpretation of applicability of all taxes / duties / cess / levies / fees / charges etc. by the Bidder shall be to Bidder's account and shall be deemed to have been included in the quoted price.
- 14.1.2.14 After placement of purchase/work order, supplier has to raise invoice as per the consignee mentioned in the purchase/work order. For MRPL SEZ unit invoice to be prepared taking into consideration under "IGST: Zero rated supply". Supplier of services/goods to SEZ unit shall furnish Letter of undertaking (LUT) in GST common portal & raise invoice without IGST with following details on the invoice:

1	Billing Address:	Mangalore Refinery and Petrochemicals Limited (MRPL) - SEZ Unit, Mangalore SEZ Unit, Permude Village, Mangaluru – 574 509
2	GSTIN of MRPL SEZ Unit:	29AAACM5132A2ZY
3	Declaration on invoice:	"Supply to SEZ Unit for Authorised Operation under Letter of Undertaking without payment of Integrated Tax"
4	LUT Details:	Mention LUT ARN No. & date
5	IGST rate:	Mention applicable IGST rate (%) but amount of Tax should be 'NIL'

- 14.1.2.15 On the arrival of the Goods/Materials procured from the Domestic Tariff Area at the Special Economic Zone gate, the Authorized Officer (A.O) of MSEZ shall examine the Goods in respect of description, quantity, marks, and other relevant particulars given in invoice, Delivery challan and packing list and also as per the examination norms laid down in respect of export goods in cases where the goods are being procured under claim of an export entitlement.
- 14.1.2.16 Supplier to ensure stamping of invoice at the SEZ entry point for supply of materials to Aromatic Complex. It is suppliers sole responsibility to dispatch the Materials along with all applicable documents as per GST/SEZ Act/Rules/ Regulations/ Guidelines which should support the examination / verification of goods by the authorities in respect of description, quantity, marks, and other relevant particulars given in invoice, Delivery challan and packing list and also as per the examination norms laid down in respect of export goods in cases where the goods are being procured under claim of an export entitlement. In case Supplier dispatches Material without applicable documents or in the event of violation of SEZ Rules/ Regulations/ Guidelines or any mismatch / documentary deficiency resulting in duty / tax liability, supplier shall be solely responsible for such violation and liable to pay the duties / taxes/ interest / penalty consequential losses if any.

14.2 STATUTORY VARIATIONS OF TAXES/DUTIES:

- 14.2.1 No variation on account of taxes / duties / cess / levies / fees / charges etc., statutory or otherwise, shall be payable by MRPL to Bidder except for GST. However, any statutory variation for GST shall be payable up to date of completion or approved extended date against documentary evidence.
- 14.2.2 Any increase in the rates of GST beyond the CDD [contractual delivery date or approved extended date] will be borne by MRPL to the extent of Input Tax Credit available to MRPL and MRPL is in a position to get/avail the Input Tax Credit from the GST authorities.
- 14.2.3 Any reduction in Taxes / duties / cess / levies / fees / charges etc. shall be passed on to MRPL.
- 14.2.4 Any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder and shall be deemed to have been included in the quoted price.

14.3 NEW TAXES AND DUTIES:

14.3.1 All new taxes / duties / cess / levies / fees / charges notified after the date of unpriced bid opening / submission of any subsequent price implication / revised prices, but within delivery or completion period / extended delivery or completion period, shall be to MRPL's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to Vendor/Supplier/Contractor, any new taxes / duties / cess / levies / fees / charges imposed after contractual time of delivery / completion, shall be to Vendor/Supplier/Contractor account.

14.4 IMPORTS AND CUSTOMS DUTIES:

14.4.1 Imports and Customs Duties applicable for Supply of Goods/Services to MRPL Domestic Tariff Area (DTA) Unit (Non-SEZ)

14.4.1.1 Import Duties, i.e., Basic Customs Duty, GST & Edu. Cess is applicable on imported materials and MRPL shall import all Goods considering Merit rate of custom duty.

14.4.1.2 Direct imported supplies by foreign suppliers: For imported materials sold & supplied directly by foreign suppliers to MRPL and consigned to MRPL DTA Unit, Import Duties, i.e., Basic Customs Duty, Custom Cess, GST, applicable in India shall be directly paid by MRPL to tax authority.

14.4.2 Import and Customs Duty applicable for supply of Goods/Services to MRPL Special Economic Zone (SEZ) Unit.

14.4.2.1 Imports into India are liable for payment of Customs Duties. For SEZ Units, Import of Goods or Services or both are exempt from taxes and duties under SEZ / GST Provisions.

14.4.2.2 Direct imported supplies by foreign suppliers: For imported materials sold & supplied directly by foreign suppliers consigned to MRPL SEZ Unit, Import Duties, i.e., Basic Customs Duty, Customs Cess, GST, applicable in India shall be to the account of MRPL SEZ Unit.

14.4.3 The vendor must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption / waiver is applicable to the products being supplied by him under any multi-lateral / bi-lateral trade agreement between India and bidder's country.

14.4.4 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 Customs Duty applicable, if any.

14.4.5 Any Customs Duty applicability on account of any change in the bi-lateral / multi-lateral agreement shall be to bidder's account.

14.4.6 Documentation to be furnished for availing the exemption / waiver of customs duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form part of shipping documents.

14.4.7 Any additional levies/duties on Imports (viz. Anti-Dumping Duty, Safeguard Duty, etc.) as notified by Govt of India from time to time shall also be considered for evaluation.

14.5 GENERAL:

14.5.1 In case GST is quoted as not applicable on freight charges, and if they are applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor/Supplier/Contractor.

14.5.2 The benefit of any Tax exemption, concessions, rebate or any other incentives available when the Vendor/Supplier/Contractor or its Sub Vendor/Supplier/Contractor are performing their obligations under the Purchase Order / Work order, shall be passed on to MRPL.

14.5.3 Recoveries, if any, by MRPL shall be with applicable GST thereon as per GST laws.

14.5.4 Any error of interpretation of applicability of taxes / duties / cess / levies / fees / charges etc. by the Vendor/Supplier/Contractor shall be to Vendor/Supplier/Contractor's account.

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- 14.5.5 The classification of goods as per GST laws should be correctly done by the Vendor/Supplier/Contractor to ensure that Input Tax Credit benefit is not lost to MRPL on account of any error/omission on the part of the Vendor/Supplier/Contractor.
- 14.5.6 Bidder to ensure that the benefit of a reduction in the tax rate or the input tax credit availed by any registered taxable person has resulted in commensurate reduction in the price of goods/services supplied by such person. Vendor/Supplier/Contractor agrees unconditionally that any benefit arising either directly or indirectly out of implementation of GST is mandatorily passed on to MRPL. Failure on the part of bidder to ensure the same shall attract the provision of Anti Profiteering as notified by the Govt of India.
- 14.5.7 Wherever GST is indicated / mentioned in the contract/tender/RFQ, it will include GST Compensation cess levied under The Goods and Services Tax (Compensation to States) Act, 2017.
- 14.6 LOADING OF TAXES/DUTIES:**
- 14.6.1 Taxes and duties will be loaded as quoted by the bidder. However, if a BIDDER states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable at the time of evaluation of Bids. Applicable IGST will be under 'Zero rated supply' for MRPL SEZ unit.
- 14.7 CHANGE IN LAW:**
- 14.7.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the MRPL subject to the production of documentary proof to the satisfaction of the MRPL to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by MRPL.
- 14.7.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the MRPL, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.
- 14.7.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the net amount of such duties, taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / input) after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of MRPL.
- 14.7.4 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input

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- services / inputs) after the contractual completion / mobilization date will be to MRPL's account.
- 14.7.5 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, MRPL will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, MRPL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 14.7.6 Notwithstanding the provision contained in clause 17.1 to 47.5 above, the MRPL shall not bear any liability in respect of:
- Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.
 - Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - Other taxes & duties including Customs Duty, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 14.7.7 In order to ascertain the net impact of the revisions / enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to MRPL
- Details of each of the input services used in relation to providing service to MRPL including estimated monthly value of input service and GST amount.
 - Details of Inputs (material/consumable) used/required for providing service to MRPL including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.
- 14.8 INVOICING UNDER GOODS AND SERVICE TAX (GST) RULES:**
- CONTRACTOR shall be required to issue tax invoice in accordance with GST and GST Rules, as applicable from time to time, so that input credit can be availed by Owner. In the event that the CONTRACTOR fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, Owner shall not be liable to make any payment on account of GST against such invoice.
 - As per Section 17 (5) c) of CGST Act, the Owner will not get Input Tax credit for Works contract services when supplied for construction of an immovable property (other than plant and machinery).
 - GST shall be paid against receipt of tax invoice. Contractor / Vendor shall forthwith upload the appropriate document at GSTN portal complying with all GST regulations including but not limited to payment of GST by contractor / vendor. In case of non-receipt of tax invoice or non-payment of GST by the CONTRACTOR, Owner shall withhold the payment of GST.
 - GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the CONTRACTOR. If the same has already been reimbursed / paid to the Contractor for any reason whatsoever, the said amount shall be deducted / recovered / adjusted from the payment due to the Contractor.
 - Further, GST payment shall be limited to the amount worked out on the total executed and certified amount (on which GST is applicable) based on the contracted rates.
 - The CONTRACTOR shall mention their registration status (Registered / Composition / Unregistered) on the bill / invoice. In case there is change in the Registration status of the CONTRACTOR during the execution of the contract the same should be advised immediately. Due to change in the Registration status. Owner will not be liable for any additional payments, whatsoever, including tax payments.

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- vii. The classification of goods/services as per GST Tariff should be correctly done by the CONTRACTOR to ensure that input tax benefit is not lost to the OWNER on account of any error on the part of the CONTRACTOR.
- viii. The CONTRACTOR shall comply with all the provisions of the GST Act /Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. To enable Owner to take Input Tax Credit. The CONTRACTOR shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OWNER due to any non-compliance / delayed compliance by the CONTRACTOR under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST) or due to non-furnishing or furnishing of incorrect or incomplete documents by the CONTRACTOR, the 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. Notwithstanding anything contained anywhere in the Agreement, Owner shall be entitled to recover such amount from the CONTRACTOR by way of adjustment from the invoice or from any other Securities like Bank Guarantees available to Owner. In addition to the amount of GST, OWNER shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on Owner.
- ix. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OWNER due to reasons attributable to Contractor/Vendor. / OWNER shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, / OWNER shall also be entitled to recover interest and/or penalty, as the case may be, imposed by the tax authorities on / OWNER.
- x. Notwithstanding anything contained anywhere in the Agreement, any cost, liability, dues, penalty, fees, interest as the case may be, to which OWNER becomes liable, at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of CONTRACTOR shall be borne by the CONTRACTOR. Such cost, liability, dues, penalty, fees, and interest as the case may be shall be paid forthwith by the CONTRACTOR and /or OWNER shall be entitled to recover such amount from the CONTRACTOR by way of adjustment from the invoice or from any other Securities like Bank Guarantees available to OWNER. Any GST as may be applicable on such recovery of amount shall also be borne by CONTRACTOR."
- xi. TDS under GST, if applicable, shall be deducted from CONTRACTOR's bill at applicable rates. A certificate for tax deducted at source by OWNER shall be provided to CONTRACTOR.
- xii. CONTRACTOR shall raise their invoice in favour of OWNER with following details:
Mangalore Refinery and Petrochemicals Limited
Kuthethoor P.O., Via Katipalla
Mangaluru– 575030.
GSTIN: 29AAACM5132A1ZZ
PAN: AAACM5132A

14.9 ROAD PERMITS / WAY BILLS:

- i. CONTRACTORs shall arrange Road Permits / Way bills etc. By themselves and comply with all applicable statutory laws.
- ii. In case statutory laws require issuance of Road Permit / Way bill etc. is to be arranged by the OWNER, OWNER will arrange to issue the same. In case any implication of the same is borne / to be borne by Owner and the same shall be adjusted against the payments due to CONTRACTORs against their bills or from any other Securities like Bank Guarantees.

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- iii. The CONTRACTOR will be under obligation for proper utilization of the same for the specific supply and in case of seizure of goods / vehicle; the CONTRACTOR will be wholly responsible for release and also pay the litigation cost of Owner. Owner also reserves the right to recover the same against the payments due to CONTRACTORS against their bills or from any other Securities like Bank Guarantees available to Owner.

14.10 INCOME TAX:

The CONTRACTOR shall be exclusively responsible and liable for all Direct Taxes, including income tax, profession tax and wealth tax, whether payable in India or in any other jurisdiction.

The CONTRACTOR shall be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the owner for discharging any of its responsibilities under such laws.

Tax shall be deducted at source by OWNER from all sums due to CONTRACTOR in accordance with the provisions of the Income Tax Act, as in force at the relevant point of time.

OWNER shall issue a Tax deduction or withholding certificate to the CONTRACTOR evidencing the Tax deducted or withheld and deposited by OWNER on payments made to the CONTRACTOR.

14.11 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 whatsoever.

14.12 OTHER CONDITIONS:

1.	GST	%age of GST Input Credit available to OWNER.	Applicable GST as quoted shall not be considered for evaluation of total cost to the extent of input Tax credit (as applicable), as MRPL will claim Input credit on the same. Balance (as applicable) of GST shall be considered for evaluation for Total cost.
2.	Custom Duty	Import shall be at merit of Custom Duty or any other concessional rate Of Custom Duty.	This project is not entitled for any concession.
3	Consignee details	Who will be Consignee of goods for Import as well as Indigenous?	Contractor
4	Bill of Entry	Bill of Entry shall be filed in whose name i.e. Client /OWNER.	Contractor
5	Road Permit	Road Permit shall be issued by Client Or PMC or Contractor.	Contractor

15.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

- a. In order to govern welfare and other working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE&CS") Act has come into force. RE&CS Act 1996 is applicable in respect of building and other Construction work. The Contractor shall strictly comply with all the provisions pertaining RE&CS Act 1996.
- b. The Contractor shall be responsible to comply with all the 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.
- c. **Building and Oher Construction Workers' 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. The proof of payment of cess to the above Authority shall be submitted to the Owner along with RA bills submitted by the Contractor failing which an equivalent amount shall be withheld from RA Bills.**

16.0 INTEGRITY PACT

Pro-forma of Integrity Pact (IP) as per FORM – M of Proposal Forms shall be returned by the bidder along with the un priced bid, duly signed on all pages by the same signatory who is authorized to sign the bid documents. Bidder's failure to submit the Integrity Pact duly signed shall result in the bid not being considered for further evaluation.

17.0 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 date 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.

18.0 ERRANT BIDDER

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).

19.0 CORRUPT AND FRAUDULENT PRACTICES

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.

OWNER requires that the CONTRACTOR 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:

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- 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 is 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.

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

The Contractor is required to execute the "Integrity Pact" if specified in the Bidding Document.

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

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 Contractor along with forfeiture of the Contract Performance Bank Guarantee furnished by the Contractor.

Further, any 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 OWNER debarring them from future business with OWNER.

20.0 INDEMNITY BOND:

Contractor shall sign an Indemnity Bond before starting the work, indemnifying the owner and the E.I.C from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty from work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible. The Indemnity Bond shall be executed only in the form as in the General Conditions of Contract.

21.0 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.

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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 frm 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 Statue.
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.

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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.

22.0 GENERAL GUIDELINES TO SUPPLIERS (AS APPLICABLE) FOR ENVIRONMENT AND ENERGY COMPATIBILITY

MRPL is an organization which is certified to ISO 14001 Environment Management System and ISO 50001 Energy Management System and looks forward to its service providers to help them maintain the system that is designed for this purpose.

All suppliers are to ensure compliance to the following while they are providing Materials to MRPL or providing services within the premises of MRPL .

- a) Ensure that the products supplied are Eco friendly (easily disposable as bio-degradable waste and the end of life or with a buy back condition), when not covered by PO specification.
- b) Products supplied should be non-polluting when in operation/service.
- c) Items supplied are to be energy efficient i.e. “Star rated”.
- d) Ensure that the packing and Packaging material used are disposal as bio-degradable waste or with buy back condition.
- e) Material Safety Data Sheets contain environment /energy related data /information on energy efficiency usage, storage, spillage and easy disposal.
- f) Specify action to be taken for spillages, if any to prevent contamination of air, land and water.
- g) Ensure that there is no threat to environment during transportation to and returns from MRPL, during delivery / while supplying materials.
- h) Material supplied should not lead to damage or harm to vegetation and greenery while usage and disposal.
- i) Supplier shall comply with all applicable regulations regarding the supplied Goods including all materials used and shall provide all information necessary by such regulation and/or requested by MRPL
- j) Supplier shall be responsible, where physically possible, to take the Goods back for the purpose of recycling them within the scope of the statutory requirements or to dispose them in an environmentally-friendly manner.
- k) Suppliers are to take action and comply with requirements when failures are intimated by MRPL and repeated failures /failure to act may lead to termination of contracts.
- l) Ensure that the noise and pollution levels of vehicles and equipment when used to deliver goods are as per regulatory norms and are subject to verification.

23.0 GENERAL GUIDELINES TO SERVICE PROVIDERS (AS APPLICABLE) FOR ENVIRONMENT AND ENERGY COMPATIBILITY

MRPL is an organization which is certified to ISO 14001 Environment Management System and ISO 50001 Energy Management System and looks forward to its service providers to help them maintain the system that is designed for this purpose.

All service providers are to ensure compliance to the following while they are providing Materials to MRPL or providing services within the premises of MRPL.

- a) Ensure that the products used while providing service are Eco friendly (easily disposable as bio-degradable waste and the end of life or with a buy back condition), when not covered by PO specification
- b) Activities of the service provider should be non-polluting either by design or through control.
- c) Equipment’s brought for providing service are energy efficient i.e. star rated
- d) Ensure that the packing and Packaging material brought are disposal as bio-degradable waste or with buy back condition.
- e) Material Safety Data Sheets are available for material brought for providing service and contain environment /energy related data / information on energy efficiency usage, storage, spillage and easy disposal.
- f) Follow action specified by MRPL to be taken for spillages, if any to prevent contamination of air, land and water.
- g) Ensure that there are no threats to environment during transportation of material to and returns from MRPL to be used for providing service to MRPL.

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- h) Material brought for usage and disposed at MRPL, should not lead to damage or harm to vegetation and greenery.
- i) Supplier shall comply with all applicable regulations regarding the materials used and shall provide all information necessary by such regulation and/or requested by MRPL
- j) Supplier shall be responsible, where physically possible; to take the Goods back for the purpose of recycling them within the scope of the statutory requirements or to dispose them in an environmentally-friendly manner, when covered by contract.
- k) Suppliers are to take action and comply with requirements when failures are intimated by MRPL and repeated failures /failure to act may lead to termination of contracts.
- l) Ensure that the noise and pollution levels of vehicles and equipment used for providing service within MRPL are as per regulatory norms and are subject to verification
- m) Segregate waste generated when providing service as per the scope of work as per MRPL norms i.e. Metal, Bio-degradable, Non-biodegradable, Solid waste and Hazardous waste,.
- n) Dispose waste generated as per MRPL norms in the appropriate waste bins provided.
- o) Prevent / minimize /control /contain pollution by control on emission of gases, spillages when providing service as per the scope of work
- p) Supplier shall be responsible, where physically possible, to take its Goods back for the purpose of recycling them within the scope of the statutory duties or to dispose of them in an environmentally-friendly manner.
- q) Follow safety precautions as per MRPL norms, when providing service as per the scope of work.
- r) Prevent wastage, excessive consumption and misuse of Electricity, steam and water.

24.0 PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT (PP-LC 2017) –

MOP&NG has notified the purchase preference(linked with local content)-PP-LC for the Procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

MRPL reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/conditions defined herewith and submitting documents required to support the same. In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) for enquiries floated year-wise (Date of Notice inviting tender) as per table given below.

Table of Local Content-Enclosure-1

Items	Local Content (%)		
	2017-18	2018-20	2020-22
Service Contracts	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (others)	30%	35%	40%

Notes

- 6. Above policy is not applicable for Domestically Manufactured Electronic Products (DMEP) and MSME as there being specific policies for products/services
- 7. The prescribed local content in above table shall be applicable on the date of Notice Inviting Tender.

A) Margin of Purchase Preference

The manufacturers/service providers having the capability of meeting/ exceeding the local content targets given above shall be eligible for 10% purchase preference under the policy. i.e where the quoted price of eligible LC manufacturers/LC service providers is within 10% of the lowest price, purchase preference may be granted at the lowest valid price bid.

B) Procedure for availing benefits under Purchase Preference (Make in India Policy)

The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy – 2012 (PPP-2012) for MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:

- i. The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e., PP-LC 2017 for PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, MRPL shall evaluate his offer considering PPP- 2012 as the default chosen option.
- ii. In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).
- iii. In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However the exemptions from furnishing Bid security (EMD) shall continue to be available to such a bidder.
- iv. In view of the above
 - a) The bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
 - b) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
 - MSE bidder (PPP-2012)
 - PP-LC complied bidder (PP-LC)

In case the bidder has not declared his status as to whether he is an MSE Bidder or PP-LC Bidder during bid submission, then he will be considered as non PP-LC compliant bidder and evaluated accordingly. No further correspondence will be made in this regard.

Examples of Purchase Preference:

Non divisible item

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (**within 10%**)

L3 bidder is MSE bidder (**within 15%**)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, Order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

Divisible item

L1 bidder is non MSE, non PL-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity/value) option for matching the L1 price shall be given to L2 bidder (PP-LC). Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidder, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

Note:

The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP-2012 is not applicable to works contracts.

- In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- In case lowest bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.

The PP-LC Policy shall be implemented in the following manner

Quantum of purchase preference for bidders qualifying under local content (for LC Bidder) meeting minimum local content, subject to accepting L1 Price and tender applicability criteria, referred to as eligible LC bidder as explained under previous sections are stated below.

A. For goods

- 1) If L-1 is LC bidder, entire quantity will be awarded to such LC bidder
- 2) If L-1 is non-LC bidder,
 - a) 50% of the quantity will be awarded to LC bidder and rest to non-LC bidder
 - b) If quantity cannot be split in the ratio of 50:50, the next higher quantity greater than 50% that is practically splittable shall be awarded to LC bidder and rest to non-LC bidder
 - c) If quantity is indivisible, 100% shall be awarded to LC bidder
 - d) If there are more than one LC bidders, 50% quantity shall be awarded to lowest LC bidder and rest to non LC bidder

B. For Services/ EPC contracts.

Normally the service / EPC contract are not splittable and therefore the eligible LC bidder shall be awarded 100% of the contract. However, in cases where the contract are splittable the LC bidder shall be awarded contract as explained under section A.2) above as in procurement of goods.

C) **CERTIFICATION OF LOCAL CONTENT**

Manufacturers of goods and/or providers of service, seeking Purchase preference under the policy, shall be obliged to certify the LC of goods, service or EPC contracts as under

At bidding stage:

The bidder shall provide the percentage local content in the bid (Unpriced Bid)

The bidder must have LC in excess of the requirement specified in table given in Enclosure-1

- The bidder shall submit an undertaking from the authorized signatory of the bidder having **the power of attorney** along with the bid stating the bidder meets the mandatory minimum local content requirement, which shall become part of the contract.
- In cases of procurement for an estimated value in excess of Rs 10 Crores, the undertaking submitted by the bidder shall be supported by a certificate from the **statutory auditor or cost auditor** of the company (in case of companies) or from a **practicing cost accountant or practicing chartered accountant** (in respect of other than companies) **giving the percentage of local content.**
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of LC is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is no required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of LC is also acceptable.

After awarding of Contract/Purchase Order

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The LC Certificate as per Table attached as per relevant Enclosures (II,III& IV) shall be submitted along with each Invoice as per following criteria

a) Where the total quoted value is less than INR 5 Crore:

In the case of procurement of goods and or services with the value less than Rs Five Crores, the local content shall be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/ Authorised representative of the company

b) Where the total quoted value is INR 5 Crore or above -The verification of the procurement of goods,

services or EPC contracts with the value Rupees Five Crore and above shall be carried out as follows

- i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

D) CALCULATION AND DETERMINATION OF LOCAL CONTENT

Bidder claiming Local Content have to calculate the LC and indicate the same in the Unpriced Bid and substantiate the calculation while submitting each invoice

1. LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being non verifiable, the value of LC of the said component shall be treated as nil.

2. Format for calculation of LC is enclosed as

- a) Enclosures II, for procurements of
 - a) Supply of goods
 - i) Supply of goods along with installation and commissioning
 - ii) Supply of goods along with installation , commissioning & AMC
 - b) Enclosure III for calculation of LC for Services
 - c) Enclosure IV for calculation of LC for EPC

3. Determination of Local Content

a) For Goods/installation & commissioning/AMC as evaluated under Enclosure II

- i. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- ii. The criteria for determination of local content cost shall be as following
 - In the case of direct component (material) based on country of Origin
 - In the case of manpower, based on INR component
 - In the case of working equipment/facility, based on the country of Origin

iii. The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each goods with the acquisition price of each goods to the acquisition price of the combination of goods

b) For services as evaluated under Enclosure III

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- D) LC of service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service
- II) The total cost of service shall be constituted of the cost spent for rendering of service covering
- Cost of component (material) which is used
 - Manpower and consultant cost, cost of working equipment/facility and
 - General service cost excluding profit, company overhead cost , taxes and duties
- III) The criteria for determination of cost of local content in the service shall be as follows
- In the case of material being used to help the provision of service, based on country of origin
 - In the case of manpower and consultant based on INR component of the services contract
 - In the case of working equipment/facility, based on the country of Origin and
 - In the case of general service cost, based on the criteria mentioned under 3.b)III above
 - Indian flag vessels in operation as on date
 -
- c) LC of EPC contracts given under Enclosure IV
- I) LC of EPC contracts shall be ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services
- II) The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services
- III) The spent cost as mentioned above(3.c.II) shall include production cost in the calculation of LC of goods as mentioned in 3.a.I and service cost in the calculation of LC of services as mentioned in clause 3.b.II
- d) Determination of LC of the working equipment/facility shall be based on the following provision. Working equipment produced in the country is valued as 100% local content and working equipment produced abroad is valued as Nil Local Content (0%)
- e) As regards cases where currency quoted by the bidder is other than INR, exchange rate prevailing on the date of Tender (NIT) shall be considered for the calculation of LC

The onus of submission of appropriately certified documents lies with the bidder and purchaser shall not have any liability to verify the contents & will not be responsible for same.

However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

E) Failure of bidder in complying with the local content post award:

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document fails to achieve the same the following actions shall be taken by the procuring company:

- a. Pre-determined penalty @ 10% of total contract value.
- b. Banning business with the supplier/contractor for a period of one year

To ensure the recovery of above pre-determined penalty, payment against dispatch/shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content, as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion Schedule Plus 3 months or as required by purchasing company.

Enclosure-II

CALCULATION OF LOCAL CONTENT – GOODS

Name of Manufacturer	Calculation by manufacturer			
	Cost per one unit of product			
Cost component	Cost (Domestic component) a	Cost (Imported component) b	Cost Total Rs/US\$ C=a+b	% Domestic component d=a/c
I. Direct material cost				
II. Direct labour Cost				
III. Factory overhead				
IV. Total production cost				

Note:

% LC Goods = $\frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$

Total Cost (IV.c)

% LC Goods = $\frac{\text{Total domestic component cost (IV.a)}}{\text{Total Cost (IV.c)}} \times 100$

Total Cost (IV.c)

Enclosure-III

CALCULATION OF LOCAL CONTENT – SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE	



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			Cost Summary				
			Domestic	Imported Rs/US\$	Total	LC	
						%	Rs/US\$
			b	c	d	e=b/d	f=d x e
A	Cost component						
	I. Material used cost	Rs US\$					
	II. Personnel & Consultant cost	Rs US\$					
	III. Other services cost	Rs US\$					
	IV. Total cost (I to IV)	Rs US\$					
B	Taxes and Duties	Rs US\$					
C	Total quoted price	Rs US\$					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. d)} - \text{Total imported component cost (A. IV. c)}}{\text{Total Cost (A. IV. d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV. b)}}{\text{Total Cost (A. IV. d)}} \times 100$$

Enclosure-IV

CALCULATION OF LOCAL CONTENT –EPC (GOODS AND SERVICE)

A.	COST COMPONENT (Rs/US\$)	Cost Summary				
		Domestic	Imported Rs/US\$	Total	LC	
					%	Rs/US\$
		b	c	d	e=b/d	f=d x e
I						

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	GOODS					
1.	Material used cost					
2.	Equipment cost					
3.	Sub Total I					
II	SERVICES					
1.	Personnel & Consultant cost					
2.	Equipment & Work Facility Cost					
3.	Construction/Fabrication Cost					
4.	Other Services Cost etc					
5.	Sub Total II					
III.	TOTAL COST GOODS + SERVICES					
B.	Non Cost Component					
C.	TOTAL QUOTED PRICE					

Note:

% LC Combination =

$$\frac{\{ \text{Total domestic component cost of goods (AI3b)} + \text{Total domestic component cost of service (AII5b)} \}}{\text{Total Cost (AIIId)}} \times 100$$

Domestically Manufactured Electronic Items (DMEP)

Ministry of Electronics and IT (MeITY) has specified the preference to local content in Domestically Manufactured Electronics Items as follows:

Electronic Items	Local Content	Purchase Preference
1. Desktop computers	45%	50%

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2. Laptop personal computers	40%	50%
3. Tablet personal computers	45%	50%
4. Dot-matrix printers	55%	50%
5. Smart cards-contact type	65%	50%
6. Smart cards-contactless type	70%	50%
7. LED products	65%	50%
8. Biometric Access control/authentication	45%	50%
9. Biometric fingerprint sensors	45%	50%
10. Biometric Iris Sensors	45%	50%
11. Servers	40%	50%

Certification of Local Content For electronics goods

It is mandatory for the bidder should submit a certificate duly certified by a practicing cost accountant/chartered account, in line with the said along with prescribed Form (enclosed) in the technical bid, mentioning the location(s) at which local value addition is made. In case of companies, the certification shall be from the statutory auditor or cost auditor for the company. In case the procurement value is <Rs 10Crores self-certification is acceptable.

The bidder claiming benefits of Purchase Preference on the above shall provide at least 2 sets of data each under the following heads.

1. Domestic Bill of Materials

- Sum of the costs of all the inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/setoff can be taken) and which have not been imported directly or through a domestic trader or a intermediary
- Ex-factory price of product minus profit after tax minus sum of imported bill of material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/setoff can be taken) minus warranty costs
- Market price minus post production freight, insurance and other handling cost minus profit after tax minus warranty cost minus sum of imported bill of material used as inputs in producing the product(including duties and taxes levied on procurement of inputs except those for which credit/setoff can be taken) minus sales and marketing expenses

2. Total Bill of Materials

- Sum of the costs of all the inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/setoff can be taken)
- Ex-factory price of product minus profit after tax, minus warranty costs
- Market price minus post production freight, insurance and other handling cost minus profit after tax minus warranty cost minus sales and marketing expenses.

The percentage domestic value addition shall be calculated as per the following formula,

$$\% \text{ Domestic Value addition} = \text{Domestic Bill of Material} / \text{Total Bill of Material}$$

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Under “notification for electronics products under public procurement order 2017” **Public procurement (Preference to Make in India)-order 2017-Notification on Cellular Mobile Phones.**

In furtherance of above order, MeITy has added cellular Mobile Phones vide notification no 33(5)/2017-IPHW dated 1/08/2018 and can be downloaded from http://dipp.nic.in/sites/default/files/Meity_dated_01082018.pdf

Public Procurement (Preference to Make in India) Order 2018 for Cyber Security Products

MeITy has issued notification viz File No 1 (10)/2017-CLSES dated 2/7/2018 to give purchase preference to domestically manufactured /produced Cyber Security Products as per the above Order.

The definition of cyber security product, local supplier of domestically manufactured Cyber Security Products, exclusions, Verifications etc are available under <http://meity.gov.in/cyber-security>

The local supplier at the time of bidding shall provide self-certification that the item offered meets the definition of local supplier of domestically manufactured/ produced Cyber Security Products.

Certification authority for estimated values beyond Rs 10 Crores shall be statutory auditor or cost auditor of the company (in case of companies).

In case of false declarations, provisions under clause-24-Instructions to Bidders of Section-1 of Tender Document will apply. Complaints received against claims of a bidder regarding supply of domestically manufactured Cyber Security Product shall be referred to STQC under MeITy.

For certification of local content in electronic goods shall be as per the circular F.No.33(1)/2017-IPHW issued by Government of India Ministry of Electronics and Information Technology dated 14th September 2017, which may be downloaded from <http://meity.gov.in/esdm/ppo>

Purchase Preference in case where Negotiation is also required:

In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out MSE and/or LC-complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

Note:

Relevant policy guidelines issued including modifications made from time by the concerned Ministry in respect to Purchase Preference to Make in India, shall be applicable.

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UNDERTAKING (To be submitted on Company's Letterhead)

(Where the total quoted value is less than INR 5 Crore)

I _____, Son/ Daughter of _____, do solemnly affirm and state as under:

1. That I am the _____ <<Designation of the authorized signatory>>of _____ and I am duly authorized to furnish this undertaking declaration on behalf of _____.
2. That _____ has submitted its bid no _____ dated _____ against bidding document no _____ dated _____ for _____ item / works for _____.
3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) 2017 (PP-LC) Policy, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum local content target as per of PP-LC Policy.
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Note : This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.



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UNDERTAKING (To be submitted on Company's Letterhead)

(Where the total quoted value is INR 5 Crore or above)

Certification by the bidder

I _____, Son/ Daughter of _____, do solemnly affirm and state as under:

1. I am the _____ <<Designation of the authorized signatory>>of _____ and I am duly authorized to furnish this undertaking declaration on behalf of _____.
2. That _____ has submitted its bid no _____ dated _____ against bidding document no _____ dated _____ for _____ item / works for _____.
3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) 2017 (PP-LC) Policy, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum local content target as per of PP-LC Policy and the break-up of the same is provided in the Priced bid.
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Certification by the statutory auditor / Chartered Accountant of the bidder

We, _____, a CA firm having our registered office address _____ and certificate number _____ certify that we are statutory auditor of the Company M/s _____, having its registered office at _____.

OR

We, _____, a CA firm having our registered office address _____ and certificate number _____ certify that statutory auditor is not mandatory for the company M/s _____, having its registered office at _____ as per prevailing law and we are practicing Chartered Accountant, not being an employee / Director and not having any interest in the company.

We have understood the provisions of Purchase Preference (Linked With Local Content) 2017 (PP-LC) Policy, enclosed in the above bidding document.

We hereby certify that offer is achieving the minimum local content target as per of PP-LC Policy.

(Statutory auditor / Chartered Accountant of the bidder)

Note : This undertaking shall be certified by:



**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.

ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.

iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

LIST OF ITEMS / SERVICES TO BE PROCURED FROM INDIAN MANUFACTURERS/SERVICE

The list of items to be procured from Indian manufacturer /services are as follows:

- 1
- 2
- 3
- 4

ANNEXURE-1

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than or equal to 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
3. **Scope**
- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. **Procurement**

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.
- 5. Purchase Preference- Linked with Local Content (LC)**
- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7 The procedure for award under the policy is at **Enclosure-I**.

6. Determination of LC

6.1 LC of goods

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
- in the case of direct component (material), based on country of origin;
 - in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
- cost of component (material) which is used;
 - manpower and consultant cost; cost of working equipment/ facility; and
 - general service cost.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

6.3 LC of the EPC Contracts:

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

7 Certification and Verification

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
 - In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
 - However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.
-

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of the bidder, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

8 Governance and Supervision

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,
a) Reduce the minimum local content below the prescribed level; or
b) Reduce the margin of purchase preference below 20%; or
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.
-

Enclosure-I

PROCEDURE FOR AWARD OF CONTRACTS

Procedure for award of contracts under this policy shall be as follows:

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

File No.:FP-20013/2/2017-FP-PNG-Part(1) (E-36682)

Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

Shastri Bhawan, New Delhi
Date 11th July, 2023

To,

1. Chairman, IOCL
2. CMD, ONGC/ OIL/ BPCL/GAIL/ HPCL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/ NRL/ CPCL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IPE
10. Secretary, PNGRB
11. CEO & MD, ISPR

Subject: Public Procurement (Preference to Make in India) Order, 2017: notifying revised Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contracts/projects- reg.

Reference: MoPNG letter no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022.

Sir/ Madam,

I am directed to refer to this Ministry's above mentioned letter and to say that in order to increase competition and to incentivize progressive increase in Minimum Local Content in high value oil and gas LSTK/EPC contracts/projects, it has been decided under para 14 of the Public Procurement (Preference to Make in India) Order, 2017, to revise Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for such contacts/projects on progressive basis with predictable trajectory.

2. The Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contracts/projects shall be as under:

Estimated cost		2023-24	2024-26	2026 onwards
Between USD 25 Million to USD 50 Millions	MLC	50%	50%	50%
	PP	10%		
Between USD 50 Millions to USD 100 Millions	MLC	30%	50%	50%
	PP	10%		

Handwritten signature
11/07/23

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Estimated cost		2023-24	2024-26	2026 onwards
Between USD 100 Millions to USD 150 Millions	MLC	30%	35%	50%
	PP	10%		
More than USD 150 Millions	MLC	30%	30%	35%
	PP	10%		

3. This issues with the approval of Hon'ble Minister, P&NG.

Yours faithfully



(Kapil Kumar)

Under Secretary to the Govt. of India

Tel.:011-23383074

Copy to,

- PS to Hon'ble Minister, P&NG
- PS to Hon'ble MoS, P&NG
- PPS/PS to Secretary, P&NG
- PPS/PS to AS&FA/ AS, MoPNG
- PPS/PS to JS(E&BR)/ JS (M&OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
- Technical Director, NIC: with request to upload the letter on MoPNG website

Copy for information to,

Secretary, DPIIT

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

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above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.


(Kanwalpreet)
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

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Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

25.0 POLICY FOR PROVIDING PREFERENCE TO INDIAN MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP) –Not applicable

26.0 CONTRACT PERFORMANCE BANKGUARANTEE

The contractor shall within 30 days of receipt of Acceptance of Tender issued by OWNER, deposit Security Deposit as stipulated in clause 2.1.0.0 of GCC part of the tender document. However the following paragraphs are appended to the security deposit clause 2.1.1.1 (c) of GCC:



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The irrevocable Bank Guarantee (BG) in the prescribed format if submitted against PBG/SD shall be subject to verification from the issuing Bank, the email ID of bank for the same must be incorporated in the BG.

The BG issued by the issuing Bank on behalf of Bidder/Contractor/Supplier in favour of “Mangalore Refinery and Petrochemicals Limited” shall be in paper form and also be made available under the “Structured Financial Messaging System” (SFMS).

A separate advice of the BG will invariably be sent by the issuing bank to the beneficiary’s Bank through SFMS and SFMS transmission message reference number (currently 32digits code) is to be sent along with BG directly to MRPL through speed post/regd. Post.

The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary: Mangalore Refinery and Petrochemicals Limited

Beneficiary Bank, Branch and address: Union Bank of India (Erstwhile Corporation Bank), MRPL Project Site, Kuthethoor Post Mangalore 575030, Karnataka

IFSC code: UBIN0905925

SWIFT Code: UBININBBMAP

MICR Code: 575026018

Any bank guarantee submitted in physical mode which cannot be verifiable through SFMS will not be accepted under any circumstances.

SPECIAL CONDITIONS OF CONTRACT – PART 2

27.0 LOCATION AND ACCESS OF SITE.

Proposed Location: MRPL Marketing Terminal at Devangonithi, Bangalore.

28.0 WATER , POWER AND OTHER FACILITIES

28.1 WATER

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.

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.

28.2 POWER

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

Construction Power shall not be provided by OWNER.

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.

Subject to availability, construction power shall be provided by OWNER on chargeable basis 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 prevailing rate (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.

29.0 LAND FOR SITE OFFICE AND RESIDENTIAL ACCOMMODATION

CONTRACTOR shall be responsible for making all arrangements for Fabrication yard, Site office and residential accommodation at his own cost. Any statutory requirements/ documentation etc. to this effect shall also be met by the CONTRACTOR.

30.0 TEMPORARY WORKS

30.1 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

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included the cost of such works, which shall be removed by the CONTRACTOR at his cost, immediately after completion of his work.

31.0 TIME SCHEDULE

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

31.2 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.

32.0 SCOPE OF WORK: REFER VOLUME II OF II- TECHNICAL SECTION

31.1 SCOPE OF CONTRACTOR:-REFER VOLUME II OF II- TECHNICAL SECTION

The Scope of work while being detailed is not intended to define each and every individual piece of construction and modification work but provide an overview to the Construction contractor of the scope of work and the main components. This document shall be read in conjunction with the specifications, drawings and other documents included in the bidding document.

31.2 The successful bidder i.e. the Construction contractor shall carry out the execution of complete scope of work as per tender document as single point responsibility, He will submit his price bid against this tender. Schedule of Quantities (SOQs) included in this tender document are for the information of bidder for submitting his bid against the tender.

The broad Scope of Works shall include the following:

- a) ~~Project Management and Project Planning~~
- b) Conduct detailed survey of each equipment identified for modification in documents and drawings and prepare a detailed work plan separately for each & every equipment foundation and structural work
- c) Mobilization of Construction team – supervisory, skilled and un-skilled man power and share mobilization plan of key personnel based on the detailed surveys
- d) Mobilization of construction machinery / construction equipments and share deployment plan based on the detailed surveys.
- e) Identify scaffolding requirement based on detailed site survey conducted for removal of dismantled material, equipment off-line for modification etc.
- f) ~~Identify the requirement of deck extension(s) as envisaged to carryout dismantling and removal of existing material, modification / fabrication work locally as required.~~
- g) Contractor shall provide necessary barricading of the area of fabrication, construction, and erection for protection and safe installation of facilities complying with HSE requirements of MRPL.
- h) Safety permits clearance from the MRPL and to meet all the statutory requirement and guide lines of MRPL to obtain the safety and work permit for executing the job. All safety requirements including safety barricading of the area as per the requirement of MRPL. HSE team for carrying out the work permit condition shall be provided by the contractor. Obtaining permits / permission from site in-charge MRPL for necessary construction, erection and hot work as applicable.
- i) ~~Contractor shall submit P6 schedule for the project as a part of his Planning package within 15 days of award of the project.~~
- j) Contractor shall ensure the progress of work in progress and completed work shall obtain certification / approval from MRPL for the purpose of progress reporting and invoicing.

31.3—Construction Power, Water & Construction Machinery / Equipment:

The contractor has to make his own arrangement for construction power however, the power if available, shall be made available to the Contractor from the available nearest sub-station on a chargeable basis at the applicable rates. Installation of required calibrated metering equipment, cables, panel etc. to draw power supply from the substation is in scope of contractor.

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If the contractor is making his own arrangement of Power supply through DG Sets, then all safety regulations shall be followed as per Electricity Acts till its latest amendments including CPCB requirements. Contractor shall obtain statutory approvals for DG Sets.

Construction water shall not be provided by OWNER. Contractor to make all the arrangements for Construction water as required for this work at their sole cost and expense including all required statutory approvals required for access of the same.

Contractor shall deploy adequate lifting & material handling equipment, cranes and tools and tackles at site and augment the same depending on exigencies of work to suit the project schedule. Please note that no equipment will be supplied by MRPL.

~~31.4 Project Planning, Scheduling, Monitoring and Control System:~~

~~Contractor has to submit software based planning package to EPCM/MRPL in this regard.~~

~~31.5 Contractor shall ensure implementation of environmental mitigation measures as per the specifications listed in the contract document as furnished below during the preconstruction and construction period.~~

- ~~•Protection of vegetation~~
- ~~•Run off and erosion control.~~
- ~~•Dust control.~~
- ~~•Air quality control.~~
- ~~•Noise abatement measures.~~
- ~~•Aesthetic enhancement.~~
- ~~•Disposal of construction waste.~~
- ~~•Historical and archaeological protection.~~

~~31.5 Contractor shall provide early warning to the EPCM/MRPL about the bottlenecks / hindrance if encountered during execution and suggesting corrective measure to be undertaken by the client.~~

~~31.6 Videos and photographs shall be taken during various construction activities for the review by the EPCM/MRPL and maintain documentation of all the activities of the project. Contractor shall prepare completion reports in compliance with contract documents and obtain approval of the client.~~

~~31.7 Contractor shall submit As built document and drawings, within two months of mechanical completion, based on the approved 'Red Mark up' prepared by him to reflect the site changes etc.~~

31.8 Contractor shall ensure and take all the required precautions so that there is no damage to any nearby existing facility whether owned by the Company or a third party.

~~31.9 Contractor shall be responsible for obtaining necessary approvals / permissions from various regulatory / state / central govt. authorities, municipality gram panchayat related to execution of works under the scope of work. Company's responsibility shall be limited to providing any recommendatory letters.~~

31.10 The contractor shall follow the safety procedures and norms during the execution of the works within the plant area and comply with all safety regulations as specified by the EPCM and as mentioned in the attached HSE plan, accepted industry safety practices and in addition, all statutory/ central/ state government regulations as appropriate for this work.

31.11 Contractor to ensure for adherence of Health, Safety & Environment related issues. Contractor to ensure that safety officer is deployed as per site requirement.

~~i. Contractor to submit safety procedures in accordance with applicable codes, regulations and Company requirements.~~

ii Contractor to ensure that necessary precautions are taken to protect construction work and materials from damage by climate and site activities.

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iii Contractor to ensure that necessary precautions are taken to protect existing plant & machinery from any possible damage due to construction activity. If necessary area isolation / barricading are to be provided by contractor.

~~iv. Contractor to obtains necessary approvals and work permits for the construction activities as per requirement.~~

v. Construction work including supply of labour, equipment, consumables, temporary facilities and materials and various supporting Works. Construction waste management should comply with MRPL's Procedures and regulations.

~~31.12 SPECIFIC WARNING SIGNS AND OPERATING INSTRUCTIONS~~

~~The Contractor is required to install special notices in English, Hindi and Local Language and signage on the entire facility and on vessels and equipment as noted below:—~~

~~a. Necessary safety precautions at strategic locations.~~

~~b. 'NO SMOKING' signs at / near strategic locations viz. building module, wells etc.~~

31.13 REMOVAL OF WASTE

It shall be Contractor's responsibility to remove & dispose all Construction Equipment, sludge, dismantled equipment / pipes / valves etc. and waste materials from site on completion of the Works and reinstate the site / facilities complying with MRPL's procedures and regulations.

31.14 TEMPORARY FACILITIES

The temporary facilities under the Contractor's scope shall include, but not limited to the following:

- a. Security gate and gate house for his site facilities
- b. Security fences
- c. Material lay-down area
- d. Storage & Ware House for Free Issue Material and bulk material /items
- e. Ware house facilities for various construction items
- f. Contractor's site offices with meeting room area
- g. Workshop facilities
- h. Fabrication areas including shot blasting and painting areas
- i. Maintenance facilities
- j. Construction water receipt, storage and distribution
- k. Temporary drainage systems including that for heavy rains in monsoon
- l. Labourer camps outside MRPL premises
- m. Required any other facilities for construction labourers outside MRPL premises
- n. Laboratory for field testing of civil/structural items

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- o. Construction of barricading during construction period and removal of the same after construction is over.
- p. Provision like covered shed to work in Monsoon

Contractor scope of work also includes SELF ARRANGEMENT of temporary power supply, water and other utilities required for fabrication, construction, office facilities etc. during execution till completion of contract as defined in specification and drawings.

~~Any other work not specifically mentioned above but required to complete the work in all respects as per tender specifications drawings and instruction of Engineer in charge and also to result in an fully operable and maintainable plant.~~

The scope of work as described above shall be supplementary to the scope of work mentioned under various parts of bidding document.

31.15 OWNER'S INSTRUCTION

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the direction of and to the satisfaction of the Owner.

The Contractor shall follow Owner's Instructions" in regard to:

- The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore.
- The removal and/or re-execution of any works executed by the Contractor.
- The dismissal from the works of any persons employed thereupon.
- The opening up of inspection of any work covered up.
- The amending and making good of any defects.

31.15.1 Definition of Completion and Acceptance

Completion is the condition achieved when:

- a. The facility has been erected in accordance with relevant drawings, documents, specifications, instructions and applicable codes and regulations, safety standards.
- b. Ensure Liquidation of all punch lists provided by the MRPL.
- c. The work detailed in scope of contract is completed.
- d. All the deficiencies that could prevent safe and orderly commissioning activities have been rectified.
- e. ~~All electrical activities are completed.~~

31.15.2 Work Program

Contractor with immediate effect from the date of Contract shall furnish site organogram & Mobilisation Plan for all the Execution Centres including a detailed Work Program showing how contractor shall perform the Work in accordance with the Time Schedule of Work (incorporating but not limited to all Milestones and Milestone Tasks in order to complete the work within the specified time). The project schedule shall be drawn in such a manner that it meets the requirement of MRPL. The project shall be monitored based on a schedule date of completion.

MRPL and CONTRACTOR shall there after settle such work program and such settled program signed on behalf of the MRPL and CONTRACTOR shall constitute "Time Schedule of Work" or "Schedule of Work" for the purpose of the Contract. To complete the job as per schedule contractor shall mobilize additional manpower based on the actual requirement at contractor cost.

31.15.3 SCOPE OF SUPPLY: REFER Volume II of II – TECHNICAL SECTION

The scope of supply is as mentioned in Schedule of Rates, etc., of Bidding Document. All materials, equipment's, 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.

32 SPECIAL NOTES

- a. The prices quoted in the tender shall include all charges for cleaning of site before commencement as well as after completion, water, electric consumption, scaffolding, centering, staging, planking, timbering, and pumping out water including fencing, plant and equipment storage sheds, watching and lighting by night as well as day, temporary plumbing and electric supply, and the contractor shall as occasion shall require or when ordered to do so, reinstate and make good, all matters and things disturbed during the execution of the work, to the satisfaction of the OWNER. The rate quoted shall be deemed to be for the finished work to be measured at site.
- b. The successful bidder shall make his own arrangement to obtain all materials required for the work as stated in the technical specification.
- c. If the contract work or any portion thereof at any time before the expiry of defect liability period be found defective or fails to fulfill the requirements, OWNER shall give Contractor notice in writing setting forth particulars of such defects or failure and contractor shall forthwith make good such defects or replace or alter to make it comply with the requirements. Any materials, equipment's, etc. brought to site and found to be not in accordance with the specification shall be rejected and the Contractor shall remove the materials from the site within the time specified by OWNER. The contractor shall not be entitled for any extension of time or extra cost for rejection.
- d. The contractor shall strictly follow the safety code and also the instructions issued by the Safety department from time to time. Before starting the work, the contractor shall meet the EIC Safety Engineer and get himself familiar with the safety measures to be taken during execution of the job. The contractor shall be personally responsible for the safety of his workmen and shall be liable for prosecution in case of any accident.
- e. ~~All statutory approvals required from Factory Inspectorate, PESO, PCB, Electrical Inspectorate including permanent power supply, road cutting, forest clearance, panchayat /municipality clearance, clearances from district administration etc. shall be obtained by the CONTRACTOR. Owner may provide necessary signed papers as required for such clearance. The statutory fees as applicable shall be borne by the CONTRACTOR. The CONTRACTOR shall arrange for the inspection of the works by the authorities and will undertake necessary coordination and liaison as required and shall not be entitled to any extension of time for any delay in obtaining such approvals.~~
- f. The Contractor shall provide and maintain proper temporary sheds of adequate capacity for storage of all materials, free issue items and his own store in good and water tight conditions at site. Any damage / loss of materials in the Contractor's custody will be to his account and will be recovered from his running bills.

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- g. The quoted price shall be inclusive of any temporary approach, dewatering arrangement and any other items as required for execution of the work. Contractor shall take adequate precautions to avoid blocking of nearby natural drains.
- h. Contractor shall follow safe work practice considering the Underground Hydrocarbon pipelines that are passing at the vicinity of the work site (appr 50 mtr). It is expected that other agencies may also work simultaneously close to the work site and bidder to coordinate with other agencies so as complete the work within the schedule.
- i. Price variation clause is not applicable for this tender.
- j. 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 Refinery.
- k. The Contractor shall submit Security Deposit (SD)/Performance Bank Guarantee(PBG) as per GCC clause 2.1.0.0

33

MISCELLANEOUS

- a. Contractor shall be responsible for the safety and health of all his employees.
- b. The contractor shall abide by all safety regulations of the plant/ work environment/ worksite and ensure safety as stipulated in Factories Act safety, HSE specification, OISD and other requirements followed in totality by MRPL.
- c. Contractor shall ensure strictly all Safety Precautions to be taken in an Operating Refinery. “Special safety precautions to be taken by the contractors working in operating refinery” is to be taken from Engineer-in-charge.
- d. Suitable action shall be taken on violation of safety rules/prohibited activities/malpractices as per MRPL code of conduct.
- e. Contractor shall ensure that all workmen entering refinery premises are provided with valid photo gate passes and to be produced on demand by each workman.
- f. The Contractor shall submit the Bio-data of all the employees including the Supervisor to the Engineer-in-charge before taking up the job. Only those employees who’s Bio-data are approved shall be allowed to work inside the Refinery Complex. 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.

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- g. The Contractor shall make his own transport arrangements/stay and food for their personnel during normal duties as well as extended duties and no company transport shall be provided to the Contractor.
- h. The Contractor shall make himself fully conversant with the locations and the type of job to be carried out.
- i. Housekeeping of the workplace shall be done strictly by the Contractor on daily basis or as required by the Engineer-in-charge. Contractor to collect all debris/ scrap and dump at designated Scrap Yard within the Refinery.
- j. The Contractor shall prepare plan for executions of jobs and get the same approved by the Engineer-in-charge. The Contractor shall submit progress report at specified intervals and shall be responsible to ensure the specified progress.
- k. The Contractor shall ensure that day's work planned by MRPL Engineer-in-charge is completed on the same day. In case of backlog, the Contractor to increase the manpower or equipment resources to ensure timely completion of the job.
- l. Blasting will not be permitted inside the unit working area.
- m. The Contractor shall ensure good workman-ship in all the jobs carried out. Any defects found in the completed jobs shall be rectified by the Contractor free of charge to the satisfaction of the Engineer-in-charge.
- n. If at any stage of the work, the progress of the Job is found unsatisfactory, MRPL reserves the right to carry out the remaining portion of the Job by hiring the services of the other agencies and charge the cost of such services to Contractor's account. In case of any disputes MRPL's decision will be final & binding.
- o. The work to be carried out in a manner so as not to cause damage to the surroundings. Damage if caused during carrying out the Job has to be made good by the Contractor at no extra cost to MRPL.
- p. No Extra Bill or Claim for extra work or supply of material will be entertained unless undertaking of such extra work/supply of material has been authorized by MRPL in writing.
- q. MRPL reserves the right to terminate the Contract without assigning any reason at any time during the validity of the Contract period.
- r. Monthly RA Bills shall be submitted to Accounts Dept. on any working day duly certified by the Engineer-in-charge after completion of work.
- s. MRPL reserves the right to award the job in full or in any combination of the items as felt convenient.
- t. Contractor to perform / arrange resources to execute the assigned Mechanical & Piping jobs other than BOQ items depending on the work requirement within the stipulated time frame as per the directions of EIC.

34.0 SITE CLEANING

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- 34.1 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.
- 34.2 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.
- 34.3 The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 34.4 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.
- 34.5 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.

35 MEASUREMENT OF WORKS: REFER VOLUME II OF II- TECHNICAL SECTION

~~35.1 For all payment purposes, measurement shall be as set out in ANNEXURE- II to SCC.~~

36 TERMS OF PAYMENTS

36.1 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.

37 ROUNDING OFF

37.1 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 then 50 (fifty) paise, the same shall be ignored.

38 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

- a. In order to govern welfare and working conditions of laborers 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.
- b. 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.
- c. 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. The proof of

payment of the Cess to the Welfare Board must be submitted to MRPL along with RA Bills of the Contractor failing which an equivalent amount shall be withheld from the RA Bills.

39.0 Steel Price VARIATION FOR SUPPLY OF STEEL: NOT APPLICABLE

40.0 CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK

The Labourers of Contractor must leave the location of the refinery/township/project site after the work is tapered off/completed.

41.0 FUEL REQUIREMENT OF WORKERS

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.

42.0 TRANSPORTATION :

Contractor shall be responsible to arrange transportation (to and fro) to MRPL for his workforce at his own cost.

43.0 PUTTING UP OF BUILDINGS ON PROJECT SITE (If applicable) :

The contractor shall put up temporary structures as required by him for his office fabrication shop and stores only on the area allocated to him on the Project Site. No tea stalls/canteens should be put up or allowed to be put up by contractor in plant area without written permission of the owner.

No Person other than authorised watchman shall be allowed to stay in the plant area after completion of the day's work without prior written permission of the Engineer-in-charge.

44.0 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS

As such, CONTRACTOR is required to abide by safety and security regulations of OWNER enforced from time to time.

44.1 ENTRY PASSES

The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed proforma available with OWNER, for entry into MRPL Refinery premises. 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.

Unutilized/ Expired entry passes shall have to be submitted immediately to OWNER.

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.

Identity card issued by the Security Section should always be carried/ displayed by the CONTRACTOR's employee or person while working inside the Plant.

44.2 **GATE PASSES**

To bring materials/ equipments/ tools/ tackles etc. inside the plant for construction work, the CONTRACTOR has to produce challans/ proper documents to 's personnel at gate. The materials shall be checked thoroughly by OWNER'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 authorised representative with stamp challans/ supporting documents signed by company's personnel at gate during entry.

44.3 **WORK PERMIT**

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/ trailor, chipping/ breaking of rocks/concrete, hacksaw cutting and drilling, etc.

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.

According to nature of work and use of various types of equipment's& 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 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 permits shall be issued at one point contact by OWNER.

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.

CONTRACTOR shall arrange for Cable tracker and Pipe Tracker for locating UG facilities, wherever required.

44.4 **VEHICLE PERMIT**

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.

44.5 **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 incharge/ 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.

44.6

SAFETY REGULATIONS

Regarding work Permit

- i) The work shall be carried out inside the plant as per safety practices enforced by OWNER'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.

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.

Regarding use of Vehicle

- i) Vehicle must not ply on any road within the MRPL 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.

45.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 45.1 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.

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- 45.2 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.
- 45.3 The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.
- 45.4 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.
- 45.5 The Contractor shall also adhere to the requirements of OWNER specifications on Safety, enclosed as **Annexure- VIII** to this SCC.
- 46.0 SAFETY NORMS**
- 46.1 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:
- 46.2 Violation of applicable safety, health and environment related norm, a price reduction of Rs.5000/- per occasion.
- 46.3 Violation as above resulting in:
- Any physical injury – a price reduction of 0.5% of the work order value (maximum of Rs.2,00,000) per injury in addition to Rs.5000/-.
 - Fatal accident – a price reduction of 1% of the work order value (maximum of Rs.10,00,000) per fatality in addition to Rs.5000/-.
- 46.4 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.
- 46.5 Safety is to be given prime importance. During construction Contractor shall strictly follow the safety procedures, precautions, norms laid down by MRPL. 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.
- 46.6 Contractors are required to meet all safety requirement of MRPL and work shall be carried out with working permit system of MRPL
- 46.7 Contractors shall provide Personal Protective Equipment like Safety Helmets as per IS2925, Safety shoes as per IS15298, Safety Belts as per IS3521 or EN361, Fullbody Harness as per IS3521 or EN361, Hand Gloves etc. for safe job execution. Rainy shoes, Raincoats shall be mobilized by Contractor for their work force to carry out the jobs during rainy seasons. Relevant documentary evidence like MRPL materials entry gatepass for above items shall be submitted to EIC.

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46.8 Scaffolding as per CPWD specification, as required for the proper execution of the work shall be erected. Jhoola or ladder shall not be permitted. Any height work will be carried out by using scaffolding with MS jali platform with certification of owner.

47.0 ADDITIONAL CLAUSES FOR CONTRACTOR:

Usage of hydra at construction site for lifting and shifting of materials is prohibited.

48.0 STATUTORY APPROVALS

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 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) may be provided for, subject to submission of receipt.

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.

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.

All tests clearances and certificates required by the State Government authorities for energizing / 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.

~~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.~~

49.0 RENTS & ROYALTIES

49.1 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. Contractor has to submit the challan paid for all the relevant materials explained above. Failing which equivalent amount towards Royalty will be withheld from the bills of contractor.

All royalties etc., as may be required for any Borrow Areas including right of way etc to be arranged by Contractor shall be deemed to have been included in the quoted prices.

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Contractor's quoted rate should include the royalty on different applicable items as per the prevailing State Government rates. In case, owner is able to obtain the exemption of Royalty from the State Government, the Contractor shall pass on the same to owner for all the items involving Royalty. Any increase in prevailing rate of Royalty shall be borne by the Contractor at no extra cost to the Owner. The contractor should indicate the rate of Royalty considered in their offer.

50.0 RESPONSIBILITY OF CONTRACTOR

It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from Engineer-in-Charge before implementation. Also such revisions and/or modifications if accepted/ approved by 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.

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.

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.

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.

The procurement and supply in sequence and at the appropriate time of all equipment's/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.

51.0 SITE ORGANISATION

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 **ANNEXURE- IV to SCC** shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work. Qualification and Experience of key construction personnel shall be as per **ANNEXURE- IV to SCC**. 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.

a. **Contractor's Field workers**

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The contractor shall provide, to the satisfaction of the EIC sufficient and competent work force in respective Mechanical & Piping and other works. It is the responsibility of the contractor to take necessary work permits to carry out the job in plant area as per MRPL work permit system.

52.0 SURPLUS MATERIALS

Surplus Civil Construction materials comprising sand, bricks, stones, cement 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 and the same shall be transported properly to OWNER's store or as directed by OWNER. Accordingly quoted prices shall be deemed to be inclusive of the same.

53.0 QUALITY MANAGEMENT SYSTEM

The CONTRACTOR shall adhere to the quality assurance system as per OWNER Specification enclosed as per ANNEXURE-V 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.

The CONTRACTOR shall establish document and maintain an effective quality assurance system as outlined in recognized codes.

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 dispatch of materials.

The OWNER 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.

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 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 Engineer-in-charge.

In case CONTRACTOR fails to follow the instructions of OWNER 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

54.0 SETTING OUT OF WORK

OWNER 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.

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The CONTRACTOR shall give the Engineer-in-Charge not less than 24 (Twenty four) hours' notice 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.

Work shall be scheduled so as to enable checking lines and levels on any part of the work.

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.

55.0 UNDERGROUND AND OVERHEAD STRUCTURES

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 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.

56.0 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE

To distinguish between work in substructure and superstructures, the following criteria shall apply:

For all equipments pedestals, pipe racks, other foundations and RCC structures, work done up to 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.

For Buildings only, all works up to 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".

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.

57.0 COORDINATION WITH OTHER AGENCIES

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.

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.

58.0 CONSTRUCTION

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.

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Various procedures and methods to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time and well in advance of the specific work for approval.

The CONTRACTOR shall carry out required supervision as per Quality Assurance Plan and furnish all assistance required by OWNER in carrying out inspection work. OWNER will have authorized representatives present who shall have free access to the work at all times. If an OWNER 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.

59.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

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.

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.

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.

The CONTRACTOR shall duly comply with manufacturer(s) recommendations and detailed specifications for the installation of the various equipment and machines.

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.

60.0 MECHANISATION OF CONSTRUCTION ACTIVITIES AND MOBILISATION OF CONSTRUCTION EQUIPMENT

MECHANISATION OF CONSTRUCTION ACTIVITIES

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.

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

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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.

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 in this regard shall entertain no claim whatsoever.

61.0 MOBILISATION OF CONSTRUCTION EQUIPMENTS

The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time schedule, progressively deploy required construction equipment, tools and tackles 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.

62.0 SINGLE POINT RESPONSIBILITY

The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

63.0 LEADS

For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in the Technical specifications.

64.0 TESTS AND INSPECTION OF WORKS

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.

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.

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.

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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.

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.

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.

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.

Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract.

Cost towards repeat tests and inspection due to failures, repairs etc. for reasons attributable to the CONTRACTOR shall be borne by the CONTRACTOR.

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.

65.0 FINAL INSPECTION

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. OWNER 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.

66.0 COMPLETION DOCUMENTS

The CONTRACTOR shall carryout various tests as called for in bidding document either on field or at outside approved laboratories at his own cost. All test results and related documents shall be submitted as part of completion documents as instructed by engineer in charge.

The following documents in addition to documents specified, shall be submitted in hard binder by the CONTRACTOR, as a part of Completion documents:

- a) Test Certificate from manufacturers for all supply material.
- b) All document related to Mechanical, Piping, Fire Fighting work etc. as per Quality assurance plan approved by engineer in charge.
- c) All as built drawings, organization chart with experience certificate, job procedure etc
- d) Any other drawing/ document/ report specified elsewhere in the bidding Document/ any test carried out as per instruction of EIC etc.

e) Guaranty certificate for all fittings, supplied as instructed by EIC.

67.0 ADDITIONAL WORKS/ EXTRA WORKS

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, 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 to get the additional works/ extra works executed by the CONTRACTOR.

68.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM

Without prejudice to stipulation in General Conditions of Contract, CONTRACTOR should follow following billing system:

The bills will be prepared by the CONTRACTOR on their PCs as per the standard formats and codification scheme proposed by OWNER. 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 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.

OWNER will utilize these data for processing and verification of bill of the CONTRACTOR.

69.0 CHANGE OF QUANTITIES

I) New Clause:

A. The WORK covered under this CONTRACT having to be executed by the Contractor on an 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

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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 extra works are of similar character and of equivalent value and/ or executed under similar conditions as to any item of work appearing at schedule of quantities of CPWD (Delhi Schedule of Rates), then the rates for such extra items shall be equal to the rates of such items or lower rate of the identical item. Wherever CPWD rates are not available, PWD Mangalore rates shall be used.
- iv. If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (i), (ii) and (iii) 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.
- v. 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.

II) Clause No. 2.6.2.0 of General Contract Conditions (GCC) stands deleted .

70.0 SUSPENSION

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 05 days of continuous suspension, Contractor shall be entitled for an extension of the time equal to the period of suspension plus 25%.

71.0 PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION

The Clause No. 4.4.0.0. of GCC stand partially modified to the following extent :

In case of any delay in Completion of all works beyond the Time schedule as defined in Annexure 1 to SCC, the Owner shall be entitled to a discount in the total Executed contract 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.

72.0 DEFECT LIABILITY PERIOD:

The Defect Liability Period Clause No 5.6.0.0 of GCC stands modified as below:

The Defect Liability Period (including the materials incorporated therein within the Contractor's scope of supply) shall be 12 (twelve) months from the date of Completion of Construction, as mentioned in Completion certificate.

The CONTRACTOR shall, at his own cost and initiative, correct, repair and/or rectify any and all defect(s) and/or imperfections in the design of the work (insofar as the CONTRACTOR shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein within the CONTRACTOR's scope of supply as shall be discovered during the Defect Liability Period and in the event of the CONTRACTOR failing to do so, the provisions of GCC Clauses 5.2.7.0 and 5.2.7.1 hereof shall apply.

73.0 ABNORMALLY HIGH RATES ITEMS (AHR ITEMS)

Being pre-priced tender, this clause is not applicable.

74.0 MAKE OF EQUIPMENTS/COMPONENTS :

Bidders shall procure and supply the items covered in their scope from the approved vendors as mentioned in technical specification. Wherever an item is specified or described by a particular brand name, manufacturer or vendor, the specific item mentioned shall be for establishing type, function and quality desired. Other manufacturer's products will be considered, provided sufficient information are furnished to the Employer to assess the products proposed as equivalent and acceptable. Contractor shall take prior approval from Engineer-in-Charge for procuring such items which are not covered under approved vendor list.

75.0 CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES

The Calibration requirements of monitoring and measuring devices at Construction sites are attached as Annexure-VII to SCC.

**76.0 SUB-CONTRACTING
NOT APPLICABLE**

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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.

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 – VI to SCC.

- (i) Any Sub-Contractor being appointed by the successful bidder should not be in holiday list of any ministries of Govt. of India / PSU's and proper approval to be taken from EIC.
- (ii) 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.

77.0 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.

78.0 PENALTY CLAUSES:

Subject to non-compliance to any terms and conditions of the contract, the Engineer-in-Charge may instruct the Contractor through written communication (by way of mail/ letter or SMS) to suspend all/any ongoing activity(ies) at work site. The Contractor shall immediately stop the ongoing work till further clearance from the Engineer-in-Charge to restart the work is obtained. Time lost in the process shall be attributable to the Contractor and shall not be entertained for request for time extension.

Penalty, subject to violation of terms attributable to the Contractor, shall be levied in RA bills of the Contractor on failure to comply with terms and conditions of the contract.

79.0 SPECIFICATIONS FOR DOCUMENTATION REQUIREMENTS FROM CONTRACTORS- As per Technical Specification Part-II

80.0 DEFINITIONS

- a) 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.
- b) "CONTRACTOR" means any person, company, firm or body who may be engaged by OWNER for works and services connected with construction, installation, erection and commissioning of the facilities for the Project with or without supply of equipment/material.

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- c) "Project" means MRPL Marketing Terminal at Devanagonthi, Bangalore
- d) "SITB" means Special Instructions to Bidders
- e) "EMD" means Earnest Money Deposit.
- f) "GCC" means General Conditions of Contract.
- g) "SCC" means Special Conditions of Contract.
- h) "SOP/ SOR" means Schedule of Prices/ Schedule of Rates.
- i) "BQC" means Bidder Qualification Criteria.
- j) "Bidder/ Tenderer" means any person, company, firm or body who are issued the Bidding Document by OWNER for submission of bid.
- k) "Bidding Document/ Tender Document" means document to be issued to Bidder based on which Bid is to be submitted.
- l) "Bid/ Offer" means the documents/proposal submitted by Bidder.
- m) "CD" means Compact Disc.
- n) OWNER /MRPL means "Mangalore Refinery & Petrochemicals Limited".
- o) EIC means "Engineer in-charge"

81.0 MOBILIZATION ADVANCE

Mobilization advance shall not be applicable for this tender

82.0 WATER PROOFING GUARANTY – NOT APPLICABLE

Contractor has to submit 3 years guarantee from the date of completion certificate signed in legal stamp paper after completion of the work against water leakage for roof, wall etc

TIME SCHEDULE

[ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT)

TIME SCHEDULE

NAME OF WORK	TIME FOR COMPLETION OF WORK
TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA	CONTRACT PERIOD SHALL BE THREE MONTHS FROM THE DATE OF PLACING LOA/PO.

A joint plan of execution of work shall be prepared by the Contractor and EIC.

Note:

- Time for completion shall be reckoned from date of issue of Fax/ Letter of Acceptance, whichever is issued earlier.
- The time indicated for completing all works in all respects including submission of all reports as per specifications, codes, drawings and instructions of Engineer-in-Charge.
- It should be noted that the period of work given above includes the time required for Mobilization at site, carrying out the works as per the requirements of Contract documents, demobilization, preparation of all reports in requisite quantities as mentioned in the Bidding Document, rectification's, if any, rework etc., complete in all respects to the entire satisfaction of Engineer-in-Charge and direction of Engineer-in-charge.

The Contractor shall scrupulously adhere to the Targets/Plan by deploying adequate personnel, construction equipment, tools and tackles and also by timely supply of required materials coming within his scope of supply as per Contract

(STAMP & SIGNATURE OF BIDDER)



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[ANNEXURE - II TO SPECIAL CONDITIONS OF CONTRACT]

DELETED

TERMS OF PAYMENTS

[ANNEXURE - III TO SPECIAL CONDITIONS OF CONTRACT]

PAYMENT TERMS FOR CONTRACTS ON ITEM RATE BASIS

1.0 ON ACCOUNT PAYMENTS

- i. Payment shall be made against running account bills within 07(seven) days of bill submission duly certified by EIC.
- ii. Multiple RA Bills can be raised by the Contractor in a month. However each RA bill value shall not be less than Rs 50000/-.
- iii. Payment will be paid as per SOR after carrying out deductions against short supply towards Penalty Clause 10 as applicable. The deductions towards Penalty Clause 10 if any will be applicable.
- iv. In case of non-submission of the required documents & evidences as per Contractors Scope of Supply of Work order, MRPL will not be able to process the bill till necessary compliance.
- v. Engineer-in-charge (EIC) shall be Senior Manager (Marketing Projects) MRPL, Mangalore.

[ANNEXURE - IV TO SPECIAL CONDITIONS OF CONTRACT]- DELETED

[ANNEXURE – V TO SPECIAL CONDITIONS OF CONTRACT]- DELETED

[ANNEXURE – VI TO SPECIAL CONDITIONS OF CONTRACT]- DELETED

[ANNEXURE – VII TO SPECIAL CONDITIONS OF CONTRACT]- DELETED

CONTRACT WORKER'S SAFETY POLICY

[ANNEXURE VIII TO SPECIAL CONDITIONS OF CONTRACT]

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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, whichever 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.



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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:



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- 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 punching machine at site and ensure evacuation of his personnel through defined emergency exit in case if situation demands and also during confined space entry.

- Smoking is prohibited in the Refinery / work site / offices.

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Consumption of alcohol and any other intoxicating material shall be also treated as safety violation and heavy penalty shall be levied on the main contractor.

- Radiography source and also the Explosives used for controlled blasting will not be permitted to be stored at site. Detailed accident report with photographs to be submitted to factory manager and Engineer In-charge from MRPL immediately.
- Contractor's Vehicles/Engines and approved electrical / mechanical equipments & lifting tools / tackles, welding generator that are to be used inside refinery are to be certified by competent authority. Statutory checks are to be carried out and records are to be maintained by contractors to ensure healthiness. These certificates will be regularly checked by MRPL engineer in-charge.
- The Contractor shall ensure that all industrial consumables such as Oxygen, Acetylene, Argon, Nitrogen, welding electrodes etc. are approved by MRPL, tested and records maintained by the contractor as per Gas Cylinder Rules before they are used for the job. LPG for gas cutting purpose is not allowed.
- The Fire prevention / protection and safety equipments (including Personal Protective Equipments) should be certified by MRPL engineer in-charge.

5. HEALTH AND HYGIENE:

- Sufficient number of toilets shall be provided by the contractor for its workmen and hygiene standard should be maintained.

Contractor to ensure no water stagnation at site.

Potable water facility for all workers shall be provided and maintained by the contractor.

Inspection of drinking water, sanitation, shall be done by MRPL. Availability of dust masks shall be ensured by the contractor at site.

Contractor to maintain affordable hygienic canteen for the workers.

- The contractor must maintain record of medical examinations of its employees as per The Factories Act 1948 and The Karnataka Factories Rules, 1969 and The Building and other construction workers (Regulation of Employment and conditions of service) Act 1996 and Central Rules 1998. This will include eye test of crane operators, vehicle drivers and all others. Also Fitness certificate by the Medical Officer for working at height to be produced for each employee requiring to work at height.

- Adequate means and personnel for rendering first aid should be readily available at site and during working hours at places where work is carried out.
- Medical aid for First-Aid should be available.
- First Aid kits or boxes, as appropriate, should be provided at the workplaces and on motor vehicles, cranes, etc. and be protected against contamination by dust, moisture, etc.
- When workers are employed underground or beneath structures or pits or other conditions in which they may need to be rescued, suitable rescue equipment like tripod with pulley and safety belt should be readily available at site at or near the work site along with trained rescue workers.

6. VEHICLE MOVEMENT:

- The contractor shall conduct his operation so as not to interfere with the use of existing roads at or near locations where the work is being performed.
- Speed limit inside the refinery is 16 KMPH which should be strictly followed. For heavy machinery like cranes / forklift / RMC trucks, etc. the speed limit is 5 KMPH maximum.
- Special precautionary measures should be taken during transportation of long sized cargo, route as defined should be followed and for safety of personnel (with proper escort) and damages to the facilities should be avoided. Procedure for vehicle entry and Speed limits in Refinery should be strictly followed. Vehicles and cargos passing through refinery should have PESO approved spark arrestor fitted.
- When interference to traffic is inevitable, notice of such shall be given to the Engineer- In-Charge of MRPL well in advance with the details of start of the work and time required, storage of materials, and details of the proposed methods of providing the required facilities for safe and continuous use of roads and obtain his clearance.
- The contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operation, to the existing water supply, sewerage, power or telecommunication lines or any other services or works. The contractor shall be required to provide and erect before starting of the work, substantial barricades, guardrails and warning signs. He shall furnish, place and maintain adequate warning lights, signals etc, as required by the Engineer-In-Charge.



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- Vehicles must have green red flags and whistles for the cleaner to guide driver. All vehicles entering MRPL premises shall have cleaner / helper.

- The vehicles must be maintained as per the preventive maintenance schedule of the manufacturer / supplier. Only Drivers that are trained in Defensive Driving shall be deployed inside Refinery

- Vehicles to be inspected fortnightly by trained technicians as per the inspection checklist.
Pre-inspection checklist to be formed to that effect.

- All vehicles to bear a sticker. “If you notice this vehicle is over speeding then please inform on Cell no : 9448261049”.

- Tractors and trucks / cranes / forklift should not be used for transporting personnel.

- Every vehicle should have the contractor's name prominently displayed on Tractor Trolleys, trucks, jeeps, cranes, JCBs, Poclains, trailers. The display board should be put on front and rear side of each of the vehicle.

Tractor trolleys must have independent brake systems both on tractor as well as on trolleys.

- All vehicles must be fitted with PESO approved spark arrestors.

Tipper/trucks carrying debris and soil/mud/sand shall ensure that there is no spillage of material on road. If any such spillage observed the same need to be cleaned and cleared by the contractor immediately. Wheels of the trucks and vehicles shall be clean and free from mud.

- Contractor to maintain Inspection and maintenance logs for every vehicle.

- Any kind of repair work on contractor's vehicle is to be carried out only inside the work shop or designated place and not allowed inside the battery area or any where at on road or at site.

7. SAFE MEANS OF ACCESS:

- The contractor must possess adequate numbers of self retractable type fall arresstors (of different sizes viz. 6m, 20m, 40m, and 60m), Safety nets and Safety Belts (Full Body Safety Harness) (ISI approved).

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- Adequate and safe means of access and exits shall be provided for all work places, at all elevations. Using of scaffolding members (avoiding a ladder) for approach to high elevation shall not be permitted.
- Suitable scaffolds shall be provided for workmen for all works that cannot be done safely from the ground, or from solid construction except such short duration work as can be done safely from ladders. Ladder shall be of rigid construction having sufficient strength for the intended loads and made of metal and all ladders shall be maintained well for safe working condition. If the ladder is used for carrying materials as well, suitable foot holds and handholds shall be provided on the ladder. Ladders shall not be used for climbing carrying materials in hands. While climbing both the hands shall be free. Ensure positioning of person at base / grade level while it is in use. All ladders, platforms, full body safety harness and safety nets should be inspected regularly and records should be maintained. Damaged items shall immediately be taken out of service and disposed off.
- Scaffolding staging more than 1.5 m above the ground or floor, swung or suspended from an overhead support or erected with stationary support and ladder shall conform to relevant IS specification. Timber bambToo scaffolding is not allowed inside the Refinery.
- Working platforms of scaffolds shall have toe boards 15cms in height to prevent materials from falling down.
- A sketch of the scaffolding proposed to be used shall be prepared and approval of the contractor's Mechanical Engineer obtained prior to start of erection of scaffolding. All scaffolds shall be examined and certified with proper display of tags by contractors Mechanical Engineer before use.
- Safe means of access shall be provided to all working platforms and other elevated working places. Every ladder shall be securely fixed. No single portable ladder shall be over 9m in length. For ladders upto 3m in length the width between side rails in the ladder shall in no case be less than 300mm. For longer ladders this width shall be increased by atleast 20mm for each additional metre of length. Step shall be uniform and shall not exceed 300mm.
- Working platform and gangway along the side of pipe racks shall be provided. Under no circumstance the contractor employees should step on pipes at pipe racks.

8. EXCAVATION, TRENCHING AND EARTH REMOVAL :

- A Work Permit must be taken for any excavation or earth removal inside the existing refinery premises from Engineer In-Charge MRPL, as the area of work has underground pipelines, cables etc.
- All trenches 1.2m or more in depth shall at times be supplied with at least one ladder for each spacing of 3.0m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m above the surface of the ground.
- The sides of the trench which are 1.2m or more in depth shall be stepped back to give suitable slope (angle of repose) or securely held by timber bracing (i.e. shoring of the excavated trench or pit should be done), so as to avoid the danger of sides from collapsing. The excavated material shall not be placed within 2m of the edges of the trench or half of the depth of the trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances under-cutting shall be done.
- The contractor shall ensure the stability and safety of the excavation, adjacent structures, services and the works.

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- Open excavations shall be fenced off by railing (ledger pipes) and warning signals installed at well-lit places so as to prevent persons falling into the excavations.
- All blasting operations shall be carried out on the basis of procedures approved by Inspector of explosives. All works in this connection shall be carried out as per IS code of practice. Barricades, Warning signs etc. shall be placed on the roads / open area. Prior approval of such operation shall be obtained from Engineer-In-Charge of works. The blasting procedure being followed by the contractor must be submitted with MRPL engineer in-charge.
- The contractor must submit the methodology, safety aspects, schedule, License and other relevant features of control blasting operations.
- Wherever manual removal of earth is involved, earth shall be removed from the top by maintaining the proper slope equal to the angle of re-pose of the earth. Manual removal of earth / lowering of person in a pit should be done with tripod and pulley besides use of Full body Safety Harness by person.
- Such work shall be constantly supervised by the contractor's responsible persons.

9. DEMOLITION:

Before any demolition work is commenced and also during the progress of the work :

- Proper approvals shall be taken from Engineer in-Charge MRPL before commencing demolition.
- Area around shall be barricaded with cautionary signs and posting of security guards or supervisors for preventing unauthorised entries of personnel.
- All roads and open area adjacent to the work site shall either be closed or suitably protected. Appropriate warning signs shall be displayed for cautioning approaching persons.
- No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- Entries to the demolition area shall be restricted to authorized persons only.

Contractor to place separate collection facility of waste like metal, on metal non degradable and bio degradable wastes and shall dispose to designated place daily basis.



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Contractor shall be responsible to clear dry grass and wooden items etc from and around his working site/storage/fabrication yard etc to prevent any fire accidents.

10. PERSONAL PROTECTIVE EQUIPMENTS:

- All proper “ISI” marked Personal Protective Equipments (PPEs) as considered necessary by the Engineer-In-Charge shall be kept available by contractor for the use of the persons employed on the site and maintained in a condition suitable for immediate use. Also the contractor shall take adequate steps to ensure proper use of equipment by those concerned. The PPEs are to be provided by the contractor.

- All persons employed at Refinery shall use safety helmets, safety shoes and safety goggles as minimum safety gears. For other types of works, persons working in that area shall also use the required PPEs, as advised by the Engineer-In-Charge of MRPL.

- Workers employed on mixing asphaltic materials, cement and lime mortars shall use Gumboots, safety goggles, hand gloves and proper respirator.

- Persons engaged in welding and gas-cutting works shall use suitable welding face shields with welder’s helmet. The persons assisting the welders shall use suitable goggles. Protective goggles shall be worn while chipping and grinding.

- Stonebreakers shall use protective goggles. They shall be seated at sufficiently safe intervals or distance.

- Persons engaged in or assisting in shot blasting (Sand blasting is prohibited) operations and cleaning the equipment after shot blasting shall use suitable gauntlets, overalls, dust mask, dust proof goggles, safety shoes and protective hood supplied with fresh air.

- All persons working with 3M lifeline and hook at height above ground or floor and exposed to risk of falling down shall use safety belts (Full Body Safety Harness with double life line and scaffolding hooks, ISI marked) which should be properly secured to solid object unless

otherwise protected by cages, guard railings, etc. In places where the use of full body safety harness is impractical, suitable safety net of adequate strength fastened to substantial supports shall be employed under proper valid permit.

- When workers are employed in sewers and inside manholes, which are in use, the contractor shall ensure that the manholes are opened and are adequately ventilated at least for an hour. The atmosphere inside the space shall be

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checked for the presence of any toxic gas or oxygen deficiency and recorded in the confined space entry permit, availability of standby person at manhole must be ensured before the personnel are allowed to get into the manholes. The manholes opened shall be cordoned off with suitable railing and provided with warning signals or caution boards or barricade tape to prevent accidents. There shall be proper illumination in the night.

11. PAINTING:

- Respirators shall be provided by the contractor for use when paint is applied, safety of personnel in vicinity also should be considered while painting.
- Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the painters for decontamination at the cessation of work.
- All solvent-based paints, thinners shall be stored in separate well ventilated storage kept under proper surveillance.
- Smoking, open flames or sources of ignition / hot work shall not be allowed in places where paints and other flammable substances are stored, mixed or used. A caution board, with the instructions written in national / regional language, “SMOKING / HOT WORK – STRICTLY PROHIBITED” shall be displayed in the vicinity where painting is in progress or where paints are stored. Symbols shall also be used for caution boards.
- Suitable IS marked First Aid Fire Fighting equipments shall be kept available at a place where flammable paints are stored, handled or used.
- When painting work is done in a closed room or in a confined space, adequate ventilation shall be provided. Workers shall wear suitable supplied air type breathing apparatus. Work shall be carried out under a valid work permit.
- Epoxy resins and their formations used for painting shall not be allowed to come in contact with the skin. The workers shall use PVC gloves and / suitable barrier creams.
- Adequate ventilation shall be provided especially when working with hot resin mixes.
- Increased personal hygiene shall be practiced to control inadvertent contact with the resin and eliminate its effects.
- Workers shall thoroughly wash hands and feet before leaving the work. Work clothes shall be changed and laundered frequently.

- Care must be taken while carrying out painting inside confined space. There shall be safety devices to monitor the personnel working inside confined space like vessels during painting of internal surface. Suitable painting methods shall be adopted as specified elsewhere. It should not be clubbed with hot work and proper ventilation should be available to draw out the solvent vapours. Manual painting is to be adopted instead of spray painting.

12. LIFTING MACHINES TOOLS AND TACKLES:

- Supplier's / Manufacturer's manual for operations / safety / periodical maintenance of all Cranes, winches, JCBs, Poclains, Excavators, Trucks, tractors, Vehicles, etc. MUST be made available at site from the moment it is brought at site and the same should be strictly adhere to.
- Lifting machines, tools and tackles shall be of good mechanical construction, sound material, adequate strength, free from any defects and shall be kept in good working condition.
- Lifting machines, tools, tackles, equipments etc. to have identification tags of steel plate of size 2"x 2" tied to it using steel wire of 4 mm size. The details like reference number, Safe Working Load (SWL), date of testing, next due date of testing, etc. to be punched on this plate.
- Contractor must produce Competent Authority's (Authorised by The Directorate of Factories, Karnataka state) Certificate of testing in the prescribed form of Lifting Machines, Chains, ropes and lifting tackles well in advance. Only valid Lifting Machines, tools etc. to be used and to be re-certified before expiry of certificate. Also, these equipments will be inspected by Engineer In-Charge of MRPL as and when required. The same procedure is applicable for all other Electrical Equipments, tools, machines, D.G sets, compressors, etc.

Lifting equipments for testing by competent authority to include JCB, Poclain, Excavators, etc.

The ringer crane to be tested and certified every time by Competent Person it is dismantled and reassembled. This certification must also include stability of soil on which it is assembled.

Use of Hydra is not permitted inside refinery/construction premises. Hydraulically jacked lifting machines to be used.

- Lifting machines, tools, tackles, equipments etc. to be inspected in addition to the Competent Authority's certification. This should be done fortnightly by experienced trained mechanical foreman and technicians and record of such inspection to be maintained.

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- Every rope and sling used in hoisting or lowering of materials or as a means of suspension shall be of good quality and adequate strength and free from any defect.

- Every crane operator or lifting appliance operator shall have a driving License for Heavy Vehicle, proper physical fitness such as eye sight etc. and with adequate experience. No persons under the age of 21 years shall be in charge of any hoisting machine or give signal to operator of such machine.

- In case of every lifting machine (and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or as means of suspensions) the safe working load shall be ascertained and clearly marked. In case of a lifting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load.

- The contractor shall notify the safe working load of the machine to the Engineer-In- Charge whenever he brings any machinery to site for work and get it verified by the Engineer-In-Charge, supported by a valid test certificate by the competent person.

- Motors, gearing transmission, couplings, belts, chain drives and other moving parts of hoisting appliances shall be provided with adequate safeguards. Hoisting appliances shall be provided with such means as to reduce to the minimum risk of any part on a suspended load becoming accidentally displaced or lowered.

- The contractor must have a team of Experienced Mechanical Personnel (having minimum of 5 yrs. experience in carrying out safety inspection and testing of Lifting machines, Tools and Tackles etc.), to conduct periodical (Daily, fortnightly, monthly and quarterly) inspection and testing of Lifting machines, Tools and Tackles and to maintain its records.

- Crane shall not be used as hoist. In case cranes are used as hoist then factory Inspector's permission to be taken in advance and to be subject to biannual testing by competent person as required for hoist under Factories Act 1948. Also, the design of cage to be got approved by the competent person well in advance. Two ropes or chains to be provided to the cage, separately connected with the cage, suspended independently and capable of carrying the whole weight of the cage.

- Contractor to maintain operation, inspection and maintenance logs for every lifting equipment, tool and tackle.

13. TEMPORARY SHEDS :

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- Before erecting temporary shelters like sheds or tents anywhere at site, written permission of the concerned Engineer In-charge must be obtained.
- Temporary sheds for site office should be avoided. Instead contractor shall arrange for portal cabins for site office / stores.
- Temporary shed should not be erected using scaffolding pipes. The shed should be made of safe construction material.
- The temporary shed should be erected after proper designing following engineering design practices in conformance with normal safety standards to ensure the stability and safety.
- Temporary shed should bear the contractor's name.
- Temporary piping, hose connections and electrical wiring to these temporary sheds must be laid in such manner that they do not cause tripping, hitting or electrocution hazards.

14. ERECTION:

- At the planning stage consideration should be given, by those responsible for the design, to the safety of the workers who will subsequently be employed in the erection of such structures. A detailed erection scheme / schedule shall be furnished well in advance for all the critical erections.
- Care should be exercised by design engineers and other professional persons, not to include anything in the design which would necessitate the use of unwarrantably dangerous structural procedures and undue hazards, which could be avoided by design modifications.
- Facilities should be included in the design for such work to be performed with the minimum risk.
- Detailed Safety Procedure should be submitted as a part of Heavy Equipment erection scheme. Heavy Equipment erection scheme must be submitted at least one month in advance.
- Erection engineer to conduct training on rigging before every heavy lift / erection for crane operator, foreman and riggers.
- Erection of structural platforms, gratings and hand rails to be done on priority. The procurement of gratings, structural members for hand rails to be done on priority.

- Prefabricated parts should be so designed and made that they can be safely transported and erected.

- As far as practicable the safety of prefabricated parts while erection should be ensured by appropriate means, such as provision and use of:
 - a) Ladders;
 - b) Gangways;
 - c) Fixed platforms;
 - d) Platforms, Buckets, boatswain's chairs, etc. suspended from lifting appliances;
 - e) Safety belts and lifelines; and
 - f) Safety nets or catch platforms.

- Ladders to be inspected fortnightly by experienced trained mechanical foreman and mechanical technicians and record of such inspection to be maintained.

- The boatswain's chairs/ platforms used in structural erection to be inspected and checked once in fortnight and record maintained.

- In addition to the conditions of stability of the part when erected, when necessary to prevent danger the design should explicitly take into account:
 - a) The conditions and methods of attachment in the operations of stripping, transport, storing and temporary support during erection; and
 - b) Methods for the provision of safeguards such as railings and working platforms, and, when necessary, for mounting them easily or prefabricated parts.

- The hooks and other devices incorporated in prefabricated parts that are required for lifting and transporting them should be so shaped, dimensioned and positioned as:
 - a) To withstand with a sufficient margin the stresses to which they are subjected; and
 - b) Not set up in the part stresses that could cause failures, or stresses in the building not provided for in the plans.

- Prefabricated parts made of concrete should not be stripped before the concrete has set and hardened sufficiently to ensure the safety of the operation.

- Store places should be so constructed that:
 - a) There is no risk of prefabricated parts falling or overturning; and

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b) Storage conditions generally ensure stability having regard to the method of storage and atmospheric conditions.

- Prefabricated parts made of concrete should not be erected before the concrete has set and hardened to the extent provided for in the plans.
- While they are being stored, transported, raised or set down, prefabricated parts should not be subjected to stresses prejudicial to their stability.
- Trailers only to be used for transportation of pipes. Crane to be used for erection at site.
- Every lifting appliance should :
 - a) Be suitable for the operation; and
 - b) Be approved by a competent person, or tested under a roof load 20 percent heavier than the heaviest prefabricated part.
 - c) Ringer mode of a heavy crane MUST be inspected, checked and certified by competent person every time it is dismantled and erected. The report must bear the stability of the soil on which it is erected.
- Lifting hooks should have the maximum permissible load marked on them.
- Tongs, clamps and other appliances for lifting prefabricated parts should:
 - a) Be of such shape and dimensions as to ensure a secure grip without damaging the part; and
 - b) Be marked with the maximum permissible load in the most unfavourable lifting conditions.
- Prefabricated parts should be lifted by methods or appliances that prevent them from spinning accidentally.
- The temporary basket cages / Platforms / Buckets / boatswain's chairs, etc. used for lifting / working at height suspended from lifting appliances or suspended from structures or beams MUST be certified by competent person and provisions or conditions as stipulated during certification to be adhere to.
- While prefabricated parts are being lifted measures should be taken to prevent workers from being struck by objects falling from a height and area around such site should be barricaded with cautionary signs.
- When necessary to prevent danger, before they are raised from the ground, prefabricated parts should be provided with safety devices such as railings and working platforms to prevent falls of persons.

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- If workers are exposed to danger when releasing prefabricated parts from lifting appliances, adequate safety measures should be taken.

- At workplaces adequate instructions should be given to the workers on the methods, arrangements and means required for the construction, storage, transport, lifting and erection of prefabricated parts.

- When it is not practicable to install protective guardrails and toe boards the workers should be provided with and use safety belts and lifelines to limit the height of the fall.

- Overhead screens to be provided to prevent workers from being struck by falling objects.

- The safety devices (guard-rails, toe-boards, safety belts and lifelines) should not be removed so long as the risk remains.

- Precautions should be taken to prevent fires being caused by rivet-heating equipment.

- Rivet heaters should extinguish their fires before leaving work.

- Extra care should be taken to prevent fall of objects, tools, etc. from height.

- Before structural steel parts are lifted, care should be taken that any object that could fall is fastened or removed.

- Structural steel parts should not be dragged while being lifted if that could cause danger.

- Steel trusses that are being erected should be adequately shored, braced or guyed until they are permanently secured in position.

- While structural members are being moved into place the load should not be released from the hoisting rope until the members are securely fastened in place.

- Structural members should not be forced into place by the hoisting machine while any worker is in such a position that he could be injured by the operation.

- No load should be placed on open-web steel joists until they have been placed in position and secured.

- Erection of pipes to be done using web belts only. Web belts must be inspected and checked fortnightly internally by the contractor and records maintained. Damaged ones to be cut to pieces and record to be maintained.

- Nipples and other accessories used for hydrotest and subject to high pressures to be inspected, checked and tested by experienced trained mechanical foreman and mechanical technicians and records maintained. Damaged parts to be replaced immediately with the new ones.
- Discarding criteria of web belts to be procured from the supplier / manufacturer by the contractor and submitted to MRPL Engineer Incharge.

15. WORK ON TALL CHIMNEYS:

SCAFFOLDS :

- All workmen should be certified medically fit by medical practitioner before working at height. Mock up drills MUST be conducted by the contractor for all these workmen and issue Working at Height passes to only those who has experience of working at height, is declared medically fit and shows confidence during mock up drills.
- For the erection and repair / painting of tall chimneys and vertical structures scaffolding should be provided. Scaffolds after erection should be certified by competent mechanical engineer for its strength before use and be displayed with a tag "Certified for use".
- Scaffolds should confirm to relevant Indian Standards. Contractor MUST have a team of trained scaffolders including trained Scaffolding engineer.
- Fixed inside scaffolding should be securely anchored in the chimney wall.
- The scaffold floor should always be at least 65 cm (26 in) below the top of the chimney.
- Under the working floor of the scaffolding the next lower floor should be left in position as a catch platform.
- Suspended outside platform (inspection scaffolds) should be provided as per the relevant standards as stated above.
- Use of Catch platforms, stairs, ladders and Iron rung, lifting tools, tackles and work with hot asphalt, tar should be carried out as per the procedures outlined in relevant ILO manual.
- Full Body Safety Harness (Safety Belt) with lifelines (of various sizes 2', 5' and 9' double lanyards) and safety nets being used should confirm to relevant standards and are to be inspected, tested, periodically and records be maintained. Damaged safety belts and nets should be discarded, taken out of service and disposed off.
- Safety belts must be used while working at height. The life lines (lanyard) MUST be tied to firm support. In case of absence of firm support provision of wire rope of adequate size tied with lifting tackles to be made to tie the safety belt life line (lanyard).

- All Safety belts to be inspected once in a month and damaged ones to be discarded. Suppliers / Manufacturers Discarding criteria of safety belts to be submitted to MRPL. The record of inspection and the results to be maintained. And a copy to be submitted to Engineer Incharge.
- The scaffolds to be inspected and certified by the competent mechanical Engineer before use and subsequently, at least once in a week.

16. SAFETY OF ELECTRICAL WORKS:

Before starting work in live electrical panels, proper electrical isolation shall be ensured. The same to be inspected by the electrical in charge and necessary isolation tag shall be attached. Proper electrical isolation permit system along with LOTO (Locking Out / Tagging Out) system shall be maintained by the contractor. Triplicate copy of such permits shall be submitted to MRPL.

17. CATCH NETS:

- Where workers cannot be protected against falls from heights by other means they should be protected by catch nets.
- Catch nets should be made of good quality fiber cordage, wire or woven fabric or material of equivalent strength and durability.
- The perimeter of catch nets should be reinforced with cloth-covered wire rope, manila rope or equivalent material.
- Catch nets should be provided with adequate means of attachment to anchorage.
- Catch nets to be inspected fortnightly, tested and records maintained. Damaged safety nets should be discarded and record maintained.

18. PROTECTION AGAINST MOVING VEHICLES:

Workers who are regularly exposed to danger from moving vehicles should wear;

- a) Distinguishing clothing, preferably bright yellow or orange in colour; or
- b) Devices of reflecting or otherwise conspicuously visible material.

Light Vehicle shall have reverse horn and Heavy Vehicles shall have trained helpers with whistle and red and green flags for directing the driver.

19. HANDLING MATERIALS:

- Mechanical means should be provided and used for lifting and carrying loads.
- Personnel should have knowledge of safe ways of material handling.

20. STACKING AND PILING:

- Materials and objects should be so stacked and unstacked that no person can be injured by materials or objects falling, rolling, overturning, falling apart or breaking.
- Area earmarked for stacking and piling should be barricaded and only authorised personnel be allowed to carry out stacking and piling jobs.
- Proper stacking and piling should be done as per the guidelines of ILO.

21. WELDING AND GAS CUTTING:

- Welding and gas cutting operations shall be done only by qualified and authorised persons and as per IS specification and code of practice.
- All the hoses used on compressed gas cylinders (Acetylene, Oxygen etc.) to be as per IS.
- Welding and gas cutting shall not be carried out in places where flammable or combustible materials are kept and where there is danger of explosion due to presence of flammable / gaseous mixtures. Contractor shall continuously monitor the area with Explosimeter / H₂S meters.
- Welding and gas cutting equipments including hoses and cables shall be maintained in good condition. It should be checked daily by the user and fortnightly by the supervisor and recorded.
- Barriers shall be erected to protect other persons from harmful rays from the work. When welding or gas cutting is done in elevated positions / on trenches / inside refinery units, precautions shall be taken to prevent sparks or hot metals falling on persons or flammable materials (Welding booths shall be constructed).

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- Use of proper PPEs by personnel involved in Gas cutting / Electric Arc welding should be ensured. Use of Welders Helmet with face shield by the welders is a MUST.
- Fire extinguisher shall be available near the location of welding operations. Valid permit shall be obtained before flame cutting / welding is taken up & comply with all the permit requirements.
- Contact of personnel with the electrode or other live parts of electric welding equipment shall be avoided.
- Extreme caution shall be exercised to prevent accidental contact of electrodes with ground.
- The welding cables shall not be allowed to get entangled with power cables. It shall be ensured that movement of materials does not damage the cables.
- Oxy-Acetylene cylinders must be mounted on trolley with chain holding the compressed gas cylinders. The compressed gas cylinders must have pressure gauges fitted over it and Oxy-Acetylene Gas cutting set should be fitted with flash back arrestor at both the torch and cylinder ends.
- Under no circumstance the compressed gas cylinder should be taken inside the confined space or excavated pits. Hydraulic test certificates of all compressed gas cylinders should be maintained and furnished as and when required.

22. GRINDING:

- All portable grinders shall be used only with their wheel guards in position to reduce the danger from flying fragments should the wheel break during the use.
- Grinding wheels of specified diameter only shall be used on a grinder – portable or pedestal- in order not to exceed the prescribed peripheral speed.
- Helmet with face shield shall be used during grinding operation.

23. HOUSE KEEPING:

The contractor shall at times keep his work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment.

- Welding and other electrical cables shall be routed as to allow safe traffic by all concerned.
- No materials on any of the sites of works shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Engineer-In-Charge may require the contractor to remove any materials which, are considered to be of danger or cause inconvenience to the public.
- At the completion of the work, the contractor shall have removed from the work premises all scaffoldings, surplus materials, rubbish and all sheds and sanitary arrangements used / installed for his workmen on the site.
- House keeping of the workplace shall be done strictly by the Contractor on daily basis or as required by the Engineer-in-charge. Contractor to collect all debris/ scrap and dump at designated Scrap Yard as defined by MRPL authorities.
- A separate house keeping team to be formed and made available round the clock.

24. FIRE SAFETY:

- Adequate number of duly calibrated Explosimeters, Oxygen meters, Hydrogen Sulphide detectors (Portable / Fixed) or any other multiple gas detector should be made available at site by the contractor.
- Combustible materials like timber, bamboos, paints etc. shall not be used at MRPL site for scaffolding or for supports.

Containers of paints, thinners and allied materials shall be stored in a separate room, which shall be well ventilated, and free from excessive heat, sparks, flame or direct rays of the sun. The containers of paint shall be covered or properly fitted with lid shall not be kept open except while using.

- Fire extinguishers as approved by Engineer-In-Charge shall be located at the work site at appropriate places.
- Adequate number of contract workmen shall be given education and training in fire fighting and extinguishing methods.

25. WORK PERMIT SYSTEM:

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- MRPL's Work Permit system (As per MRPL Safety Manual) to be strictly followed.
- All jobs within refinery should be executed with a safety work permit only. These will be issued by the concerned operating personnel of MRPL (Refinery Shift Manager or any authorised person). However, he can withdraw the permit when the stipulated conditions are not complied with at the work spot.
- Area is safe for performing the Work. Job is continuously supervised by qualified supervisor.

Responsibility of Performing Authority:

To obtain an approved Work Permit duly filled and signed by authorities as per the MRPL's Work Permit System before starting the work in the area.

- To visit job sites and ensure that it is prepared accordingly.
 - The person performing the job shall be in possession of the permit till the completion of the job. The permit should be produced for inspection at any time. The Work Permit shall be displayed at job site in the plastic folder.
 - To understand the scope of the work and implications involved.
 - To restrict the work to the area / equipment specified in the work permit.
 - To comply with the instructions given on the Work Permit.
 - To follow Plant Safety Rules and Procedures.
 - To be alert at all times for the development of unexpected situations.
- To stop the work immediately on detecting any unsafe condition and promptly inform the Issuing Authority. Follow MRPL's Onsite Disaster Management Plan (DMP).
- To return the Permit duly signed after completion of the job to the Issuing Authority. Contractor must adhere to work permit system and other safety regulations.

26. WORK IN AND AROUND WATER BODIES:

When the work is done near any place, where there is a risk of drowning, all necessary rescue equipment such as life buoys and life jackets shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work. Persons who do not know swimming shall not be engaged alone for any work where risk of drowning exists. Sufficient number of life buoys or life jackets shall be provided.

27. PUBLIC PROTECTION:

The contractor shall make all necessary provisions to protect the public. He shall be bound to bear the expenses for defense of every action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of any precaution required to be taken to protect the public. He shall pay the damage and cost

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which may be awarded in any such suit, action or proceedings to any such person, or the amount which may be fixed as a compromise by any such person.

28. OTHER STATUTORY PROVISIONS:

Notwithstanding the above clauses there is nothing in these to exempt the contractor from the provisions of any other Act or Rules or Indian Standards or OISD standards or OISD guidelines in force in the Republic of India. In particular, all operations involving the transport, handling, storage and use of explosives shall be as per the standing instructions and conform with Indian

Explosives Act, 1884 and the explosives Rules, 1983. The Factories Act 1948 and The Karnataka Factories Rules, 1969, Handling, transport, storage and use of Compressed gas cylinders and Pressure vessels shall conform with the Gas Cylinders rules 1981 and Static and Mobile pressure Vessels (Unfired) Rules 1981. In addition, The Building and other construction workers (Regulation of Employment and conditions of service) Act 1996, The Indian Electricity Act, 1910 and Indian Electricity Rules 1956, The Atomic Energy Act 1962, The Radiation Protection Rules 1971, Radiation Protection Manual of Nuclear Facilities and the Atomic Energy (Factories) Rules 1988 and various rules and Act relevant to the activities being performed shall also be strictly complied with.

- No Child labour should be brought in for work.

- MRPL holds the right to issue warnings / Heavy penalties (monetary fine) / suspend work at any time or terminate the contract for a loss / damage and a pattern of frequent failure to adhere to Safety Laws, regulations and Onsite Safety procedures. In general a heavy monetary fine will be deducted straight from the contractor's bill for each violation of Safety Rules / Unsafe Act / Unsafe Condition observed, for each First-Aid injury, for each Lost Time injury / Near Miss Accident and for each fatality.

29. GUIDELINES AND GENERAL PROCEDURES FOR SUPPLY AND USE OF ELECTRICITY AT SITE:

Following safety requirements shall be complied with before the contractor uses the power supply.

- The contractor shall submit a list of licensed electrical staff to be posted at site

- It shall be the responsibility of the contractor to provide and maintain complete installation on the load side of the supply point with regard to the safety requirements at site. All cabling and installation shall comply with the appropriate statutory requirements given below and shall be subject to approval of the Departmental Engineer-In-Charge / Electrical Engineer.

- a) Indian Electricity Act, 1910

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- b) Indian Electricity Rules, 1956
- c) National Electric code, 1985
- d) Other relevant rules of Local bodies and Electricity Boards.

- Where distribution boards are located at different places the contractor shall submit schematic drawing indicating all details like size of wires, overhead of cable feeders, earthing etc. The position and location of all equipment and switches be given.
- The contractor shall make his own arrangements for main earth electrode and tapings thereof. The existing earth points available at site can be used at the discretion of the Departmental Electrical Engineer with prior permission. Method of earthing, installation and earth testing results shall conform to relevant I.S. Specifications.
- Overhead High Tension (HT) cable routes to be marked and physically barricaded to prevent crane coming in contact with it.
- All three-phase equipment shall be provided with double earthing. All light fixtures and portable equipment shall be effectively earthed to main earthing.
- All earth terminals shall be visible. No gas pipes and water pipes shall be used for earth connection. Neutral conductor shall not be treated as earth wire.
- Every electrically operated machine or equipment to be independently earthed.
- Earth pits to be provided near DG sets, electrically operated machines, equipments etc.
DG sets used in Refinery shall be installed inside acoustic enclosure to minimise noise pollution.
Exhaust of DG sets shall be routed to safe height.
- Continuity and resistance of all earth connections to be inspected and checked and tested fortnightly and records to be maintained.
- The contractor shall not connect any additional load without prior permission of Departmental Electrical Engineer.
- Joints in earthing conductors shall be avoided. Loop earthing of equipment shall not be allowed. However, tapings from an earth bus may be done.

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- The entire installation shall be subjected to the following tests before energisation of installation including portable equipment:
 - a) Insulation resistance test
 - b) Polarity test of switches
 - c) Earth continuity test
 - d) Earth electrode resistance

- The test procedures and their results shall conform to relevant IS specifications. The contractor shall submit a test report for his complete installation every 2 months or after rectifying any faulty section in the specimen test report. One such test report for the complete installation shall be submitted before onset of monsoon.

- Only persons having valid wireman's license shall be employed for carrying out electrical work and repair of electrical equipment installation and maintenance at site. The job shall be supervised by a qualified licensed supervisor.

- Electricians to be provided with red helmet for easy identification.

- Electrical equipment and installations shall be installed and maintained as to prevent danger from contact with live conductors and to prevent fires originating from electrical causes like short circuits, overheating etc. Installation shall not cause any hindrance to movement of men and materials.

- Materials for all electrical equipment shall be selected with regard to working voltage, load and working environment. Such equipment shall conform to the relevant Indian Standards.

- The minimum clearance to be maintained for all overhead lines along roads and across roads shall be as per the statutory requirements.

- Grounding conductor of wiring system shall be of copper or other corrosion-resistant material. An extra grounding connection shall be made in appliances / equipment where chances of electric shock is high.

- Electric fuses and / or circuit breakers installed in equipment circuits for short circuit protection shall be of proper rating. It is also recommended that high rupturing capacity (HRC) fuses are used in all circuits. The Earth Leakage Circuit Breaker (ELCB) of 30mA max capacity shall be provided in the circuits. (ELCB) of 30mA max shall be provided on each Extension board.

- Wherever cables or wires are laid on poles, a guard wire of adequate size shall be run along the cables / wire and earthed effectively. Metallic poles as a general rule, shall be avoided and if used shall be earthed individually.

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Anticlimbing guards and danger notices shall be provided on poles. Each equipment shall have individual isolating switches.

- Wires and cables shall be properly supported and an approved method of fixing shall be adopted. Loose hanging of wires and cables shall be avoided. Lighting and power circuits shall be kept distinct and separate.
- Reinforcement rods or any metallic part of structure shall not be used for supporting wires and cables, fixtures, equipment, earthing etc.
- All cables and wires shall be adequately protected mechanically against damages. In case the cable is required to be laid underground, it shall be adequately protected by covering the same with bricks, Plain Cement Concrete (PCC) tile or any other approved means and provided with cable markers.
- All armored cables shall be properly terminated by using, suitable cable glands. Multistranded conductor cables shall be connected by using cable lugs/sockets. Cable lugs shall preferably be crimped. They shall be of proper size and shall correspond to the current rating and size of the cable. Twisted connections will not be allowed.
- All cable glands, armoring and sheathing of electric cables, metal circuits and their fittings, metallic fittings and other non-current carrying parts of electrical equipment and apparatus shall be effectively grounded.
- All the Distribution Boards, switches, fuse units, bus bar chambers, ducts, cubicles etc. shall have MS enclosures and shall be dust, vermin and water proof. The Distribution Boards, switches etc. shall be so fixed that they shall be easily accessible, change shall be done only after the approval of the Departmental Electrical Engineer. Distribution Boards used inside the process units shall be of Flame Proof type (Intrinsically safe type).
- Each Distribution Board shall have ELCB of 30mA max capacity.
- The contractor shall provide proper enclosures / covers of approved size and shape for protection of all the switchboards, equipment etc. against rain. Exposed live parts of all electrical circuits and equipment shall be enclosed permanently. Crane trolley wires and other conductors which cannot be completely insulated shall be placed such that they are inaccessible under normal working conditions.
- Iron soclad industrial type plug outlets are preferred for additional safety.
- Open type Distribution Boards shall be placed only in dry and ventilated rooms; they shall not be placed in the process units, vicinity of storage batteries or otherwise exposed to chemical fumes.

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- Isolating switches shall be provided close to equipment for easy disconnection of electrical equipment or conductors from the source of supply when repair or maintenance work has to be done on them.
- In front of distribution boards a clear space of 90cm shall be maintained in order to have easy access during emergency.
- Adequate working space shall be provided around electrical equipment, which require adjustment or examination during operation.
- As far as possible electrical switches shall be excluded from a place where there is danger of explosion. All electrical equipment such as motors, switches and lighting fittings installed in workroom where there is possibility of explosion hazard shall be explosion proof.
- All connections to lighting fixtures, starters or other power supplies shall be provided with PVC insulated, PVC sheathed twin/three/four core wires to have better mechanical protection for preventing possible damage to equipment or injury to personnel. Taped joints shall not be allowed. Electric starter of motors, switches shall not be mounted on wooden boards. Only sheet mounting or iron framework shall be used.
- All the lighting fixtures and lamp holders shall be of good quality and in good condition. Badly repaired or broken holders, etc. shall not be used.
- Only PVC insulated and PVC sheathed wires or armoured PVC insulated and sheathed cables shall be used for external power supply connections of temporary nature. Weatherproof rubber wires shall not be used for any temporary power supply connections.
- Taped joints in the wires shall not be used. In case joints are required on electrical cables then only heat shrinkable PVC sleeves will be allowed.
- The bulbs/lamps used for illumination and testing purpose shall have cover or guard to protect them from accidental breakages. Only 24V supply system shall be used for hand lamps etc. while working inside metallic tanks or conducting vessels (Confined spaces).
- After installation of new electric system and or other extensive extensions to existing installations, thorough inspection shall be made by Contractor's Electrical Engineer before the new system or new extension is put in use.

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- All persons who work with electrical installation/equipment shall be aware of the electrical hazards, use of protective devices and safe operational procedures. They shall be given training in fire fighting, first aid and artificial resuscitation techniques, location of isolation switches, etc.
- The supervisor shall instruct the workers in the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pullers, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.
- No material or earthwork shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.
- Separate work permits shall be issued for individual group leaders working on the same system which shall be returned after the completion of the work to the Engineer-In-Charge.
- Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energised and ascertained to be dead by positive test with an approved voltage testing device. Switches shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two important aspects viz. LOTO system to be followed.
- That there shall be no danger from any adjacent live parts and
- That there shall be no chances of re-energisation of the equipments on which the persons are working. (Tag out and lock out LOTO system to be strictly followed).
- While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
- When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions, one would not “freeze” to the conductor.
- Operation of electrical equipment shall be avoided when standing on wet floor or when hands are wet. Rubber mats should be placed in front of Panels / Distribution Boards as per Indian Standards.
- Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.

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- When two persons are working within reach of each other, they shall never work on different phases of the supply.
- When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment / circuit.
- It shall be ensured that the insulation and wire size of extension cords is adequate for the voltage and current to be carried.
- While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs (Naked Wire is prohibited) shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joint free cables shall be used for connecting equipment/Use of apparatus.
- Floors shall be kept free from trailing electrical cables to avoid tripping hazard.
- Power supply to all the machines and lighting fixture shall be switched off when not in use.
- Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the contractor shall dismantle the distribution boards and the other facilities he may have erected.
- Unauthorised tapping of power by others from distribution boards under the control of the contractor shall be prohibited at all circumstances.
- No flammable materials shall be stored in any working area near the switchboards.
- Safety work permits shall be used for switching off the main feeder and equipment by the contractor.
- “MEN ON LINE” “DO NOT SWITCH ON” “DANGER” or “CAUTION” boards as applicable shall be used during maintenance works on the electrical equipment.

30. PORTABLE ELECTRICAL EQUIPMENT:

- Portable electrical tools must be examined, maintained and tested daily, fortnightly and quarterly so that the equipment and its leads are in good order. Register shall be maintained for inspection recording the testing dates

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and results of the equipments. Inspection checklists to be formed to that effect. The recertification of lifting tools, tackles, equipments etc. must be carried out well before the expiry of its validity period.

- All portable appliances shall be provided with three core cable and three pin plugs. The third pin of the plug shall invariably be earthed. It shall be ensured that the metal part of the equipment shall be effectively earthed.
- All connections to portable equipment or machines from the panel/distribution board/extension board shall be taken using 3 core double insulated PVC flexible copper wire in one length. No joints shall be allowed in this flexible wire. In case length of wire is not sufficient for a particular location then the supply can be tapped by providing another extension board comprising of switch, socket and ELCB of 30mA max.
- Flexible cables for portable lamps, tools and apparatus shall be regularly examined, tested periodically and maintained to ensure safety.
- For excavations, one time clearance from electrical is required for a particular area.
- Contractor shall get their welding machine / Stress Relieving (SR) electrical equipment / all portable machine certified by MRPL / MRPL authorised contractor and seal will be fixed on machine to that effect. Certificate from third party mentioning the checks carried out, repairs carried out and safe to use to be submitted to Engineer Incharge.

Revalidation to be done once in 4 months. In case contractor does not comply, it will be done by MRPL and four times the cost of repair will be back charged to contractor.

- In case of welding, separate return cable from job piece to welding machine to be connected. Wires not to be used. PVC insulated cables only to be used.
- All lighting circuits/temporary connections for portable machine should have ELCB's of 30mA capacity max.
- All ELCBs to be tested once in 15 days using ELCB testers (and not by the lamp with open wires) and record maintained. Also separate register for ELCB trips (TRIP REGISTER) shall be maintained. It shall be daily signed by the site Incharge of the contractor.
- Earthing of Neutral, which will act as return path, is not allowed.
- Electricians should have wireman license.
- During monsoons, monsoon protection for electrical equipment to be done.

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- All feeders in contractor distribution panel to be clearly lettered with load details for isolation incase of emergency.
- Insulated tools like screwdriver, cutting plier, tester to be used.
- Each contractor should have one set of multimeter, ELCB tester and tong tester.
- First aid kit to be available.
- The contractor must have a team of Experienced Electricians (having minimum of 10 yrs. experience in carrying out safety inspection and testing of Electrical Equipments, tools, portable electrical machines and appliances etc.) to conduct periodical (Daily, fortnightly, monthly and quarterly) inspection and testing of Electrical Equipments, tools and portable electrical machines, tools and appliances and to maintain its records.
- All power cable ends should have industrial plug on one side and other end directly into the machine. (No naked end pinning into will be permitted).
- For any job within MCC / SRR a work permit will be issued by MRPL operation. Job should not be started without these permits.

31. ROLE OF CONTRACTOR INCASE OF EMERGENCY AND SIREN:

- Contractor shall instruct his workers to follow instructions strictly in case of fire siren / emergency or if advised or felt necessary by Engg. In-charge. If evacuation is ordered they must leave the work site and proceed towards the nearest designated assembly point. The contractor and its employees MUST follow specific instructions (Roles and Responsibilities incase of fire / onsite emergency) that will be given during training from time to time. All contractor employees MUST undergo such training, before their deployment at the work site. Contractor shall arrange & conduct such trainings for his employees and also employees of sub-contractors.
- Contractor shall instruct his workers to stop all jobs immediately incase release of liquid/gas/toxic/hazardous chemicals etc, and inform the concerned MRPL personnel available at site.

32. TRAINING:

- The contractor to conduct Induction training of all employees and record maintained.
- The contractor will have to depute all his employees (including Engineers, supervisors and workmen), before they commence work for the first time at MRPL site and subsequently once in a year, to undergo Safety training. They will get photo gate passes only after the completion of the training. Contractors MUST have and get conversant with Material Safety Data Sheets of all the Chemicals in MRPL. It is a MUST for them to carry the photo passes with them and produce it when demanded at site.

- Tool box talks to be conducted every day before starting of each shift and before commencing of work after lunch break by the concerned Engineer.

33. LIST OF PERSONAL PROTECTIVE EQUIPMENTS:

The contractor must pose the following minimum safety Items cum Personal Protective Equipments. All Personal Protective Equipments used at site to be of approved make.

34. MANDATORY FOR THE CONTRACTOR EMPLOYEES WHILE WORKING INSIDE REFINERY:

* Deployment of adequate nos. of safety officers as per table above and making available the mandatory items as per the minimum list below is a MUST as a part of mobilization activity.

1. Safety Helmet.

2. Safety shoes (Conforming to IS standards with ankle protection, steel toe and anti-skid / acid, alkali and water proof soles).

3. Hand gloves (Leather impregnated cotton hand gloves).

4. Spectacle type goggles with toughened glass lenses, plain face shields with and without chin guards.

The contractor must use the "ISI" marked Personal Protective Equipments specific to the job.

It is mandatory to have minimum backup stock of all the PPEs in addition to what is already in use at site.

35. SPECIFICATIONS FOR SAFETY HELMETS-HDPE:

1. Helmet Safety Industrial HDPE white colour.

2. Contractor's Logo at front side.

3. Conforming to IS 2925, ISI marked & DGMS approved.

4. Nape strap type adj. type 6 point adj. head band & sweat band with 3/4" Cotton Chin strap.

* Green helmets for Safety Personnel and Red helmets for electricians to be provided and used by them.

36. SPECIFICATION FOR FULL BODY SAFETY HARNESS) SAFETY BELT

Full Body Safety Harness (Safety belts) must be double lanyard type with scaffolding hook having self closing latch (spring type).

Different type of hooks to be available based on the nature of job / type of support. Safety belts

should be ISI marked and should conform to IS 3521 and DGMS approved and stamped.

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Safety belts, safety straps, lifelines, permanent anchors and connections should both separately and when assembled:

- a) Be capable of supporting safely a suspended load of at least 450 kg (1,000 lb) ; and
- b) Have a breaking strength of at least 1,150 kg (2,500 lb).

If hooks are used for attaching safety belts to fixed anchors, they should be self closing safety hooks of various types and sizes.

When a lifeline or safety strap is liable to be served, cut, abraded or burned, it should consist of a wire rope or a wire-cored fiber rope.

Safety straps should be so fastened to safety belts that they cannot pass through the belt fittings if either end comes loose from its anchorage.

Metal thimbles should be used for connecting ropes or straps to eyes, rings and snaps. Safety belts, safety straps and lifelines should be so fitted as to limit the free fall of the wearer to 1m (3ft 3in).

37. SPECIFICATION FOR FALL ARRESSTOR DEVICE:

Fall arresstor device with self-retracting cable integrating locking mechanism combined with an energy deception element fully automatic having cables of various lengths, ISI and DGMS and or any international approval. Only Poly Amide rope shall be used.

38. SPECIFICATION FOR DUST MASK:

Dust Mask made of superior quality non-aging chemical-resistant rubber half face piece with reflex sealing flaps for protection against nuisance dust, (<0.5 micron) toxic dusts, gases and vapours with replaceable filters.

39. SPECIFICATION FOR REPLACEABLE FILTERS

For protection against nuisance dust, toxic dusts, gases and vapours upto a concentration of 500 ppm. To be fitted on aforesaid Dust Mask

40. SPECIFICATION FOR SAFETY SHOES

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1. Safety Shoes, Jodhpury style- as per is 11226- 1985 with guarantee for 1& 1/2 years (all weather).
2. Acid/ alkali/ waterproof heat resistant, antiskid green PVC Nitrile sole.
3. Steel toe cap as per relevant “IS”.
4. Upper plain leather, high ankle, with metallic 4 eyelets.
5. ISI marked.
6. The supplier should give guarantee of use of safety shoes during rainy season.

41. STANDARD SPECIFICATION FOR PVC HAND GLOVES

Hand contoured for greater comfort & feature an embossed nonslip grip for handling wet or greasy objects cotton flock lining absorbs perspiration maximises easy on/off black with straight cuff each pair pack.

42. SPECIFICATION FOR ELECTRICAL PPE (SHOCK PROOF)

Hand gloves used for live electrical works shall be of proper electrical rating.

Electrical (shock proof) Safety Shoes (Jodhpury type) with acid/ alkali/ water proof, heat resistant, antiskid sole with guarantee for 1&1/2 years (all weather).

1. Upper plain leather.
 2. ISI marked & latest certificate of testing from any of the govt. recognised institution for electrical resistance.
- GUMBOOTS with steel toe should be used by personnel during rainy season.

The aforesaid guidelines are the minimum safety requirements and the contractor should exceed them so as to achieve “ZERO ACCIDENT” which is our MOTO.

43. TYPE SAFETY VIOLATIONS AND PENALTY SYSTEM:

All the contractors working for MRPL shall strictly follow the safety norms as per the rules and regulations of MRPL. Contractors who violate safety norms while executing the jobs will be penalized financially.

The details of penalty amount against each safety violations is enclosed as Annexure-B.

Annexure B

SL No	Type of Safety Violations	Amended/New penalty
1	No Lost Time Incident (NLTI) – Reporting back to duty within 48 hrs	First occasion Rs 2,500/- Second occasion Rs 5,000/- Third occasion Rs 10,000/- In addition to other expenses borne by contractor towards treatment. Existing Policy: none
2	Reportable Lost Time Incident (RLTI) –	First occasion Rs 10,000/-

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	No reporting to duty within 48 hrs	Second occasion Rs 25,000/- Third occasion Rs 50,000/- In Addition to other expenses borne by contractor towards treatment. Existing Policy: none
3	Disability	Rs 1,50,000/- per person Existing Policy: none
4	Fatal	Rs 5,00,000/- per person
5	Vehicle Accident – Vehicle damaging Property or Vehicle to Vehicle Accident.	Rs 25,000/- and Repairs/damage/restoration Existing Policy: none
6	For not using Personal Protective Equipment like (Safety Helmet, Safety Goggles, Safety Shoes, Hand gloves, Boiler suit, etc)	Rs 500/- Per day/ per item/ per person for first violation. Rs 1,000/- for second onwards.
7.	Working without permit/ Clearance (Cold Work)	Rs 5,000/- per occasion After 3 violations, holiday listing for 6 months.
8	Hot work without proper permit/ Clearance	Rs 10,000/- per occasion. After 3 violations, holiday listing for 6 months
9	Non-use of safe electricity at work site (non installation of ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire/ cables on the roads, etc.	Rs 3,000/- per item
10	Working at heights without safety belt (Full Body Safety Harness), using non-standard scaffolding and not arranging fall protection arrangement as required	First occasion Rs 2,500/- Second occasion Rs 5,000/- Third occasion Rs 10,000/- After three occasions, holiday listing for 6 months
11	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips, double gauge regulator, Improper storage/ handling).	Rs 500/- per occasion
12	Non fencing/ barricading of excavated areas	Rs 1,000/- per occasion
13	Use of domestic/ commercial LPG cylinder for cutting purpose	Rs 1,000/- per occasion.

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14	Non-display of name board, permit, etc at site	Rs 500/- per occasion
15	Not providing shoring/ strutting/ proper slope and not keeping the excavated earth at least 1.5m away from the excavated area	Rs. 2,000/- per occasion

16	Wrong parking of vehicles or parking the vehicles at non-designated places inside refinery	Rs 1,000/- per occasion
17	Absence of contractor representative in refinery safety meetings whenever called	Rs 3,000/- per meeting
18	Non-deployment of safety supervisor/ supervisor responsible for safety at work site required as per Special Safety Conditions	Rs 3,000/- per day
19	Failure to maintain safety register and records by contract Safety Supervisor or the Supervisor responsible for safety	Rs 1,000/- per day
20	Failure to have daily safety site inspection/ audits, monthly safety meetings and maintain records (by contractors themselves)	Rs. 1,000/- for each occasion
21	Failure to submit monthly safety report by the 5th of the next month to the Engineer-In-Charge	Rs. 1,000/- per occasion
22	Poor Housekeeping	Rs 1,000/- per site/ per day
23	Failure to follow injury reporting system	Rs 10,000/- per occasion
24	Violation of safety condition as per Job Safety Analysis (JSA)	Rs 10,000/- per occasion
25	Over-Speeding of vehicle i.e speed > 16 KMPH while driving inside refinery	The driver will be removed and gate pass will be withdrawn. Contract will be cancelled upon repeated <u>three violations</u>
26	Overtaking of vehicles while driving inside refinery	The driver will be removed and gate pass will be withdrawn Contract will be cancelled upon repeated <u>three violations</u>
27	Driving of vehicle without valid license	First occasion Rs 1,000/- Second occasion Rs 2,000/- The driver will be removed and gate pass will be withdrawn.

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28	Driving vehicle without PESO approved or PESO approved but damaged spark arrester	The driver will be removed and gate pass will be withdrawn. Contract will be cancelled upon repeated three violations.
29	Driving vehicle on “NO ENTRY ROADS”	The driver will be removed and gate pass will be withdrawn. Contract will be cancelled upon repeated three violations.
30	Denying to produce the photo Gate Pass on demand	Rs 500/- per person per occasion
31	Contract worker found drunk/intoxicated state inside the refinery	Rs 15,000/- per person per occasion

Standard Operating Procedure for Social Distancing at MRPL

Sl. No.	Procedure	Action plan
1	All areas in the premises including the following shall be disinfected completely using user friendly disinfectant mediums a. Entrance Gate of building, office etc. b. Canteens and pantries c. Meeting room, Conference halls / open areas available/ veranda/ entrance gate of site, bunkers, porta cabins, building etc. d. Equipment and lifts. e. Washroom, toilet, sink, water points etc. f. Walls/ all other surfaces	Disinfection of all the areas and Refinery Township on regular intervals is being strictly followed.
2.	For workers coming from outside, special transportation facility will be arranged without any dependency on the public transport system. These vehicles should be allowed to work only with 30-40% passenger capacity.	Being followed.
3	All vehicles and machinery entering the premise should be disinfected by spray mandatorily	All vehicles hired by MRPL are being disinfected at regular intervals.
4	Mandatory thermal scanning of everyone entering and exiting the work place to be done	Body temp monitoring all who are entering and exiting through all the gates in all the shifts being done.
5	Medical insurance for the workers to be made mandatory.	Medical insurance is available for MRPL employees. Term insurance is available for contract workers apart from ESI.

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6	Provision for hand wash & sanitizer preferably with touch free mechanism will be made at all entry and exit points and common areas. Sufficient quantities of all the items should be available	Hand wash and sanitisers are kept in all the places. Sufficient stock is available.
7	Work places shall have a gap of one hour between shifts and will stagger the lunch breaks of staff, to ensure social distancing	Shift/ General shift timings are staggered to ensure social distancing.
8	Large gatherings or meetings of 10 or more people to be discouraged. Seating at least 6 feet away from others on job sites and in gatherings, meetings and training sessions.	Awareness through circular and office orders. Necessary care is taken in seating to maintain distance.
9	Not more than 2/4 persons (depending on size) will be allowed to travel in lifts or hoists.	Awareness through circular and intranet.
10	Use of staircase for climbing should be encouraged	Awareness through circular and intranet
11	There should be strict ban of gutka, tobacco etc, and spitting should be strictly prohibited.	Awareness through circular and intranet
12	There should be total ban on non-essential visitors at sites.	Awareness through circular and intranet
13	Hospitals/clinics in the nearby areas, which are authorised to treat COVID-19 patients, should be identified and list should be available at work place all the times.	List prepared and available in Hospital.

NOTE:

“Bidders shall comply with the Covid guidelines issued by Government of India/ Government of Karnataka or other concerned authorities as applicable from time to time in Mangaluru/Dakshina Kannada District.”



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Annexure IX to SPECIAL CONDITIONS OF CONTRACT is DELETED

ANNEXURE X TO SPECIAL CONDITIONS OF CONTRACT is DELETED

ANNEXURE XI TO SPECIAL CONDITIONS OF CONTRACT is DELETED



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TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS
AT
MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE,
KARNATAKA**

TENDER NO. 3200000857

PRICE PART / SCHEDULE OF RATES

PRICE PART / SCHEDULE OF RATES

PREAMBLE TO SCHEDULE OF RATES

**NAME OF WORK: TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL
MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

Tender No. : 3200000857

NAME OF BIDDER: M/s.....

- 1) The Schedule of Rates shall be read in conjunction with all other sections of this Bidding Document.
- 2) The Contractor is deemed to have studied the drawings, specifications and details of works to be done including scope of work, scope of supply and technical specification within the Time Schedule and should have acquainted himself of the conditions prevailing at site.
- 3) The quoted price shall be deemed to be inclusive of all taxes / duties / 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.
The quoted price shall be deemed to be inclusive of all taxes / duties / cess / levies / fees etc excluding GST and CONTRACTOR only shall within their quoted price be liable to pay and bear any and all duties, taxes, levies, cesses etc. lawfully payable or liable to be payable on any goods, equipment or materials imported into India or procured within any local limits for incorporation in the work(s) at contractor’s end.
- 4) **The quantities shown against the various items in the SOR are only approximate and may vary to any extent individually subject to conditions given in General Conditions of Contract/Special Conditions of Contract.**
- 5) **No claim shall be entertained during currency of this Contract towards high/low quoted items due to quantity variation of any item individually or for non-operation of any item in SOR.**
- 6) **Quantities shown in SOR are indicative only. No minimum Quantity/Value is guaranteed. However, Payment shall be released based on the actual Quantity executed by the contractor limited to contract value.**
- 7) MRPL/ reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Rates/ Price from the similar items already available in schedule of rates. In case any activity though specifically not covered in schedule of rates descriptions but the same is covered under scope of work/ scope of supply/ specification/ drawings etc. no extra claim on this account shall be entertained, since Schedule of Rates is to be read in conjunction with all other documents forming part of the Contract.
- 8) All items of work mentioned in the Schedule of Rates shall be carried out as per the specifications, drawings and instructions of Engineer-in-Charge and the rates are deemed to be inclusive of all

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materials, consumables, labour, supervision, tools & tackles and detailing of construction/fabrication drawings, isometric wherever required as per detail specifications and conditions of the Contract.

- 9) Bidder shall quote their prices as percentage variation on total prices. This percentage variation as quoted by the bidder will apply to all work items during execution.
- 10) Bidder shall indicate only the Increase/Decrease (Variation) on total estimated value in terms of percentage upto 2 decimal places in the “Summary of Prices” sheet. Bidder shall not change the pre- filled rate/amount/Item description/unit etc. as indicated in “Schedule of Rates”.
- 11) The Price Bid shall clearly mention the applicable tax rates and the tax amounts to be paid by MRPL. Rates of Goods and Services tax should be indicated in terms of percentage on technical bid. The rate of GST on percentage and amount shall clearly mention in the Price Bid.
- 12) Any new or additional taxes / duties/ cess and any increase in the existing taxes / duties / cess imposed after bid submission date, shall be to MRPL account and any corresponding decrease shall be passed on to the MRPL. Tax at source shall be deducted as per statute.
- 13) Payment of all Taxes, duties, levies, fees & cess is in the scope of the Bidders to the respective authorities. GST paid shall be reimbursed against production of documentary evidence (s) and furnishing all necessary documents (e.g. proper tax invoices, bill or challans, etc). In case Bidders does not furnish such requisite documents then such amount shall not be reimbursed to the Bidders irrespective of whether the bidder has paid such amount to the Tax Authorities.
- 14) The GST rate / amount indicated by the Bidder in this Form shall include both, namely,
i. The amount of GST payable by the bidder and reimbursable by Owner
ii. The amount of GST, if any, payable by Owner, as applicable to recipient of service, as per the reverse charge rule of GST.
- 15) The Bidder's invoice must contain the following:
i. HSN/SAC/STC for materials and accounting code for services.
ii. GSTIN (GST Identification number)
- 16) GST rates and HSN/STC codes quoted by the Bidders shall be considered for evaluation.
- 17) GST TDS as applicable will be deducted from payments and will be remitted to Government on time. After payment of GST TDS by MRPL, TDS certificate will be auto-generated and will be downloadable from GSTN portal by the vendors themselves.
- 18) Quoted rates shall be inclusive of all supplies, labour, materials, consumables, supervision charges, Charges towards all types of insurances, Required PPE'S for the deployed personnel, overheads and all other costs, charges, expenses etc including all applicable taxes/ duties, overhead, day to day expenses and Miscellaneous expenses, **BOCW Cess, Group term Life Insurance Cover (Rs. 10.00 lakhs), expense of annual medical check ups for the resources, it also includes all the taxes, duties, charges towards tools & tackles, consumables, all other expenses etc. towards satisfactory completion of the work, except Good and Service Tax (GST) which shall be payable extra at actuals.**

(SIGNATURE & STAMP OF BIDDER)



**Mangalore Refinery and Petrochemicals Limited
(A subsidiary of Oil and Natural Gas Corporation)**



Instructions to Bidders: Complete all the Highlighted Cells before submission / uploading

Tender No:	3200000857
Tender Description :	E-OPEN TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA

Name of Tenderer :

Sl	Description of items	SOR Value in INR	Service Tarrif Code *	SOR Rate in % (+/-)	Amount in INR
1	As per Schedule of Rates (Prefilled SOR)	2,71,03,940.00	To be quoted in EPS	To be quoted in EPS	2,71,03,940.00
	Total Amount (Rs.) Excluding GST				2,71,03,940.00
	GST			18%	
	Total Cost after GST				XXXXXXXXXX
					Rupees XXXXXXXXXXXX Only

Note:

- Bidder Contractor shall quote Percentage up to two Decimals above or below in the SOR Rates. (Percentage common for all the items as per **Annexure - 1**). Percentage Above or Below means +ve for above and -ve for below SOR Rates. GST shall not be considered for evaluation. Evaluation of the bid shall be as per BEC criteria specified.
- Quoted “%” variation shall be inclusive of all supplies, labour, materials, consumables, supervision charges, Charges towards all insurances, Required PPE’S for the deployed personnel, overheads and all other costs, charges, expenses etc including all applicable taxes/ duties, excluding GST which shall be payable extra at actual.
- “%” Rates to be mentioned only in the online price bid in E-Procurement System (EPS).
- Bidder shall consider the total SOR rate of **Rs 2,71,03,940/- (excluding GST)** as per Annexure-I to Schedule of Rates and quote the percentage variation (increase/decrease) over this rate.
- Break up for the SOR rate is as per Annexure – I.
- Quoted SOR rate shall be firm and fixed till execution of the contract.

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7. **Quantities shown in SOR are indicative only. No minimum Quantity/Value is guaranteed. However, Payment shall be released based on the actual Quantity executed by the contractor limited to contract value**
8. MRPL may call for detailed breakup of the quotes, if required later
9. The contract shall be split among two contractors (L1-60% of value cap, L2-40% of value cap at L1 rate) by MRPL to meet the job requirements.
10. All expenditure related to the scope of work to be included in the quote for the entire period of contract. No revision will be applicable
11. Tax at source shall be deducted as per statute. Any other statutory liability of owner on account of any taxes/ duties/ cess/ fees/ others which is payable under reverse charge mechanism applicable to the bidder shall also be deducted as per statute.



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ANNEXURE 1 - PRE-FILLED SOR

TENDER DESCRIPTION : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA

Tender No: 3200000857

Sl No	Item Description	QTY	UNIT	Unit rate in INR (Excluding GST)	Amount in INR (Excluding GST)
I	EARTHWORK				
1	Earth work in EXCAVATION below ground level for all kinds of works either Manually or using Machinery in ALL TYPES OF SOILS EXCEPT SOFT ROCK AND HARD ROCK as classified in specification for a depth upto 1.5m including removal of vegetation, shrubs and debris, cutting and dressing of sides in slopes, levelling, grading and ramming of bottoms, dewatering of accumulated water from any source and keeping the surface dry for subsequent works and disposal or stacking of excavated material within a lead of 1 KM, as directed including providing temporary supports to existing service lines like water pipes, sewage pipes, electric overhead and underground cables etc. all complete, but excluding shoring and strutting. Manual earth work is to be done wherever no machinery access is available including micrograding	500	m ³	292.00	1,46,000.00
	BACK FILLING				
2	BACKFILLING after execution of the WORK to proper grade and level either Manually or using Machinery with selected materials from available excavated soil from spoil heaps within a LEAD OF 1 KM, including re- excavating the deposited soil excavated earlier, breaking clods, laying at all depths and heights in layers of thickness not exceeding 15 Cms. watering, rolling and ramming by manual methods/ mechanical compactors to achieve 90% laboratory maximum dry density, dressing, trimming etc. in foundations, plinths, trenches, pits etc. all complete. Manual backfilling is to be done wherever no machinery access is available.	300	m ³	172.00	51,600.00
	Transporting & Disposing the surplus earth and debris				

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3	Transporting and disposing the SURPLUS EARTH AND DEBRIS including shrubs and vegetations from construction area beyond the initial LEAD of UPTO 1KM outside the project area including re-excavating the deposited soil excavated earlier, transportation, loading, unloading, laying at all depths and heights, stacking, levelling and dressing both the area (viz. from where the earth is transported and where it is deposited) to required levels and slopes complete with all lifts as directed. Including all Manpower, Machineries(dumpers, excavators etc)	150	m ³	435.00	65,250.00
4	Transporting and disposing the SURPLUS EARTH AND DEBRIS including shrubs and vegetations from construction areas to areas beyond 2KM outside the Project area, including re-excavating the deposited soil excavated earlier, loading, transportation, unloading, and dressing both the area to required levels and slopes complete with all lifts as directed. DISPOSAL AREAS OUTSIDE PLANT BOUNDARY TO BE ARRANGED BY THE CONTRACTOR. Including all Manpower, Machineries(dumpers, excavators etc) {{Disposal area/land shall be arranged by the contractor @ his own risk and cost & contractor shall furnish NOC from area/land owner for dumping the soil in his area.	300	m ³	731.00	2,19,300.00
II	CONCRETE				
	PCC				
5	Providing and laying PLAIN CEMENT CONCRETE either Manually or using Machinery for all depths below and above plinth level in foundations, drains, fillings, non-suspended floors, pavements & ramps, road shoulders, or any other works etc. including shuttering, tamping, ramming, vibrating, curing, etc. all as specified in any shape, position, thickness and finishing the top surface rough or smooth as specified and directed all complete for concrete of nominal mix M10 1:3:6 by mass (1 Cement: 3 Coarse Sand: 6 Crushed Stone Aggregates/Gravels). ALL MATERIALS INCLUDING CEMENT SUPPLIED BY THE CONTRACTOR. Manual laying of PCC is to be done wherever machinery access is not available.	150	m ³	5,725.00	8,58,750.00
	RCC				
6	Below plinth- Providing and laying REINFORCED CEMENT CONCRETE OF M-30 GRADE either Manually or using Machinery with 20 mm and down size graded crushed stone aggregates/ gravel in SUB-STRUCTURE e.g. foundations, raft, beams, slabs, pedestals, pipe sleepers, columns, suspended floors, staircases, landings, steps, brackets etc., applying cement wash on concrete surface (wherever no other surface application is specified), providing pockets, openings, recesses, chamfering, etc., wherever required, vibrating, tamping, curing and rendering if required to give a smooth and even surface etc. (EXCLUDING THE COST OF REINFORCEMENT, SHUTTERING) INCLUDING ADMIXTURES for all depths below and upto plinth level in any shape, position and thickness etc. all complete as specified, shown and directed. ALL MATERIALS INCLUDING CEMENT SUPPLIED BY THE CONTRACTOR. Manual laying of RCC is to be done wherever machinery access is not available.	400	m ³	8,273.00	33,09,200.00

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7	Above plinth- Providing and laying REINFORCED CEMENT CONCRETE OF M-30 GRADE either Manually or using Machinery with 20 mm and down size graded crushed stone aggregates/ gravel in SUB-STRUCTURE e.g. foundations, raft, beams, slabs, pedestals, pipe sleepers, columns, suspended floors, staircases, landings, steps, brackets etc., applying cement wash on concrete surface (wherever no other surface application is specified), providing pockets, openings, recesses, chamfering, etc., wherever required, vibrating, tamping, curing and rendering if required to give a smooth and even surface etc. (EXCLUDING THE COST OF REINFORCEMENT, SHUTTERING) INCLUDING ADMIXTURES for all depths below and upto plinth level in any shape, position and thickness etc. all complete as specified, shown and directed. ALL MATERIALS INCLUDING CEMENT SUPPLIED BY THE CONTRACTOR. Manual laying of RCC is to be done wherever machinery access is not available.	145	m ³	9,246.00	13,40,670.00
III	FORMWORK				
	Centering and Shuttering				
8	Providing and fixing CENTERING AND SHUTTERING in foundations, footings,raft beams, retaining walls, counter-forts, trenches, drains, supports,equipment/machine foundations, pedestals, pipe sleepers, columns, steps etc. for all depths below and upto & inclusive of plinth level including shuttering for single pour concreting, strutting, bracing, propping etc., keeping the same in position during concreting and removal of the same after specified period etc. for Straight/ Inclined Shuttering, keeping necessary provision for inserts, projecting dowels, anchor bolts or any other fixture etc. all complete and as specified and directed. The cost includes all material and manpower.	1500	m ²	435.00	6,52,500.00
	Shuttering Above plinth				
9	Providing and fixing CENTERING AND SHUTTERING in superstructures in retaining walls, jambs, counter-forts, buttresses, equipment/ machine foundations, abutments,columns, lintels, suspended slabs, beams, staircases, landings, steps,pedestals, foundations, steps, etc. for all heights above plinth level including shuttering for single pour concreting, strutting, bracing, propping etc., keeping the same in position during concreting and removal of the same after specified period etc. for Straight/ Inclined Shuttering, keeping necessary provision for inserts, projecting dowels, anchor bolts or any other fixture etc. all complete and as specified and directed. The cost includes all material and manpower.	500	m ²	536.00	2,68,000.00
IV	STEEL				
	HYSD Bars / MS Bars - Non FIM Items				

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10	Supplying and placing in position HIGH YEILD-STRENGTH DEFORMED STEEL BARS REINFORCEMENT of Grade Fe500D TMT conforming to IS:1786, for RCC work including transporting the Steel, straightening, cleaning, decoiling, cutting, bending to required shapes and lengths as per details, binding with 18 SWG black soft annealed binding wire at every intersection, supplying and placing PVC cover blocks, supports, chairs, overlaps, welding, spacers etc. for all heights and depths etc. all complete as directed. SUPPLY OF ALL MATERIAL IN CONTRACTOR'S SCOPE. Measurements in accordance with IS 1200 and approved Bar bending schedule. Authorised laps and splices only will be measured. Chairs of any shape & profile, Spacer bar of any shape & profile, cover block, wastage and binding wire will not be measured and shall be included in the quoted rates.Quoted rate shall be deemed to have considered the above stipulation.Quoted rate to include lead, lift, placing at all levels and as directed.	35	MT	86,619.00	30,31,665.00
11	Placing in position HIGH YEILD-STRENGTH DEFORMED STEEL BARS REINFORCEMENT of Grade Fe500D TMT conforming to IS:1786, for RCC work including transporting the Steel, straightening, cleaning, decoiling, cutting, bending to required shapes and lengths as per details, binding with 18 SWG black soft annealed binding wire at every intersection, supplying and placing PVC cover blocks, supports, chairs, overlaps, welding, spacers etc. for all heights and depths etc. all complete as directed. SUPPLY OF ALL MATERIAL IN CONTRACTOR'S SCOPE. Measurements in accordance with IS 1200 and approved Bar bending schedule. Authorised laps and splices only will be measured. Chairs of any shape & profile, Spacer bar of any shape & profile, cover block, wastage and binding wire will not be measured and shall be included in the quoted rates.Quoted rate shall be deemed to have considered the above stipulation.Quoted rate to include lead, lift, placing at all levels and as directed. STEEL SUPPLIED BY OWNER	10	MT	11,450.00	1,14,500.00
V	STRUCTURAL STEEL				
	General Steel Works				

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12	Transporting (within the site), storing, fabricating & erecting in position and testing/ examining bolted and/ or welded STRUCTURAL STEEL WORKS of Grade E250A / E250BR / E250B0 (confirming to per IS:2062) at all locations and levels UPTO & INCLUSIVE OF 20 m ABOVE HPP/ FGL, including all builtup sections/ compound sections made out of rolled sections and/or plates/ bent plates in all types of structural frameworks, floor beams, stairs, or any other structural items or accessories to support equipments, piping, conveyor galleries, towers, masts, etc., but excluding silos, bunkers, hoppers, etc., cutting to required size, straightening/ bending if required, edge preparation, cleaning, preheating, bolting/ welding of joints, (including sealing the joints of box sections with continuous welding and plugging any open ends & holes of box sections), finishing edges by grinding, fixing in line and level with temporary staging & bracing and removal of the same after erection, grouting with Ordinary Grout or premix free flow Nonshrink Grout as specified (measurement for the grouting will be paid in the relevant item separately), including preparation and submission of detailed fabrication drawings, preparing the surface for painting (SSPC-SP-10) and applying 1 primer coat, 1 intermediate coat and 1 finish coat (Painting shall be done as per SOR item no: 67) as per tender after fabrication etc., all complete. MATERIAL SHALL BE FREELY ISSUED BY THE OWNER.	40	MT	34,064.00	13,62,560.00
VI	ANCHOR BOLTS			-	
13	Supply of all material, fabricating and Installing Anchor bolts to correct level and alignment including supply & fixing necessary MS templates, Nuts, Lock nuts & Washer etc. all complete as required as per Project specifications and drawings. Anchor bolts shall be Chromate treated (if applicable) in addition to hot dip galvanized, the projection of the bolts shall be painted after installation. All anchor bolts shall be rigidly fixed in position using a template before casting concrete, with the projection as indicated on the vendor/standard drawings and minimum edge distance as specified in drawings/project specifications.	800	KG	160.00	1,28,000.00
VII	INSERT PLATES				
14	Supplying, transporting, storing, fabricating and fixing in position M.S. METAL INSERT (with lugs) of any shape made out of flats, plates, rolled sections, pipes etc. providing necessary templates, staging, cutting, straightening, if required, bolting, welding as required and embedding in position on both Plain and Reinforced Cement concrete members inclusive of adjusting shuttering & reinforcement/ any other fixture, welding where necessary, tying and holding to correct level, line and position, any auxiliary dummy structures to support the heavy inserts, painting exposed surfaces with a coat of primer . all complete for all depths and heights as specified and directed. (SUPPLY OF ALL MATERIALS IN CONTRACTOR'S SCOPE). The cost includes all Materials and Manpower	1	MT	97,325.00	97,325.00

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VIII	GROUTING-Non shrink grout				
15	Non Shrink grout: Non shrink Cementitious grout having minimum 28 days compressive strength of minimum 35 N/mm ² used for pedestals/foundations of steel structures, towers, pipe-racks, vessels, small pumps and all non vibrating machinery etc. as per project specification & drawings. The cost includes all material and manpower	10	m ³	56,449.00	5,64,490.00
IX	PLASTERING				
16	Providing 16mm thick average cement plaster in cement mortar 1:3 (1 cement: 3 M-sand) on brick walls/stone masonry/pitching or on concrete surfaces (any height) for manholes, valves pits, inspection chambers, septic tanks, Compound wall, culverts, wing walls, etc. including cleaning and preparation of the surface, scaffolding, curing etc. for all depths and heights complete as per drawings specifications and direction of Engineer-in-Charge. The cost includes all Material and manpower.	100	m ²	240.00	24,000.00
X	GRATINGS/ HANDRAILS				
	GRATINGS				
17	Supplying, fabricating and erecting in position at all levels and locations ELECTROFORGED GALVANISED GRATING (purchased from approved manufacturer by the Contractor) in walkways, platforms, stair treads etc. and in catchbasins, drains, etc. including cutting to required size, shape, making holes, notches, openings of required size, nosing, straightening if required, making the edges smooth, removing the burrs, fixing with manufacturer's supplied galvanised clamps, preparation and submission of fabrication drawings, all complete as specified and directed (SUPPLY OF ALL MATERIALS IN CONTRACTOR'S SCOPE).	1500	KG	195.00	2,92,500.00
18	Erecting in position at all levels and locations ELECTROFORGED GALVANISED GRATING (purchased from approved manufacturer by the Contractor) in walkways, platforms, stair treads etc. and in catchbasins, drains, etc. including cutting to required size, shape, making holes, notches, openings of required size, nosing, straightening if required, making the edges smooth, removing the burrs, fixing with manufacturer's supplied galvanised clamps, preparation and submission of fabrication drawings, all complete as specified and directed (MATERIAL SHALL BE FREE ISSUED BY THE OWNER).	500	KG	69.00	34,500.00
	HANDRAILS				

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19	Supplying, fabricating and fixing in position at all locations 1000mm high INCLINED & HORIZONTAL HAND RAILING (for staircases, platforms, walkways, etc. or any other location as directed) consisting of top rail, mid rail and vertical posts (Maximum spacing 1500mm c/c) with 32mm nominal diameter medium grade M.S. Tubes conforming to IS:1239 including straightening if required, cutting, bending, welding, bolting, grouting with ordinary grout, cleaning, surface preparation, 1 coat primer, 1 coat intermediate and 1 coat finish (Painting shall be done as per SOR Sl. No: 67) as per Job Specification, preparation and submission of fabrication drawings etc. all complete as specified, shown and directed. (SUPPLY OF ALL MATERIALS IN CONTRACTOR'S SCOPE). (Complete handrail work shall be measured as length of top rail only and not length of each element fixed).	600	RM	6,618.00	39,70,800.00
XI	BRICK WORK				
20	Providing and laying BRICK MASONRY WITH BRICKS OF CLASS 5.0 in cement mortar 1:6 (1 Cement : 6 Sand) in one or more brick thickness and in any shape (excluding circular/curved brick masonry) at all depths & levels including the cost of materials, labour, scaffolding/ staging, sampling & testing, soaking of bricks, cutting and laying of bricks, providing recesses, making openings of any shape & size, finishing the joints flush below ground level and raking out the joints above ground level, sealing the gap between masonry and soffit of beam/slab, embedding the fittings & fixtures, curing, etc. all complete as per specifications. ALL MATERIALS INCLUDING CEMENT SUPPLIED BY THE CONTRACTOR.	50	m ³	9,458.00	4,72,900.00
XII	MISCELLANEOUS				
21	Supply and installation of water stopper joint	200	RMT	206.00	41,200.00
22	Erection and Dismantling of scaffolding (Scaffolding materials shall be brought by the contractor)	100	m ³	286.00	28,600.00
23	Supply and laying/installation of LDPE Sheet	50	sqm	100.00	5,000.00
24	Supply and laying of M-sand	100	MT	744.00	74,400.00
25	Deployment of civil labour along with required tools and tackles, any other requirement as and when required as per the instructions of the Engineer-in-charge. One man-day is 8 Hrs duty.	500	man days	687.00	3,43,500.00
26	Supply of Tractor-Trailer of 3T to 5T capacity with driver/operator and with fuel. The cost shall be inclusive of transporting the material loaded from the site and offloading/dumping it within a distance of 5kms from the site and vice-versa, if applicable. One day is 8 hrs duty. Time shall be calculated from the time of entry inside the site premises up to the time of exit from the site. The cost shall include mobilization and demobilization cost.	30	day	3,435.00	1,03,050.00

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27	Supply of Dump Truck of up to 10T capacity with driver/operator and with fuel. The cost shall be inclusive of transporting the material loaded from the site and offloading/dumping it within a distance of 5 kms from the site and vice-versa, if applicable. One day is 8 hrs duty. Time shall be calculated from the time of entry inside the site premises up to the time of exit from the site. The cost shall include mobilization and demobilization cost.	30	day	4,580.00	1,37,400.00
28	Surface dressing				
	Surface dressing of ground including removing vegetation and inquality not exceeding 15 cm depth and disposal of rubbish, lead up to 50 mts and lift up to 1.5 mts for all kind of soil. Manual dressing to be done wherever machine access is not available	3000	M2	24.00	72,000.00
29	RR masonry at plinth level				
	Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand :12 graded stone aggregate 20mm nominal size) at plinth level with cement mortar 1:6 (1 cement : 6 coarse sand) and including pumping out water.	50	M3	5737.00	2,86,850.00
30	RR masonry above plinth				
	Random rubble masonry with hard stone in superstructure above plinth level for super structure, including leveling up with cement concrete 1:6:12 (1 cement :6 coarse sand: 12 graded stone aggregate 20mm nominal size) and poiting with cement mortar 1:3	50	M3	7136.00	3,56,800.00
31	Cement plaster				
a	Providing 12mm cement plaster with cement mortar 1:4 (1cement:4 fine sand) to masonry including rounding of corners wherever required smooth rendering , including cost of materials , labour , curing complete as per direction of EIC. Including racking out of joints.	400	M2	229.00	91,600.00
b	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement: 5 coarse sand) finished with a top layer 6mm thick cement plaster 1:6 (1 cement : 6 fine sand) including racking out of joints.	400	M2	329.00	1,31,600.00
c	Providing 12mm cement plaster finished with a floating coat of neat cement of mix 1:4 (1 cement : 4 fine sand) to masonry including rounding of corners wherever required smooth rendering , including cost of materials , curing complete as per directions of EIC	400	M2	282.00	1,12,800.00
d	Providing flush / ruled / struck or weathered pointing on brick work on cement mortar 1:3 (1 cement : 3 fine sand) after racking joints to depth nicely lining , including cost of materials, labour , curing as per direction of EIC.	300	M2	145.00	43,500.00
e	Providing raised and cut pointing on stone work on cement mortar 1:3 (1 cement : 3 fine sand) after racking joints to depth nicely lining , including cost of materials, labour , curing as per direction of EIC.	300	M2	382.00	1,14,600.00

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32	Soling 230mm				
	Supplying and laying to proper level and size hard core soling in any thickness broken stones of 230 mm and down size as sub base in pavements, below footings, below foundations, floor slabs etc including hand packing, wedging, blinding with murrum, sand, watering, ramming , rolling , manually compacting , dressing etc., all complete as directed by EIC	50	M3	1532.00	76,600.00
33	Pitching in c.m 1:4				
	230mm thick stone pitching filling and pointing with cm 1:4, surface preparation , cost and conveyance of manpower and materials , curing , etc. Complete as per specification.	200	M2	894.00	1,78,800.00
34	Polished granite stone				
	Providing and laying polished granite stone flooring in required design and pattern, in linear as well as curvilinear portions of the building with 18mm thick stone slab over 20mm(average) thick base of cement mortar 1:4(1 cement:4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing,curing and polishing etc. All complete as specified and as directed by EIC.	10	M2	3031.00	30,310.00
35	Flamed granite stone				
	Providing and laying flamed granite stone flooring in required design and pattern, in linear as well as curvilinear portions of the building with 18mm thick stone slab over 20mm(average) thick base of cement mortar 1:4(1 cement:4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing,curing and polishing etc. All complete as specified and as directed by EIC.	20	M2	1998.00	39,960.00
36	Kota stone slab				
	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) : 25 mm thick.	10	M2	1472.00	14,720.00
37	Ceramic glazed wall tiles				
	Providing and fixing ist quality ceramic glazed wall tiles conforming to is : 15622 (thickness to be specified by the manufacture) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by engineerincharge in skirting, risers of steps and dados over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	20	M2	1025.00	20,500.00
38	Ceramic glazed floor tiles				

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	Providing and laying ceramic glazed/antiskid floor tiles 300 x 300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to is:15622 of approved make in colours white,ivory, grey, fume red brown laid on 12mm thick bed of cement mortar 1:4 (1 cement :4 coarse sand) including pointing the joints with white cement and matching pigments etc., complete.	20	M2	813.00	16,260.00
39	Vitrified floor tiles				
	Providing and laying polished vitrified floor tiles of different sizes with water absorption's less than 0.08% and confirming to is: 15622 of approved make in all colours and shades, laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including grouting the joints with white cement and matching pigments etc., complete.	50	M2	1169.00	58,450.00
40	Acid tiles 10mm thick				
	Providing and fixing 10 mm thick acid and/or alkali resistant tiles of approved make and colour in flooring on a bed of 10 mm thick mortar 1:4 (1 acid proof cement : 4 coarse sand) with acid and alkali resistant tiles for chemically exposed areas and joints filled with acid and/or alkali resisting cement as per is : 4457, complete as per the direction of engineer-in- charge.	20	M2	1307.00	26,140.00
41	Acrylic smooth exterior paint				
	Finishing walls with acrylic smooth exterior paint of required shade in new work (two or more coat applied @ 1.67 ltr/10 sqm over and including base coat of water proofing cement paint applied @ 2.20 kg/ 10 sqm).	500	M2	144.00	72,000.00
42	Interior wall painting new work				
	Wall painting with acrylic emulsion paint of interior grade,having voc (volatile organic compound) content less than 50grams/ litre of approved brand and manufacture,(asian paint - apocolite premium emulsion, berger - rangoli total care, dulux- super cover, nerolac- beauty gold) including applying priming coats wherever required to achieve even shade and colour two or more coats on new work.	500	M2	105.00	52,500.00
43	Synthetic enamel paint				
	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade in two or more coats on new work.	300	M2	113.00	33,900.00
44	Interior wall painting old work one coat				
	Wall painting with acrylic emulsion paint of interior grade,having voc (volatile organic compound) content less than 50grams/ litre of approved brand and manufacture (asian paint - apocolite premium emulsion, berger - rangoli total care, dulux- super cover, nerolac- beauty gold), including applying additional coats wherever required to achieve even shade and colour one or more coats on old work.	200	M2	56.00	11,200.00

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45	Interior wall painting old work two coat				
	Wall painting with acrylic emulsion paint of interior grade, having voc (volatile organic compound) content less than 50grams/ litre of approved brand and manufacture (asian paint - apocolite premium emulsion, berger - rangoli total care, dulux- super cover, nerolac- beauty gold), including applying additional coats wherever required to achieve even shade and colour two or more coats on old work.	200	M2	84.00	16,800.00
46	Acrylic paint- old work (one coat)				
	Finishing walls with acrylic smooth exterior paint of required shade in old work (one or more coats applied @ 0.9 ltr/10 sqm)	500	M2	64.00	32,000.00
47	Synthetic enamel paint-old work				
	Painting with synthetic enamel paint of approved brand manufacture of required colour to give an even shade in one or more coats on old work	300	M2	75.00	22,500.00
48	Acrylic paint- old work (two coats)				
	Finishing walls with acrylic smooth exterior paint of required shade in old work (two or more coat applied @ 1.67 ltr/10 sqm) on existing cement paint surface	300	M2	96.00	28,800.00
49	Cement primer				
	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface water thinnable cement primer	200	M2	56.00	11,200.00
50	Flush door plain -30 mm thick				
	Providing and fixing isi marked flush door shutters conforming to is : 2202 (part i) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters, 30 mm thick including isi marked stainless steel butt hinges with necessary screws.	30	M2	2430.00	72,900.00
51	FRP door frame				
	Providing and fixing fiber glass reinforced plastic (FRP) door frames of cross-section 90 mm x 45 mm having single rebate of 32 mm x 15 mm to receive shutter of 30 mm thickness .the laminate shall be moulded with fire resistant grade unsaturated polyester resin and chopped mat. Door frame laminate shall be 2 mm thick and shall be filled with suitable wooden block in all the three legs. The frame shall be covered with fiber glass from all sides. M.s. stay shall be provided at the bottom to steady the frame.	10	M	606.00	6,060.00
52	FRP door shutter				

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	30 mm thick fiberglass reinforced plastic (f.r.p.) flush door shutter in different plain and wood finish made with fire retardant grade unsaturated polyester resin, moulded to 3 mm thick frp laminate all around, with suitable wooden blocks inside at required places for fixing of fittings and polyurethane foam (puf)/ polystyrene foam to be used as filler material throughout the hollow panel, casted monolithically with testing parameters of f.r.p. laminate conforming to table - 3 of is: 14856, complete as per direction of engineer-in-charge	10	M2	3418.00	34,180.00
53	App sheet - 3 mm thick				
	Providing and laying app (atactic polypropylene polymer) modified prefabricated five layer, 3mm thick water proofing membrane, black finished reinforced with glass fibre matt consisting of a coat of bitumen primer for bitumen membrane @ 0.40 ltr sqm. By the same membrane manufactured of density at 25°c, 0.87 0.89 kg ltr and viscosity 70 160 cps. Over the primer coat the layer of membrane shall be laid using butane torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under : joint strength in longitudinal and transverse direction at 23°c as 350 300 n 5cm. Tear strength in longitudinal and transverse direction as 60 80n. Softening point of membrane not less than 150°c. Cold flexibility shall be upto 2°c when tested in accordance with astm, d 5147. The laying of membrane shall be got done through the authorised applicator of the manufacturer of membrane :3 mm thick	100	M2	461.00	46,100.00
54	Fixing galvalume sheet				
	Supply, Providing and fixing colour coated galvalume metal sheet as per as1397 of approved manufactures (TATA/JINDAL/CRIL/LLYOD/TRACDEC) of approved colour and profile at all levels using 0.50 mm total coated thickness, alloy coating class az150, zinc- aluminium alloy coating mass not less than 150 grams/sqm (both sides) 550mpa yield strength roofing sheets fixed on to purlin with joints overlapped & fastened using 5.5 mm dia., 65 mm long self drilling and self tapping fasteners having mechanically plated zinc tin coating (25-30% tin balance zinc) of minimum thickness of 45 microns confirming to corrosion resistant class 3 as per as 3566 (itw buildex or corrosshield make) with epdm bonded metal washers, side laps, capping & flashing fastened with self drilling stitching screws at spacing not exceeding 500 mm including ridges of similar type, corner, curved sheets complete as directed by EIC.	1000	M2	767.00	7,67,000.00
55	Fixing polycarbonate transparent sheet 2mm thick				
	Providing and fixing 2mm thick rigid polycarbonate transparent roof glazing sheet (ge or tuffline) with corrugations/plain of required colour, fixing to existing structural frame work using necessary self drilling fasteners, epdm gaskets, weather sealent of doweseal or equivalent and necessary tools and tackles complete as directed by EIC.	50	M2	1413.00	70,650.00
56	Bitumen emulsion S1				

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	Providing and applying prime coat with S1 grade bitumen emulsion on a prepared granular surface such as wmm/wbm at the rate of 0.90 kg / sqm using mechanical means all complete as per specification	800	M2	46.00	36,800.00
57	Pot hole filling				
	Removal of all failed material, trimming of completed excavation to provide firm vertical phases, cleaning of surface, painting of tack coat on the sides and base of excavation as per close 500.3, backfilling the pot hole with hot bituminous material as per close 500.4, compacting, trimming and finishing the surface for form a smooth continuous surface, all as per close 3004.2 complete as per the specifications. Morth specification number 3004.2	200	M2	166.00	33,200.00
58	Retro-reflective road marking				
	Providing and laying of hot applied thermoplastic compound 2.5 mm thick and upto 10 cm width including reflectorising glass beads at 250 gms per sq.m area, thickness of 2.5 mm is exclusive of surface applied glass beads as per irc:35. The finished surface to level, uniform and free from streaks and holes completed as per specifications (mort& h specification no.803) and as directed by engineer in charge.	20	M2	503.00	10,060.00
59	Wet mix macadam				
	Providing, laying, spreading and compacting graded stones aggregate to wet mix macadam specifications including pre mixing the material with water at omc in mechanical mix plant carriage of mixed method of tripper to site, laying in uniform layers with paver in sub-base/ base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specifications (morth specification no.406) and as directed by engineer in charge.	1000	M3	2519.00	25,19,000.00
60	Providing and laying concrete curbing				
	Providing and laying concrete curbing for the both side of paving blocks in 300 x 300 x 100mm & finishing with cm 1:4 for edge restraining and cement grout finish to the required line and level incld all materials,labour, transportation,area clearing and excavation if required etc., all complete and directed by EIC	1500	RM	283.00	4,24,500.00
61	Laying of paving blocks 80 mm thick				
	Providing and laying 80mm thick factory made chamfered edge cement concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using pu mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per requiredsize and pattern, finishing and sweeping extra sand. Complete all as per direction of engineer-in-charge.(M-30 grade)	1000	M2	872.00	8,72,000.00
62	Bitumen expansion joint				

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	Providing and filling in position rubberized bitumen hot sealing compound for sealing of expansion joints in roads / pavements all complete as per direction of the engineer-in-charge.using grade 'a' sealing compound conforming to IS: 1834. including cutting of groove in RCC/PCC	300	M	6.00	1,800.00
63	Bitumen fiber board for expansion joint				
	Providing and fixing in position 12mm thick bitumen impregnated fiber board conforming to IS: 1838, including cost of primer, sealing compound grade-A in expansion joints.	20	M2	520.00	10,400.00
64	GI chain link fabric fencing(pvc coated)				
	Providing and fixing GI chain link PVC coated fabric fencing of required width in mesh size 50x50mm including strengthening with 2mm dia wire or nuts, bolts and washers as required complete as per the direction of engineer incharge : made of g.i. wire of dia. 4mm, pvc coated to achieve outer dia. Not less than 5mm in required colour and shade.	150	M2	752.00	1,12,800.00
65	GI barbed wire fencing				
	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire 9.38 kg per 100 m minimum between the two posts fitted and fixed with g.i. staples, turn buckles etc. Complete. Cost of posts, struts, earth work and concrete work to be paid for separately : payment to be made per metre cost of total length of barbed wire used : with GI barbed wire	20	M	21.00	420.00

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67	<p>Supplying, transporting, storing, fabricating & erecting in position and testing/ examining bolted and/ or welded STRUCTURAL STEEL WORKS of Grade E250A / E250BR / E250B0 (confirming to per IS:2062) at all locations and levels UPTO & INCLUSIVE OF 20 m ABOVE HPP/ FGL, including all builtup sections/ compound sections made out of rolled sections and/or plates/ bent plates in all types of structural frameworks, floor beams, stairs, or any other structural items or accessories to support equipments, piping, towers, masts, etc., cutting to required size, straightening/ bending if required, edge preparation, cleaning, preheating, bolting/ welding of joints, (including sealing the joints of box sections with continuous welding and plugging any open ends & holes of box sections), finishing edges by grinding, fixing in line and level with temporary staging & bracing and removal of the same after erection, grouting with Ordinary Grout or premix free flow Nonshrink Grout as specified(measurement for the grouting will be paid in the relevent item separately), including preparation and submission of detailed fabrication drawings, preparing the surface for painting (SSPC-SP-10) and applying pre-erection/ shop primer and all coats as per tender after fabrication etc., all complete. SUPPLY OF ALL MATERIAL IN CONTRACTOR'S SCOPE.</p> <p>Fabrication, erection & 3 coat epoxy painting of structural steel:</p> <p>a) Fabrication & erection of MS structures (structural steel supplied by contractor. Supply of materials like beams, channels, angles, plates, anchor bolts, fasteners etc. Required for completion of work).</p> <p>b) Supply & application of 3 coat epoxy paint: supply of required quantity/type of paint, surface preparation and application.</p> <p>1) one primer coat of epoxy mastic, 100 microns dft</p> <p>2) one intermediate coat of epoxy highly build polyamide cured, 100 microns dft</p> <p>3) one finish coat of acrylic polyurethane aliphatic isocyanate cured (white/grey), 40 microns dft.</p> <p>For fabricated/replaced structural steels as per MRPL painting spec</p>	8000	KG	99.00	7,92,000.00
68	With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works on exisiting steel structures as directed by EIC	200	M2	39.00	7,800.00
69	Demolishing works				
a	Demolishing PCC manually/ by mechanical means including disposal of material within 50 metres lead as per direction of engineer in charge.	50	M3	1069.00	53,450.00
b	Demolishing RCC work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 meters lead as per direction of engineer-in-charge.	50	M3	2525.00	1,26,250.00

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c	Demolishing brick work in cement mortar manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of engineer-in-charge.	40	M3	830.00	33,200.00
d	Demolishing stone rubble masonry in cement mortar manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of engineer-in-charge.	50	M3	1357.00	67,850.00
e	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 meters lead for thickness of tiles 10mm to 25 mm	50	M2	39.00	1,950.00
f	Dismantling WBM manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of engineer-in-charge: water bound macadam road	45	M2	122.00	5,490.00
70	NP2 RCC hume pipe				
a	Providing and laying nonpressure np2 class light duty RCC pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 1 cement : 2 fine sand including testing of joints etc. Complete :250 mm dia. RCC pipe	10	M	699.00	6,990.00
b	Providing and laying nonpressure np2 class light duty RCC pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 1 cement : 2 fine sand including testing of joints etc. Complete :300 mm dia. RCC pipe	10	M	778.00	7,780.00
c	Providing and laying nonpressure np2 class light duty RCC pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 1 cement : 2 fine sand including testing of joints etc. Complete :600 mm dia. RCC pipe	10	M	1809.00	18,090.00
d	Providing and laying nonpressure np2 class light duty RCC pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 1 cement : 2 fine sand including testing of joints etc. Complete :900 mm dia. RCC pipe	10	M	3674.00	36,740.00
71	Cleaning of expansion joint by air blower to remove dust ,dirt, looser particles including removal of latiance and cleaning the inside of expansion joint with compressed joint with compressed air, repairing the edges of the joint , providing and applying masking tape and backer rpd, providing and applying primer with primer , providig & applying polyuretane based joint sealant up to a joint width up to 40mm (as approved by engineer incharge) by caulking gun as per standard method (which was approved by engineer incharge) including tooling, finishing in a convexprofile etc.	100	RM	649.00	64,900.00
72	Spraying of tack coat using rapid setting bitumen emulsion rs 1 type confirming is 8887 type at the rate of 0.4 kg/ sqm	1500	M2	12.00	18,000.00
73	Providng and laying premix carpet for tank pads with mixture of bitumen emulsion m s type confirming is 8887 (6% of the wt. Of aggregate)and stone chippings (12 mm and 6 mm down size in the ratio 3:2) to a layer of 50 mm thick , compacting each layer. Including spraying of sand at the final surface at the rate of 0.5cum/ 100 sqm, materials as per enclosed specification and as directed by EIC. (rate excluding application of tack coat.)	20	M2	660.00	13,200.00

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74	Providing the services of hydra crane on hire having 15 ton or more lifting capacity, including cost of diesel, oil, driver, helper, consumables, etc., as per the instruction of EIC. (for emergency jobs other than in this SOR)	50	HR	1006.00	50,300.00
75	Providing Tractor with compressor and pneumatic jack hammer or hand chipper inclusive of operator, helper, tools, fuel, oil, consumables etc.	50	HR	733.00	36,650.00
76	Supply and fixing of Concorcina Coil of 750 MM dia at all heights upto 5 mtr including scaffolding/machinery/manpower required for fixing and horizontal wires as required for tightening as directed by EIC	100	M	341.00	34,100.00
77	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a 12mm thk plaster coat and floating coat of neat cement, including cement slurry etc. Complete. 40 mm thick with 6 to 10 mm nominal size stone aggregate for roof slab, floors, gutters and chajja etc including compaction, finishing, making grooves and curing etc all complete.as directed by EIC.	30	M2	437.00	13,110.00
78	Providing, hoisting and fixing precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window sills , trench slabs , lintels, cover slabs etc and the like, including the cost of required centering, shuttering but , excluding cost of reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-iii) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	30	M3	8341.00	2,50,230.00
79	Providing and fixing 3/4" x 24 g chicken mesh/ gi wire netting using concrete nails, u shape nails, gi binding wire etc all complete	30	M2	59.00	1,770.00
80	Providing & laying hdpe liner sheet using 1.0 mm thick(1000microns) high density poly ethlene as per requirement and as directed by EIC.	20	M2	474.00	9,480.00
81	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50mts lead.as per directions of EIC.	10	M2	39.00	390.00
82	Providing and fixing in position of SS304 handrail high decorative stainless steel railing comprising of 25mm dia, 1.6mm thick stainless steel handrail pipe fixed over stainless steel balusters of 25 mm dia stainless steel balusters fixed @ approx.600mm c/c, 1 nos.25mm dia, 1.6mm thick stainless steel intermediate pipe runners running parallel to the handrail (fixed to the balusters),complete in all respects including works like making(machine drilling) exact size holes in the floor finish, providing melted lead for fixing the baluster, making goodall the damaged floor or any other work, providing stainless steel caps at the base of each baluster (to coverfully the cut out in the floor), buff polishing of all welded joints at site to match exactly with the factory polished stainless steel members etc.	100	FT	560.00	56,000.00

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83	Providing and fixing in position of SS 304 handrail high decorative stainless steel railing comprising of 50mm dia, 1.6mm thick stainless steel handrail pipe fixed over stainless steel balusters of 40mm dia stainless steel balusters fixed @ approx.800mm c/c, 3 nos.19mm dia, 1.6mm thick stainless steel intermediate pipe runners running parallel to the handrail (fixed to the balusters),complete in all respects including works like making(machine drilling) exact size holes in the floor finish, providing melted lead for fixing the baluster, making good all the damaged floor or any other work, providing stainless steel caps at the base of each baluster (to coverfully the cut out in the floor), buff polishing of all welded joints at site to match exactly with the factory polished stainless steel members etc.	100	FT	819.00	81,900.00
84	Concrete core cutting using diamond m/c HILTI DD 200 make or any other approved m/c for specified diameter and required depth including manpower tools and tackles etc., complete as per the direction of EIC. For 150 mm dia	400	MM	4.00	1,600.00
85	Concrete core cutting using diamond m/c HILTI dd 200 make or any other approved m/c for specified diameter and required depth including manpower tools and tackles etc., complete as per the direction of EIC. For 200 mm dia	400	MM	5.00	2,000.00
86	Concrete core cutting using diamond m/c HILTI dd 200 make or any other approved m/c for specified diameter and required depth including manpower tools and tackles etc., complete as per the direction of EIC. For 300 mm dia	400	MM	8.00	3,200.00
87	Supply and fixing of a HILTI M12 x 115/20 mechanical anchor bolt including transportation,material,machinery and labour charges etc.,complete as per the direction of EIC	50	EA	196.00	9,800.00
88	Supply and fixing of a HILTI M16 x 140/25 mechanical anchor bolt including transportation,material,machinery and labour charges etc.,complete as per the direction of EIC	50	EA	392.00	19,600.00
89	Supply and fixing of a HILTI M16 x 295/180 mechanical anchor bolt including transportation,material,machinery and labour charges etc.,complete as per the direction of EIC	50	EA	486.00	24,300.00
90	Supply and fixing of a HILTI M20 x 170/30 mechanical anchor bolt including transportation,material,machinery and labour charges etc.,complete as per the direction of EIC	50	EA	604.00	30,200.00
91	Supply and fixing of HILTI M12 chemical anchor bolt using HILTI hy 170 chemical including transportation,material,machinery and labour charges etc.,complete as per the direction of EIC	50	MM	3.00	150.00
92	Supply and fixing of HILTI M16 chemical anchor bolt using HILTI hy 170 chemical including transportation,material,machinery and labour charges etc.,complete as per the direction of EIC	50	MM	4.00	200.00
93	Supply of road bond materials for filling potholes weighing 25 kilograms each(bag) upto the site including transportation handling charges etc. As per the direction of EIC	100	EA	371.00	37,100.00



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94	Providing the services of JCB / Poclain 20 on hire having bucket capacity of minimum 0.10 cum for excavation of soil of all types, including cost of diesel, oil, driver, helper,consumables, etc., as per the instruction of eic. (for emergency jobs other than in this SOR)	50	HR	949.00	47,450.00
95	Providing the services of poclain 70/80/90 on hire having bucket capacity of minimum 0.68 cum for excavation of soil of all types, including cost of diesel, oil, driver, helper,consumables, etc., as per the instruction of eic. (for emergency jobs other than in this SOR)	50	HR	992.00	49,600.00
96	Providing the services of poclain 70/80/90 on hire having rock breaker with chiesel diameter 60-100mm for breaking of rock/concrete/hard laterite etc. Of all types, including cost of diesel, oil, driver, helper,consumables, etc., as per the instruction of eic. (for emergency jobs other than in this SOR)	50	HR	1940.00	97,000.00
97	Providing the services of JCB having bucket capacity of 0.8 cum for excavation of all types of soil including cost of diesel, oil, driver, helper, consumable, etc., as per the instruction of eic (for emergency jobs other than in this SOR)	100	HR	862.00	86,200.00
98	Any other work/items not specified in this SOR above and unit rate shall be taken from CPWD SOR (latest/current) and shall be executed and the quantities shall be certified as per actuals work done at site and as directed by EIC		LS		2,00,000.00
Total estimated Cost excluding GST					2,71,03,940.00
GST at 18%					48,78,709.20
Total estimated Cost including GST					3,19,82,649.20

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TECHNICAL SECTION

Tender No: 3200000857

SI No	Description
1	Scope of Work
2	Specification for Fabrication and erection of Steel Construction
3	Specification for Site Grading / Micro grading
4	Specification for Concrete Works
5	Specification for Grouting
6	Specification for Roofing and Siding Works
7	Specification for Earth work and underground works
8	Specification for Miscellaneous Steel Works
9	Specification for Painting
10	Specification for Structural Steel Works
11	Approved Vendor List

SCOPE OF WORK

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1. INTRODUCTION

Mangalore Refinery and Petrochemicals Ltd (MRPL), herein after referred as “OWNER’ a government of India schedule ‘A’ CPSE and a subsidiary of Oil and Natural Gas Corporation Limited (ONGC) is a State of Art Grassroots Petroleum Refinery located in a beautiful hilly terrain, north of Mangalore city, in Dakshina Kannada region, Karnataka State. The Refinery is operating a 15MMTPA fuels Refinery at Mangalore and has got a versatile design with high flexibility to process Crudes of various API and with high degree of Automation. The Refinery complex is integrated to Aromatic Complex and designed to produce 900,000 TPA of Paraxylene.

MRPL has high standards in refining and environment protection matched by its commitments to society. MRPL has also developed a Green Belt around the entire Refinery with plant species specially selected to blend with the local flora.

MRPL is constructing a Marketing Terminal at Devangonithi, Bangalore to cater to requirements of Petroleum products for expanding Industrial & Retail business primarily in the state of Karnataka & Kerala. The Terminal would receive finished petroleum products (MS, HSD & ATF) through the existing PMHBL pipeline from MRPL. The supplies of Petroleum products to the retail outlets/customer/aviation stations would be met through road tankers. Construction activities are in final stage of completion.

The Scope of work of this tender is to carry out miscellaneous civil and structural works at MRPL Marketing Terminal Project at Devangonithi, Bangalore.

2. PURPOSE

The purpose of this document is to describe the Scope of Work (SOW) for civil foundations, pedestals, paving, T-supports, Sleepers, Platforms and Structural works required and all other miscellaneous civil and structural works at MRPL Marketing Terminal project at Devangonithi, Bangalore.

3. BRIEF OUTLINE OF THE SCOPE OF WORK

The composite Schedule of Rates includes line-item descriptions with pre-filled rates and indicative quantities. The Successful Bidder will be provided with all the Engineering deliverables/drawings as required for the execution of the job. If drawings are not available, the Bidder shall be instructed at site to execute the job by the EIC. The contractor scope includes assistance in the preparation of all “as-built” drawings on completion as part of final documentation.

4. DETAILED SCOPE OF WORK - CIVIL AND STRUCTURAL

- 4.1. The Fabrication Drawings & Bar Bending Schedule, supply of all materials, carrying out construction as per Scope of work, mobilization and demobilization of labour, technical personnel, temporary site offices and other facilities, construction equipment and all other items necessary – permanent or temporary – for the proper completion of work. The scope will also include incidental items and other related works although they may not be specifically mentioned in the subsequent clauses and all such incidental items not mentioned of the job as a whole, all as desired and as directed by MRPL. The CONTRACTOR shall give all notices, pay all taxes, fees and duties etc. that are required for all work including temporary works.
- 4.2. The CONTRACTOR’s scope includes completion of all activities as covered in this package on Item Rate basis and as such the scope of work as mentioned in the bidding document is indicative shall not be considered as the limit.
- 4.3. Site Familiarization, approach to site, transportation of labour and materials and other infrastructure required for project execution, etc.

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- 4.4. Levelling, grading, tree/vegetation removal and debris removal including disposal of the same wherever is required.
- 4.5. Setting out of Works from the grid benchmarks which shall be established by Survey
- 4.6. Earthwork, cutting and filling related to the site grading/ micro-grading including disposal of surplus & unusable earth.
- 4.7. Civil and structural works for pipe / cable tray supports, sleepers, access platforms, pedestals, PCC and RCC pavement, RCC road, RCC drains, structural works, valve operating platforms, paver block, RR masonry, Brick Masonry, Chain link Fencing, gates, kerb walls, Galvolume roof works, and all other miscellaneous civil and structural works as per the drawings / site instructions of EIC.

4.8. Contractor to consider the following aspects while submitting his bid:

- a. About 30% of the work envisaged in the tender have to be executed manually as no machinery access is available.
- b. Very limited local manpower are available for executing similar works as tendered. Hence Bidder has to arrange manpower as required for executing the job from external/outside sources.
- c. Bidder is advised to visit the site and familiarise himself w.r.t the site conditions and the job tendered as well as the limited manpower and resources available at project site before submitting his bid.
- d. The Contractor has to immediately mobilise at site within 3 days on receipt of LOA/PO with his manpower and machinery to start the jobs.

5. SITE FAMILIARIZATION:

CONTRACTOR shall familiarize himself with the site conditions in respect to the exact size, layout, location, access, transportation, prevailing conditions at the proposed site, meteorological conditions like climate, rainfall, relative humidity, wind, visibility means, topography, ongoing enabling & infrastructure works, tentative hook-up points for services in the scope, site storage and availability of construction water, power, etc. and all geographical, logistical, commercial, regulatory and other parameters including those which may not have been specifically brought out in this specification, required to prepare his bid for construction of the proposed project and, in the event of being selected, execute the works in his scope to the specified schedule without raising any claim whatsoever, for contingencies / conditions. No consideration on account of unfamiliarity with actual site condition shall be entertained after award of the contract.

6. SITE GRADING / LEVELLING AND MICRO-GRADING WHEREVER REQUIRED.

CONTRACTOR's scope includes clearing the site of vegetation, scrap, etc., any cut and fill required for site grading required to bring the site up to the required level providing proper slope for flow of water to the nearest drain.

CONTRACTOR's scope also includes micro grading after the completion of the job/ before handing over the site to MRPL (the required Finished Ground Level for the all facilities of terminal shall be kept as per the Finished Ground Level Area).

Any extra earth required to complete the site grading work shall be arranged by the CONTRACTOR at his own cost from the outside area arranged by him. Unsuitable earth, material/Debris/tree rooting shall be disposed outside of the plot area at his own cost. Disposal areas to be arranged by the CONTRACTOR at his own cost.

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CONTRACTOR shall obtain no objection/ clearance from land MRPL/ local authorities/ Govt. Dept. regarding the same.

7. SURFACE PREPARATION AND PROTECTIVE COATING

All Structural Steel members will require painting as per Codes and Standards and Specifications provided elsewhere in the tender. Painting specifications are provided for grit-basting and application of primer, intermediate coat and final coat painting as provided elsewhere in the tender. Buffing is also permitted in special cases subject to approval of EIC.

8. GROUTING:

Grouting of anchor bolts / pockets and space under structural column bases, equipment base, shoe plates, Local Panels etc. shall be in CONTRACTOR's scope of work. For specification and details of Grouting, refer Engineering Design Basis - Civil.

Non-shrink flowable grout shall be used for under pinning work below base plate of columns. Non-shrink cum plasticizer admixture shall be added in the grout. Crushing strength of the grout shall generally be one grade higher than the base concrete. Nominal thickness of grouting shall be at least 50mm for columns and pedestals of major equipment. For secondary posts, stair and ladder base, etc. grouting shall not be less than 25mm thick.

9. SITE CLEANING:

During construction and on completion of construction (inclusive of all internal and external finishes), Cleaning all the debris, waste materials scattered in and around the site and disposal of the same shall be in the scope of CONTRACTOR with the consent of the MRPL. All metal scrap shall be stacked properly within the fabrication yard or at the location within plot as directed by the MRPL. After completion of all works, all scrap materials shall be accounted and disposed off at MRPL's Scrap yard. Dismantling of hardstands and remaking / providing paving as per operational, maintenance and special requirements shall be by CONTRACTOR.

10. ENVIRONMENT, HEALTH AND SAFETY REQUIREMENTS

- a. CONTRACTOR shall adhere to the policies, guidelines and practices referred by the MRPL.
- b. CONTRACTOR shall supply and install all types of area barricading / protective shielding / sheeting up to require for carrying out testing activities.
- c. CONTRACTOR shall seek any hot work permit and other necessary permits from the EIC and strictly observe safety guide lines as imposed from time to time by the MRPL.
- d. CONTRACTOR shall ensure safe working within the project site without any damage to the existing facilities. However, in case of any damage, CONTRACTOR shall make good and restore to the original condition without any loss to OWNER as per the schedule specified by OWNER. In case of delay in making good the damages, OWNER reserves the right to make good and restore the site to the original condition at the risk and cost of CONTRACTOR.
- e. CONTRACTOR shall ensure that all the safety procedures are followed during erection, testing and commissioning. All the safety norms as per OISD 192 and OISD 207 shall be followed.
- f. Work permits like hot, cold, height, excavation, road cutting, radiography etc shall be taken from respective agencies/companies/authorities for jobs to be executed in their premises for which CONTRACTOR to follow rules and regulations of those agencies/companies/authorities.
- g. All required PPE for the execution of the job shall be in the scope of CONTRACTOR.

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11. WAREHOUSING AND MATERIAL MANAGEMENT

- a. Unloading of all material from Truck and transport to the storage area and Installation at site for all Contractor-sourced material.
- b. Loading of all materials to Truck / Trailer, Crane, and other Material Handling equipment (to be arranged by Contractor) and Transportation from storage location (Owner's Warehouse / Yard) to Installation location for all free issue items.
- c. Preservation, Storage, and Security for all materials free issued to Contractor.
- d. Receipt, Handling, identification, inspection and acceptance, storage and preservation of materials, codification of all materials.
- e. Documentation for Control and accounting of materials.
- f. Generation and upkeep of Traceability Records of Materials.
- g. Materials control of free issue materials.
- h. Inventory Checks of free issue materials.
- i. Material appropriation, reconciliation and handing over of all surplus material to OWNER as per SAP Codification system after material reconciliation.
- j. Security, watch & ward and full Fire, Theft and Allied damages Safety as per MRPL procedure.
- k. Placing replacement orders for Lost / damaged / misplaced / missing items by Contractor due to the reasons attributable to Contractor at no additional time and cost to MRPL.
- l. Any non-functional / Lost / damaged / misplaced / missing items supplied by Contractor shall be replenished by the Contractor without any time & cost implications to MRPL.
- m. All other material management and site transportation is in the scope of Contractor.

12. QUALITY ASSURANCE AND CONTROL REQUIREMENTS

- a. All materials before being incorporated in the work shall be inspected and if necessary tested before approval by MRPL. Any work, on which such materials are used without prior inspection (and when necessary testing) and without approval and written permission of MRPL is liable to be considered as defective and not acceptable. All Consumable test certificates need to be submitted to EIC for review before commencing the work.
- b. CONTRACTOR shall ensure the quality of the work and good workmanship during the execution of the entire project. If any sub-standard work determined by MRPL after execution, the same shall be re tested at the risk and cost of CONTRACTOR. Any structure failing to meet the quality criteria, the same has to be dismantled by CONTRACTOR. CONTRACTOR is also responsible to reconstruct the same structure without any extra cost to MRPL.
- c. Most of the quality control tests shall be carried out in the site laboratory set up for the purpose.
- d. CONTRACTOR shall arrange a field laboratory set up, the laboratory shall have all necessary equipment required to carry out the field tests as required as per relevant codes. If required, the MRPL may instruct to get tests done at outside approved laboratories/ third party, and such cases the Bidder shall make necessary arrangements at his own cost.
- e. The degree of compaction required will be as per stipulation given in specification. The CONTRACTOR shall carry out at his own cost the required tests to prove that the soil has been compacted to the desired dry density. These tests shall be carried out at every stages/ layer wise of filling and also after entire fill height has been completed. As a general guideline, one field compaction test shall be done for every 4000 Sq.m or part thereof for each layer of fill. Additional tests other than what is stated above shall be carried out if required by the MRPL to ascertain the degree of compaction in specific areas. For earthwork filling for roads, one field compaction test shall be conducted for every 500 Sq. m for each layer of fill. Additional tests, if required by the MRPL other than what is stated above shall be carried out to ascertain the degree of compaction in specific areas. Since the degree of compaction largely depends on moisture content of soil, a close watch shall

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be kept on it and corrections done to optimize the moisture content. Generally, the moisture content shall be brought to within plus or minus 2% of optimum moisture content prior to rolling. The quality control operations shall include but not limited to the following items of work.

- f. If a layer fails to meet the required density, it shall be reworked or the material shall be replaced and method of construction/ equipment altered as directed by the MRPL to obtain the desired density.
- g. For RCC, steel testing shall be done as per the specification given elsewhere in the bid document.
- h. For all the specific work (civil, mechanical electrical etc.) carried out by CONTRACTOR, shall make quality assurance plan as well as methodology, Job procedure bar bending schedule for reinforcement etc. and get it approved by MRPL prior to start the work.
- i. Mix design for concrete shall be approved by MRPL. Minimum cement content for a specific grade of concrete, mentioned in the tender/ EDB shall be followed by CONTRACTOR. Cube test shall be carried out for all the RCC construction as directed by MRPL. If the concrete is taken from outside RMC, CONTRACTOR has to obtain approval for the same. All the quality documents shall be handed over to MRPL with the final documentation, as per MRPL documentation standard procedure. For small quantities of Concrete, local motorised mixer can be used after approval from EIC.
- j. CONTRACTOR shall be responsible to ensure the quality of products listed in approved list of makes/brands. CONTRACTOR shall have to replace the defective & sub-standard materials at his own cost. Vendor list of materials provided in the tender are approved subject to meeting the tender specification & site requirement. The sample of the materials shall in either case have to be got approved from EIC before procurement. Material where no make/brand has been mentioned, in that case ISI marked sample shall be submitted by the CONTRACTOR for approval of Engineer in charge. For any item not covered in the approved vendor list, the CONTRACTOR shall get the make & sample approved from MRPL before procurement. The final choice of make to be used in the works will rest with MRPL & the decision of MRPL shall be final & binding on the CONTRACTOR in this respect.

13. COMPLETENESS OF WORK/CONTRACT

The scope of work mentioned in the contract/Bid is not the comprehensive one, but gives brief idea/outline of the scope of work, however CONTRACTOR shall be responsible for completeness of the job for the purpose indicated elsewhere to make the system fully functional and operational. If there is any conflict in the specifications appearing in different contractual documents. Then the specification whichever is stringent shall be applicable without any technical or commercial implications. The work furnished shall be complete in every respect with all mounting, fittings, fixtures and standard accessories etc. normally provided for such item/equipment and or needed/required for erection, completion and safe operation of the item/equipment/system as required by applicable codes though they may not have been specifically detailed in the respective specifications, unless included in the list of exclusions.

Any additional items and materials which are not specifically mentioned but are required to complete the system offered, in every respect in accordance with the technical specifications and required for safe operation and guaranteed performance shall also be deemed as included in the scope of work of this tender. CONTRACTOR shall not be eligible for any extra payment in respect of such mountings, fittings, fixtures, and accessories etc. which are needed/required for safe operation of the item / equipment/system, as required by applicable codes of the country though they may not have been explicitly spelt out in the Bid / Contract.

SPECIFICATION FOR FABRICATION AND ERECTION OF STEEL CONSTRUCTION

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1.0 SCOPE

This Standard shall govern the supply, shop detailing, fabrication and inspection of structural steelwork. This Standard is not applicable for module structural steelwork.

This Standard shall be used for the structural steel work fabrication by the contractor.

Fabrication of steelwork shall be inclusive of notching, end connections (cleats / end plates), stiffeners and bracing etc. to good general engineering practice for industrial / process plant / petrochemical type structures.

2.0 DEFINITIONS

Structural steelwork shall be defined as follows: -

- Structures for the support of equipment and handling facilities
- Steel buildings for housing equipment
- Platform structures, either separate or combined with equipment support structures, and access facilities
- Pipe / Cable support structures
- The structural steelwork fabricator shall hereinafter be called the Contractor.

3.0 CODES, REGULATIONS AND STANDARDS

Contractor shall meet the requirements of the latest editions of the following codes, regulations and standards, as published by the Bureau of Indian Standards except as superseded herein. These Standards shall govern in respect of Design, workmanship, quality and properties of materials and method of testing. In cases where more than one code, regulation or standard apply to the same condition, the most stringent shall be followed. In the event of a conflict between this specification and other specifications or correspondence, EIC/MRPL shall be consulted and a ruling, in writing, shall be obtained before any work is started.

Indian Codes and Standards

IS 800	Code of Practice for General Construction in Steel
IS 801	Code of Practice for Use of Cold Formed Light Gauge Steel Structural Members in General Building Construction
IS 806	Code of Practice for Use of Steel Tubes in General Building Construction
IS 807	Code of Practice for the Design, Erection & Testing (Structural Portion) of Cranes & Hoists
IS 808	Dimensions for Hot Rolled Steel Beam, Column, Channel and Angle sections
IS 811	Cold Formed Light Gauge Structural Steel Sections

- IS 814 Covered Electrodes for Manual Metal Arc Welding of Carbon and CarbonManganese Steel - Specification
- IS 1161 Steel Tubes for Structural Purposes - Specification
- IS 1730 Dimensions for Steel Plates, Sheets Strips & Flats for General EngineeringPurposes
- IS 1732 Dimensions for Round & Square Steel Bars for Structural & General EngineeringPurposes
- Part 1 General Provisions and Buildings
- IS 2062 Steel for General Structural Purposes - specificationIS 3443 Crane Rail Sections
- IS 3696 Code of Safety for Scaffolds & Ladders Part 2 Ladders
- IS 3757 Specification for High Strength Structural Bolts
- IS 3954 Hot Rolled Steel Channel Sections for General Engineering Purposes – DimensionsIS 4000 Code of Practice for High Strength Bolts in Steel Structures
- IS 4218 ISO Metric Screw Threads
- IS 4736 Hot-dip Zinc Coatings on Mild Steel Tubes
- IS 4759 Hot-dip Zinc Coatings on Structural Steel & Other Allied Products
- IS 4923 Hollow Steel Sections for Structural Use
- IS 5986 Hot Rolled Steel Flat Products for Structural Forming & Flanging Purposes – Specification
- IS 6623 High Strength Structural Nuts – Specification
- IS 6639 Hexagon Head Bolts for General Steel Structures - Specification
- IS 6649 Specification for Hardened & Tempered Washers for High Strength Structural Bolts& Nuts
- IS 7205 Safety Code for Erection of Structural Steelwork
- IS 7215 Tolerances for Fabrication of Steel Structures
- IS 7564 Recommendations for co-ordination of dimensions in buildings- Arrangements ofbuilding components and assemblies
- Part 1 Structures
- Part 2 External Envelope
- IS 12778 Hot Rolled Parallel Flange Steel Sections for Beams, Columns and Bearing Piles – Dimensions and Section Properties

IS 12779 Rolling and Cutting Tolerances for Hot Rolled Parallel Flange Beam and Column Sections

IS 12843 Tolerances for Erection of Steel Structures IS 15326 Quality Requirements for Welding

4.0 ITEMS SUPPLIED BY STRUCTURAL STEEL CONTRACTOR

4.1 Scope of Supply

The Contractor shall supply all items indicated on the Drawings including, but not limited to, the items listed below, and excluding any specific items mentioned on the Drawings as not being in the Contractor's scope of work i.e. items marked (NF) on Arrangement Drawings:

- All main and secondary steel members, including all necessary bolts, bolsters and stiffeners.
- Platforms
- Hand railing and toe plates, including safety chains and gates
- Ladders and safety cages
- Stair stringers and treads

The Contractor shall not supply any anchor bolts or expansion bolts for attaching steelwork to foundations, unless specifically noted on the Drawings.

The Contractor shall supply roofing and cladding only when specifically directed to on the Drawings or Requisitions. When so directed, the Contractor shall include in his scope all sheeting, translucent sheeting (fireproof quality ignition and spread), vents, ridge capping, corner rolls, finials, gutters, downpipes, flashing, etc.

Field connection material shall be supplied with 'extra for waste' in accordance with this Standard.

5.0 WORKMANSHIP AND MATERIALS

5.1 Grade of Steel

Structural steel shall be Grade E250A in accordance with IS 2062 and IS 800, unless otherwise stated on the Drawings.

5.2 Steel Sections

Hot rolled structural sections and hollow sections shall conform to IS 808, IS 1161 and IS 4923. Cold rolled sections shall conform to IS 811. Crane runway rails shall conform to IS 3443.

5.3 Alternative Materials

Where Indian Standard structural shapes or materials are not available, alternative shape or materials may be selected with corresponding adjustments in connection design and EIC approval.

5.4 Bolts

High strength structural bolts, nuts and washers shall comply with IS 3757, IS 6623, IS 6649 & IS 1367. Mild steel bolts shall comply with IS 6639. High strength bolts shall be threaded in accordance with IS 4218. All nuts, bolts and washers shall be hot dip spun galvanized suitable for use in an exposed external environment, and shall conform to IS 4759.

5.5 Davits

Pipe used in davits and columns shall conform to IS1161, Grade Y 240.

5.6 Flooring and Stairs

Steel used for flooring and stair treads shall conform to IS 2062, Grade E250A.

Steel used for minor platforms, ladders, handrails and stairways shall conform to IS 2062, Grade E250A.

5.7 Welding

Electrodes for manual welding shall comply with IS 814. Weld metal deposited by an automatic or semi- automatic process will have mechanical properties not less than the minimum specified for the weld metal deposited by electrodes complying with IS 814. All electrodes shall be classified, coded or marked in accordance with IS 814. Electrodes shall be packed, stored and protected from weather effects in accordance with the conditions specified by the manufacturer.

Submission of fabrication and general welding procedures are required by EIC for approval.

The Supplier shall be notified where notch toughness is required or fatigue considerations are applicable. Where a base material is required to have notch toughness, welding of that material shall also meet these requirements.

5.8 Standard of Workmanship

The standard of workmanship and general procedure to be followed during fabrication shall be such as to comply with the specified erection tolerances and shall conform to IS 7215.

All plates, bars and sections shall be flattened, straightened and free from twist before further work is done on them.

6.0 DETAILING OF STEEL

6.1 General

The Contractor shall design all connections not detailed on the Drawings and prepare all necessary Shop Detail and Erection Drawings. The Contractor shall take full responsibility for the accuracy of all such design calculations and drawings. Shop details shall be in strict accordance with the Drawings and Standards. Any proposed deviations must be approved by the EIC prior to the commencement of fabrication.

When shipment can be expedited by the substitution of alternative sections or built-up members for members shown on any drawing, such substitution shall be made only with the full knowledge and written approval of EIC.

Where no weights are indicated for any individual structural members on the Drawings, the minimum appropriate weights shall be used.

Elevations as noted on plans are given on top of main steel. Figures given in parenthesis (+) or (-) indicate distance member is above or below main steel.

F.P. indicates fireproofed member.

6.2 Review of Contractor's Calculations and Drawings

The EIC requires copies of the Contractor's calculations, erection plans and shop detail drawings for general review and comment. Fabrication shall not be delayed pending the EIC review of the Contractor's drawings.

Review of the Contractor's drawings is made primarily to ensure that the details shown are generally in accordance with the design requirements, and any acceptance given shall not relieve the Contractor from his responsibilities for the detailed correctness of his drawings. If mistakes are found on the Contractor's drawings during the fabrication or erection periods, the cost of any modifications shall be borne by the Contractor.

6.3 Type of Connection

EIC reserve the right to comment on the adequacy and types of connections used. The practices outlined below shall be incorporated in the shop details.

Shop connections shall be bolted or welded at the Contractor's option.

If reaction values are not shown on the Arrangement Drawings, the connections shall be designed for the following minimum ultimate loads, using a minimum of 2 No. high strength bolts:

Beams - an ultimate reaction of 75 KN, plus an ultimate axial load of + 75 KN
Bracing - an ultimate axial load of + 75 KN

Where this value is exceeded, the Drawings will show the connection in detail or give the actual ultimate member reaction in kN so that the Contractor can develop a suitable connection. All connections shall be checked for bearing and buckling.

All skewed beam to girder connections which support equipment and/or stacks shall have stiffened seat connections with bent plate connecting beam webs. At deep beams, the remaining 'Tee' section shall be checked for flexure.

Beam to column connections shall be arranged to facilitate erection without the tilting of columns. Where seated connections are used, the bottom flange of the beam shall be connected to the seat angle. The beam web shall be connected with a side clip to the column. In webs of a fireproofed column, top angle type in lieu of clips at seat connections shall be used. In connection to column flanges 'knifed' connections may be used. At any seat connections, the beam set-back shall not exceed 12mm.

Column splices transmitting compression by direct contact of cross sections in bearing are to be designed to resist the moments in the member at that point. Continuity of stiffness about both axes is to be maintained at the splice. Column splices that do not transmit compression by direct bearing are to be designed for all forces and moments in the member. For all column splices, the abutting surfaces of both the upper and the lower sections of column are to be prepared in accordance with IS 800.

All columns, except angle columns shall be milled to bear onto baseplates. Baseplates shall be shop welded to columns, unless otherwise indicated on the Drawings.

The tops of columns for pipe support racks shall be 'cut square' 75mm above the top of the highest beam framing into the column to facilitate future extension unless noted on the Drawings.

Flange plates on beams and plate girders shall be shop welded, unless otherwise indicated on the Drawings. The ends of plates shall be fully developed for the tensile value of the plate by continuous fillet welding. Intermittent fillet welds may be used to develop horizontal shear in the center portion of the plate providing contact surfaces are adequately protected against corrosion due to the ingress of moisture. Where the width of beam or girder flanges exceeds 300mm, plug welds shall be used in addition to the above fillet welds to prevent warping of the flange plates. Plug welds, when required, shall be spaced at a maximum of 450mm centers. Flange plates on columns shall be shop welded.

Where beam webs cross each other at 'dropped' connections, stiffener plates shall be added on both sides of the web in the supporting beam when either beam is 300mm, or deeper. Stiffeners shall be for the full height of the web, 10mm thick and unless noted otherwise milled at both ends with the inside corner chamfered.

All trolley beams shall have a pair of 10mm thick stop angles bolted to the web at each end and set back a distance equal to 1.5 times the flange width.

At all anchor bolt holes in beams for equipment, one 10mm thick stiffener plate shall be provided on each side of each bolt hole on the anchor bolt hole side of the web. On beams 250mm and smaller, the stiffeners shall be for the full depth of the beam web. For beams 300mm and larger, stiffener length shall be one half of the nominal depth of the beam and the top edge shall be milled to bear against the underside of the top flange of the beam.

Stiffeners shall be provided at anchor bolt holes in beams for equipment when called up on the Drawings. On beams 250mm and smaller, the stiffeners shall be for the full depth of the beam web. For beams 300mm and larger, stiffener length shall be one half of the nominal depth of the beam and the top edge shall be prepared for end bearing against the underside of the top flange of the beam.

6.4 Horizontal Bracing

When the center of a column is used as a working point with beams framing to the flange and web of the column, bracing shall be connected to both beams.

Unless otherwise indicated, a connection with a minimum of two bolts shall be used.

'Draw' shall be used only on single angle cross-bracing. The actual computed theoretical distance between end holes shall be reduced in accordance with the following schedule:

For lengths up to 3m	-	No deduction	For lengths
over 3m and up to 6m	-	Deduct 2mm	For
lengths over 6m and up to 10m	-	Deduct	
3mm	For lengths greater than 10m	-	Deduct 5mm

These deductions shall be shown on the Contractor's details.

For example: 6,429 P.P. - 3mm Draw = 6,426

The minimum thickness of gussets shall be 8mm. Holes in gussets shall be arranged to eliminate eccentricity.

6.5 Vertical Bracing

At the intersection of a column, beam and brace, the brace shall be connected to both beam and column. At the connection to a column flange, the working point shall be the intersection point of the faces of the column flange and the top or bottom beam flange, depending upon whether the brace is above or below the beam. At the connection to a column web, the working point shall be the intersection point of centreline of the column web and the face of the top or bottom flange of the beam.

For the connection of bracing to beams 305mm or smaller at the mid-span the working point shall be the intersection of the horizontal centreline of the beam and the centreline of the bay.

For the connection of bracing to beams larger than 305mm at the mid-span, the working point shall be the intersection of a horizontal line 130mm below the top flange or 130mm above the bottom flange and the centreline of the bay, depending on whether the brace is above or below the beam.

For the connection of 'knee' braces or partial 'vees' to the bottom flange of beams, the working point shall be the intersection of the top of the beam with the offset given from the column, the top of the beam being used to facilitate piping clearances through a multi bent structure.

Working points outlined in Items 7.5.1 to 7.5.5 shall be used unless otherwise indicated on the Drawings. The minimum thickness of gussets shall be 8mm.

'Draw' for vertical bracing or skewed bracing shall be used on single angle cross-bracing only. 'Draw' shall be in accordance with the provisions of Section 7.4.3.

Vertical bracing connections shall have a minimum of two 20mm diameter bolts per connection. When the load in the brace exceeds 50kN, the actual load will be indicated on the Drawings.

Connections shall be arranged with due regard to eccentricity of bolts. On 'knee-braced' construction, at least two bolts in the gusset connecting braces to columns shall be below the column working points to minimise eccentricity. All such connection shall be checked for eccentricity.

6.6 Trusses

Camber shall be provided only when called for on the Drawing.

'Lug' angles to develop capacity of web members will not be permitted.

Chord and web members having 130mm legs or larger shall be detailed using two gauge lines in the angle leg with bolts staggered. Stitch bolts in above member shall be alternated on both gauge lines.

For welded truss-work working lines should not be positioned more than 12mm away from the gravity axis of the member to which it is related.

On welded trusses, splices shall be detailed to facilitate transportation of the largest possible sections as shop assembled units. Splices for bolted joints shall also be detailed. Field welding shall not be used at splices unless specifically indicated on the Drawings.

6.7 Crane Girders

Crane rails shall not be spliced at the same point as crane girder splices. Expansion joints shall be provided in accordance with the Drawings.

Where electric cranes are specified, crane girders shall be drilled for attachment of current conductor brackets in accordance with the Drawings.

6.8 Buildings, Platforms and Ladders

In plan views chain dotted lines shown thus “ ” around perimeter denotes hand railing. Areas within chain dotted lines to be floored unless otherwise noted on the Drawings.

Floor plate shall be 6mm o/plain raised pattern Durbar plate or 25mm open grill rectangular pattern flooring, as indicated on the Drawings. Grill flooring shall have maximum openings of 30 x 100mm. Main bearing bars shall be 5mm thick.

T.S.C. indicates top of sliding ladder connection.

T.F.C. indicates top of fixed ladder connection.

T.P.O. indicates toe plate only.

Floor plate shall be detailed with the joints occurring over structural framing only. A 6mm gap shall be left between adjacent panels. Where a splice over structural framing is impracticable, a shop-welded plate shall be provided.

All floor plate shall be attached to framing with 12mm diameter machine bolts, using counter-sunk flat head bolts in joints across the actual walking areas. Removable plates shall be arranged in panels, each weighing 65 kg or less, in solid plate each panel having two 30mm diameter lifting holes.

Cut-outs in flooring at columns shall be detailed to clear the column by 25mm all around. At fireproofed columns, floor plate shall be detailed to clear fireproofing by 25mm.

Floor plates shall be detailed to clear shims or bolsters at equipment supports by 25mm with edges of plates supported by ledge angles where necessary.

One 12mm diameter hole shall be punched in every 1.5 square metres of soil flooring for drainage purposes. Rectangular platforms shall be shop assembled and welded including posts, handrail, mid-rail, and toe plate, to maximum extent permitted by transportation limitations.

Circular platforms shall be shop assembled and welded including posts, handrail, mid-rail, and toe plate. To facilitate erection the suggested maximum angular length of prefabricated sections should not exceed 150°. Where shipping limitations prevent the shop attachment of handrail assemblies to platforms, both straight and bent sections of top rail, mid-rail, toe plate and post shall be supplied to shop fabricated assemblies for field bolting to platforming in order to minimise field work.

Removable sections of handrail shall be supplied with posts at each end of the removable sections for bolting to supporting clips.

Handrail posts shall be spaced at 1.5m maximum centres on both rectangular and circular platforms and shall be maximum of 300mm from corners of platforms.

Toe plates shall be provided on walkways and platforms along all edges protected by hand railing, around openings in platforms under equipment where no hand railing is provided, under the bottom treads of all stairways which rise from landings, across ladder access side step openings and around all openings where the normal clearance between the edge of the floorplate and the equipment or piping is 50mm or more. For step through ladders toe plate shall be stopped either side of opening and flooring shall extend to within 75mm of top rung. For side step ladders the highest platform being served shall govern rung positions. This platform rung shall be level with top of the toe plate. All rungs shall be equally spaced from this position and intermediate platforms served by a common ladder will not necessarily have a platform rung level with toe plate.

6.9 Shims and Bolsters for Equipment

Bolsters 300mm or less in height shall be detailed for shop welding to the supporting steelwork. Shim sets to be used with bolsters shall be wired to the bolster for shipment.

Bolsters over 300mm in height shall be detailed for shipment wired to the supporting beams where possible, or scheduled for shipment with the supporting steelwork.

Where no bolster is required, loose shim sets shall be wired to and shipped with the supporting steelwork.

6.10 Field Connections

In general, field connection shall be made with high strength bolts in accordance with Section 6.4 of this Specification unless specified on Drawings. For the following minor connections mild steel bolts shall be used:

- a) Removable handrail and ladder cage assemblies and attachments to structures
- b) Removable floor plate or structural members
- c) Purlins and sheeting rails
- d) Platforms attached to vessels unless specified otherwise on structural drawings or standards
- e) Miscellaneous pipe supports, other than pipe racks, unless specified otherwise in structural drawings or standards
- f) Platforms and walkways not supporting equipment and not over 4.0m high

The Contractor shall, when indicated on the Drawings, provide all holding-down bolts and shims for equipment, and bolts for connecting steelwork to clips on vessels.

6.11 Overages

Overages on field bolts shall be 5 percent for all types of fasteners.

7.0 CONTRACTOR'S DRAWINGS AND TRANSMITTALS

7.1 Issue of Correspondence & Drawings

The specific requirements regarding the issue of all correspondence and drawings shall be as specified in the Requisition for Structural Steelwork.

Prior to delivery of steelwork to site the Contractor shall send erection marking plans to site. Erection marks are to be shown on the drawings with letters at least 5mm high.

Each structure shall have an Index Sheet of the steel details.

7.2 Bolt List

An Erector's Bolt List specifying the number, size, type of connector, grip, torque values and ordered length of connector for each connection shall be provided by the Supplier. This listing shall be broken down by categories and tiers, as outlined below.

- a) Beam to column connections
- b) Beam to beam connections
- c) Column splices
- d) Bracing to column connections
- e) Bracing to beam connections, etc.

A summary of all field connectors by size and length shall also be included.

7.3 Bills of Material

Where a standard Bill of Material form is not an integral part of the detail drawing, the Contractor shall provide separate Bills of Material listing all main material and fittings with space for convenient 'weighing up' of the structure.

8.0 PROTECTIVE COATINGS AND MARKING

8.1 Coatings

Protective coatings are to be in accordance with Project Specific Standard. Where galvanised coatings are specified, they shall conform to IS 4759 for structural steel and other allied products and IS 4736 for Mild Steel Tubes.

8.2 Erection Marking System

The first letter of the mark shall be the prefix letter assigned to a particular structure and noted as such on the Arrangement Drawings. There shall be a dash between the first and second letters of the mark.

The second letters of the mark shall indicate the type of structural framing in accordance with the following:

`B' for rolled beams and channels

`C' for column, post or strut not designated by a co-ordinate system on Drawing

`D' for vertical bracing or skewed bracing

- `F' for frames shipped in one piece
- `G' for sheeting rails
- `H' for hangers
- `K' for loose gussets
- `L' for ladders, safety cages or lintels
- `M' for bolsters, shims and miscellaneous material
- `P' for floorplates, plain, chequer or grill
- `R' for hand railing and rail posts
- `S' for sag rods
- `T' for trusses
- `X' for horizontal bracing
- `BK' for loose base plates or bearing plates
- `CS' for casing plates
- `HB' for header box on heaters
- `PG' for plate girders
- `SS' for stair stringers
- `TB' for trolley beams

Beam marks shall be painted on beams at the same end as they are shown on the plan view of the Contractor's Framing Plan. The numerical portion of the beam mark shall identify the floor on tier thus: beam 1 to 199 on first or lowest tier, beams 200 to 299 on 2nd tier, 300 to 399 on third tier, etc.

All unsymmetrical beams, girders or trusses shall have a direction painted on one end, preferably north or east.

All members to be marked 'top' where possibility of erecting the member in an inverted position exists.

All columns to have the mark painted on the outside face of the flange and marked 'north' or 'east'. Column marks shall carry a tier suffix for spliced columns.

On vertical bracing the mark shall be painted on the lower end.

Where a member is shipped in two or more pieces each piece shall have a different mark. The use of R or L suffixes for opposite hand marks shall not be used.

All marks shall be painted on the steel in legible fashion, with letters and numbers a minimum of 40mm high. All rods, turnbuckles, clevises, etc., shall be tagged and marked with the tag wired firmly to the member.

All bolts, washers, etc., shall be shipped in kegs or crates and tagged or clearly marked as to size, diameter and length.

On duplicate units or foreign shipments, colour coding shall be used where called for on the Drawings. Where colour coding is required, the Contractor shall paint a 50mm wide band all round each member at one end, including kegs or crates, etc., in the colour designated by the Drawings.

Galvanised members shall be tagged with a metal plate having raised letters so that the mark shall be visible after galvanizing. The Contractor may submit an alternative proposal for marking galvanised members. Written approval shall be obtained from the EIC before such proposals are adopted.

9.0 CERTIFICATION & INSPECTION

9.1 Certification

The Contractor shall provide an original Test Report endorsed by the steel manufacturer specifying the manufacturing process, product grade, the ladle analysis and mechanical test results applicable to each steel material being supplied. This Test Report shall specify the numbers or identification marks of the casts to which it applies, corresponding to the numbers to be found on the material supplied in order to ensure full traceability between the product and documentation.

Steel from the manufacturer shall be marked by hard stamping identifying the steel grade, a number by which the cast can be identified and the manufacturer's name.

At all stages of fabrication, the steel members shall be clearly identified by a suitable marking system.

9.2 Shop Inspection

EIC reserve the right to inspect steelwork prior to shipment from the Contractor's shop. The Contractor shall notify EIC ten (10) days prior to shipment to allow for any inspection.

The approval of the Inspector shall not in any way relieve the Contractor of his stated responsibilities.

9.3 Non Destructive Testing of Welds

The Contractor shall carry out final inspection of all welds in accordance with IS 15326.

All welds shall be visually inspected in accordance with IS 15326 before any non-destructive testing (NDT) is performed. Any welds that will be rendered inaccessible by subsequent work shall be examined prior to loss of access. A suitably qualified person for visual inspection of welds may be a welding inspector or a welder who can provide evidence of having been trained and assessed for competence in visual inspection of the relevant types of welds.

Non-destructive testing of welds shall be applied to the relevant joint types. The weld thickness and frequency of testing of joints requiring NDT is in accordance with applicable Indian Standards unless otherwise stated.

Magnetic particle inspection (MPI) shall be carried out in accordance with IS 15326. If magnetic particle inspection equipment is not available, dye penetrant inspection (DPI) may be used with approval from the EIC. DPI shall be carried out in accordance with IS 15326. Final surface flaw detection shall be carried out not less than 16 hours from time of completion of the weld to be inspected. Where a welding procedure requires an inspection after initial weld runs before further welding is performed, such inspection may be carried out when the weld metal has cooled to ambient temperature. A suitable qualified person for surface flaw detection of welds may be a welding inspector or a welder who holds a current certificate of competence in surface flaw detection of the relevant types of work, from a nationally recognized authority. Ultrasonic inspection shall be carried out in accordance with IS 15326. Examination shall be carried out not less than 16 hours from time of completion of the weld to be inspected, or not less than 40 hours in the case of butt welds thicker than 40mm. Operator carrying out final ultrasonic examination shall hold a current certificate of competence for the relevant types of work, from a nationally recognised authority.

9.4 Stud Shear Connectors

Stud Shear connectors shall be tested in accordance with applicable Indian Standards.

9.5 Weld Acceptance Criteria and Corrective Action

All welds shall conform to the quality requirements of IS 15326, which also provide requirements for corrective actions in the event of non-conformances.

9.6 Structures Subject to Cyclic Loading

For structures subject to cycles of loading, e.g. crane girders, vibrating machinery supports etc. the scope of inspection and weld acceptance criteria shall be reviewed.

9.7 Lifting Pad eyes and Trunnions

For all structures to be lifted using either pad eyes or lifting trunnions the scope of inspection and the weld acceptance criteria shall be reviewed and agreed with the EIC. The Contractor shall carry out MPI and UTI inspection of all pad eyes, lifting trunnions and all primary members framing into the lifting pad eyes and trunnions in accordance the requirements given above. The rates of inspection shall be as follows.

Type of Weld	Visual Inspection	Magnetic Particle	Ultrasonic
Butt Welds	100%	100%	100%
Fillet Welds	100%	100%	Not Applicable

10.0 SHIPMENT

All shipments, including partial shipments, shall be accompanied by sufficient bolts or connectors of the proper size and length to suit the material shipped.

Prior to shipment, the Contractor shall transmit the necessary erection drawings (see Section 8.1.2). Ladder cages shall be shop assembled and attached to ladders as permitted by transportation limitations. Circular platforms shall be shop assembled and shipped in as large sections as permitted by transportation limitations.

SPECIFICATION FOR SITE GRADING / MICRO GRADING

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1.0 PURPOSE

This specification covers technical requirements for the materials, workmanship, quality and construction required for Site Clearing, grubbing, grading, and Earthwork forming embankments and compacting of areas, site preparation, earthwork, roads, finished grading and storm sewers.

2.0 CODES, REGULATIONS AND STANDARDS

Contractor shall meet the requirements of the latest editions of the following codes, regulations and standards, as published by the Bureau of Indian Standards except as superseded herein. These Standards shall govern in respect of Design, workmanship, quality and properties of materials and method of testing. In cases where more than one code, regulation or standard apply to the same condition, the most stringent shall be followed. In the event of a conflict between this specification and other specifications or correspondence, the OWNER shall be consulted and a ruling, in writing, shall be obtained before any work is started.

IS: 2720 (Part4) - Method of test for soils – Grain size analysis

IS: 2720 (Part5) - Method of test for soils -Determination of liquid limit and Plastic limit

IS: 2720 (Part7) - Method of test for soils - Determination of water content – Dry density relation using light compaction

IS: 10379 - Code of practice for field control of moisture and Compaction of soils for embankments and subgrade.

3.0 GENERAL

3.1 Workmanship

Work shall be carried out in accordance with code requirements and industry standards for good workmanship.

3.2 Contractors As-Built

Upon completion of project, Contractor shall supply OWNER with one copy of all drawings marked with "As-Built" information as required.

3.3 Execution Procedure

Prior to commencement of work, method of working, programme and type of plan to be used shall be submitted to the OWNER for approval.

4.0 MATERIALS AND COMPACTION

4.1 Material

Structural fill materials shall comprise clean, well-graded inorganic granular soils.

General engineered fill materials shall comprise clean, well-graded granular soils or inorganic low-plastic cohesive soils.

Landscape fill materials may comprise soils without regard to material content or type.

Top soil is defined as humus, peat and similar decomposed organic material making up the top layer of the soil and suitable for supporting the growth of vegetation.

Common excavation material is defined as all material such as top soil, earth, muskeg, muck, clay, hardpan, soft shale, sand, gravel and any such material which can be removed without drilling and blasting.

Rock excavation material is defined as material being of sufficient hardness as to require drilling, blasting or breaking with a power operated hand tool to facilitate its removal and shall include solid ledge rock and detached masses of rock or concrete exceeding 1.0m³ in volume, but shall not include soft or disintegrated rock which can be broken with a hand pick or power operated excavator, ripper or shovel; hardpan; previously blasted or broken stone in rock fills or elsewhere which is less than 1.0m³ in volume; and boulders or pieces of fragmented rock which do not occur naturally within the excavated volume but fall into the excavation from an adjacent area.

Borrow material is defined as all suitable sub-grade material obtained from borrow areas on or off the job site.

Common fill material is defined as material which is free from all roots and organic matter, frozen lumps, rocks greater than 150mm in diameter and excessive amounts of sandy or silty material which might cause difficulty in achieving adequate stability and compaction. Expansive soil shall not be used Soil having plasticity index less than 20 and maximum proctor laboratory dry density more than 1.5 gm/cc shall only be used.

Rip-rap for slope protection shall be formed from concrete filled burlap sand bags or alternatively field stone or rough hewn quarry stone conforming to the following gradation:

Stone Weight Larger Than Approximate Size Percent

50 kg	300 mm	0 - 10
20 kg	225 mm	25 - 75
6 kg	150 mm	90 - 100

Contractor shall indicate in his offer the location of borrow areas and type of soil he proposes to use. Contractor shall make arrangements for works including for excavation in borrow areas at his cost.

4.2 Backfill

Backfill supporting structural loads shall be structural fill.

Backfill adjacent to and above concrete structures or below tanks, roads, parking lots and operating area base courses shall be general engineered fill.

Backfill adjacent to concrete structures and within 300mm of final grade shall be inorganic low-plastic cohesive general engineered fill. Such backfill will provide a relatively impervious surface layer to reduce seepage into the subsoil.

4.3 Granular Soils

Gravels shall be free of any form of coating, clay, shale, silt, friable materials, loam, or other deleterious materials and shall be non-frost susceptible.

Pit-run gravel shall conform to the following gradations:

Sieve Size (mm)	Percent Passing by Weight
75	100
25	50 - 100
5	25 - 45
1	16 - 25
0.5	8 - 18
0.16	4 - 10
0.08	2 - 5
0.02	0 - 2

Crushed gravel shall conform to the following gradations:

Sieve Size (mm) Percent Passing by Weight
(Nominal Gravel Size)

	<u>100 mm</u>	<u>50 mm</u>	<u>25 mm</u>
100	100	-	-
75	90 - 100	-	-
50	-	100	-
40	60 - 80	90 - 100	-
25	-	-	100
20	40 - 65	50 - 75	95 - 100
10	25 - 48	25 - 52	60 - 80
5	15 - 35	20 - 40	40 - 60
2.5	10 - 30	12 - 26	28 - 48
0.5	6 - 18	4 - 13	13 - 29
0.32	-	-	9 - 21
0.16	3 - 10	2 - 7	6 - 15
0.08	2 - 8	1 - 6	4 - 10

0.02	0 - 2	0 - 2	0 - 2
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At least 50% by weight of the material retained on the 5 mm sieve shall have one or more fracture faces. Coarse gravel, for bedding and drainage, shall conform to the following Gradations:

<u>Sieve Size (mm)</u>	<u>Percent Passing by Weight</u> (Nominal Gravel Size)	
	<u>50 mm</u>	<u>25 mm</u>
50	100	-
40	90 - 100	100
25	-	95 -
20	35 - 70	-
12.5	-	25 - 60
10	10 - 30	-
5	0 - 5	0 - 10
2.5	-	0 - 5
1	-	-

Coarse sand, for bedding and drainage, shall conform to the following gradation:

Sieve Size (mm) Percent Passing by Weight

10	100
5	95 - 100
2.5	80 - 100
1.0	50 - 85
0.5	25 - 60
0.32	10 - 30
0.16	2 - 10
0.02	0 - 2

4.4 **Compaction**

All fill shall be compacted to the Standard Proctor maximum dry density shown on the drawings at or near optimum moisture content in accordance with IS:10379.

Bonding shall be provided between structural and general engineered backfill lifts, if the previous lift has become desiccated. For fine-grained materials the previous lift shall be scarified to the base of the desiccated layer, properly moisture-conditioned and recompacted and bonded thoroughly to the succeeding lift. For granular materials, the surface of the previous lift shall be scarified to 75 mm depth followed by proper moisture-conditioning and recompaction.

5.0 EARTHWORK AND ROUGH GRADING

5.1 Work Involved

Earthwork and rough grading may include the following work: clearing, stripping, excavation, fill, compaction, disposal of surplus material, borrowing of suitable material, related survey work for layout of the work on site, construction of site roads, site drainage, bases and dikes for storage tanks, and upkeep and dust control of the gravel access road leading to the plant site.

5.2 General

5.2.1 Surveying

Contractor shall be responsible for all detailed layout to ensure that the works are constructed as shown on the drawings. OWNER reserves the right to check and confirm any layout performed by Contractor.

5.2.2 Setting Out

The Contractor shall set out and construct permanent baselines and bench marks indicated in the drawings or as required by the OWNER. The permanent points will be checked and certified by the OWNER for Contractor to proceed with work.

Necessary profiles with pegs, bamboos and strings shall be made to indicate the corrected formation levels before the work is started.

For embankments levels shall be taken along the line of the embankment and at right angles to the proposed alignment.

5.2.3 Dewatering

- a) Contractor shall keep all excavations, pits and the entire subgrade free of water at all times during the course of the work and all necessary pumps or other suitable equipment, and any necessary temporary drainage system, shall be provided to meet this requirements.
- b) Contractor shall use extreme caution in positioning pumps, well points or other dewatering equipment, and the discharge from same, to ensure that damage does not occur to existing structures and to works under construction.
- c) It shall be the responsibility of Contractor to determine the amount of water to be encountered and to include the cost of handling this water. Any additional excavation made necessary by water in the excavation shall be considered as unauthorized over-excavation.

5.3 Clearing

Contractor shall clear the areas within the limits designated on the drawings by removing all trees, bushes, dense growth or ground plants and other vegetation, alive or dead to within 150 mm above natural grade. Clearing shall also include the removal of dense growths of ground plants, matted dead vegetation and rubbish resting on natural grade. After the trees are cut and roots taken out pot holes shall be filled with good earth in 250mm layers and well compacted.

Where selective clearing is required Contractor shall protect and preserve all trees or groups of trees selected for preservation as designated on the drawings or by OWNER in the field. Contractor shall salvage all timber as required by local Forestry representatives.

Clearing shall also include the removal of any existing structures, foundations, buried piping and conduit as directed by OWNER.

Contractor shall dispose of all clearing materials in accordance with all local, Provincial or Federal regulations, by burning or otherwise, on site or elsewhere and as approved by OWNER and shall obtain all required burning and disposal permits.

5.4 Stripping and Grubbing

Contractor shall strip and grub the site within the limits designated on the drawings by removing all tree stumps and other plant life, including all root structures, to a minimum depth of 300 mm below natural grade or to such greater depth as follows:

- a) Roadway areas to a depth of not less than 900 mm below finished grade or 600 mm below natural grade.
- b) Drainage ditches to a depth of not less than 300 mm below the finished sides and bottom.
- c) Areas directly under tankage to a depth of 600 mm below the tank bottom.
- d) Areas under earth dikes and pit areas around tankage to depth of 600 mm below finished grade.
- e) All loose boulders, semi-detached rocks and not directly in excavation but so close to the area to be excavated which in the opinion of the OWNER could endanger the workman equipment or the work shall be stripped off and removed away from the areas of excavation.

Contractor shall backfill excavations resulting from the removal of tree trunks, roots or other material, as part of the grubbing operation.

The filling area shall be compacted with a power roller of 8 to 10 ton capacity to obtain 90% of maximum proctor laboratory dry density of top soil as per IS:2720 Part 7.

Initial levels shall be taken again. These initial levels shall be considered for calculation of compaction volume of fill subsequently.

Contractor shall dispose of all stripping and grubbing materials in accordance with all local regulations, by burning or otherwise, on site or elsewhere and as approved by OWNER and shall obtain all required burning and disposal permits.

5.5 Excavation

Excavation shall include the removal and transportation of all excavated materials whether wet or dry, from the point of excavation to the point of final use or disposal. It shall also include the disposal of all unsuitable and surplus materials. The contractor may employ any suitable means, mechanical, manual or a combination of both.

Excavation and rough grading shall conform to the elevations and grades shown on the drawings. Rough grade shall be interpreted as the grade shown on the drawings within a tolerance of + 40 mm.

Excavation and rough grading to design subgrade shall be completed prior to excavation for foundations and trenches for underground piping and utilities.

Surplus materials resulting from excavation shall be deposited as fill in designated borrow pit areas or transported to designated spoil areas as directed by OWNER.

Borrow pit areas shall be cleared and grubbed in accordance with this specification and the topsoil stripped and stockpiled for future reclamation.

- a) The sides of the borrow pit shall be excavated to a slope of 4:1 and the excavation shall be carried out in such a way as to avoid ponding of water in the excavation.
- b) After completion of the borrow operation, Contractor shall spread the stockpile fill evenly over the entire pit area. The areas shall be left in a neat and tidy condition to the satisfaction of OWNER and the landowner upon whose land the pit is located.

Authorized over excavation is defined as that additional excavation required by OWNER as a result of unsuitable natural soils conditions. Replacement fill shall be placed and compacted in accordance with this specification.

Unauthorized over excavation is defined as that additional excavation required by OWNER which is necessitated by the result of the Contractor's operation or over excavation by Contractor's error. Replacement fill shall be placed and compacted in accordance with this specification, but at no additional cost to OWNER.

Excavation shall be cleaned, trimmed to exact shape and all disturbed materials and other debris removed.

When the excavations have been taken out to the lines specified or shown in the drawings and the surface cleared as specified, the contractor shall notify the OWNER that the excavation is ready for inspection and no further work shall be done with concrete or backfill until it has been inspected and approved by the OWNER.

5.6 Subgrade Preparation

Prior to placing fill, all excavated and rough graded areas shall be prepared as follows:

- a) Where the depth of fill to be placed is less than 900 mm, the stripped surface shall be scarified to a minimum depth of 150 mm and compacted to not less than 95 percent Standard Proctor maximum dry density; and soft spots developing during compaction shall be over-excavated, filled with general engineered fill and re-compacted.
- b) For depths of fill greater than 900 mm, the original surface shall be proof rolled; where soft spots are encountered, the surface shall be scarified to a minimum depth of 150 mm and re-compacted.
- c) For embankments the finished formation width, side slopes and grade of the embankment

shall be true to the line and level as shown on the drawing.

The embankment shall be made in layers not exceeding 250mm thickness (uncompacted thickness) over the whole width between the surfaces of the side slopes and shall be slightly concave in section so as to retain the water for water subsidence. All large clods shall be broken up.

In construction of embankment over the culverts or pipe drains care shall be taken to bring the embankment up, equally on both sides and over top of the structure.

Where fill is to be placed on original hillsides or existing embankments with a side slope greater than 5 horizontal to 1 vertical, the existing slope shall have benches excavated to key in the fill; the benches shall be cut to a minimum width of 3000 mm and constructed such that a slip plane does not develop between the existing material and the new fill material.

Proof rolling shall be carried out in the presence of qualified geotechnical personnel by using a rubber-tired roller with 4 wheels abreast, a rear axle load of 15,000 kg and a minimum tire pressure of 550 kPa. A single axle truck with a rear axle load of 10,000 kg and a minimum tire pressure at 550 kPa may be used in lieu of a roller.

The areas to be proof rolled shall receive two complete coverages in two directions at right angles to each other with the truck covering the whole area at a speed between

4km/hr and 8km/hr.

Any areas of soft, rutted or displaced materials detected during proof rolling shall be examined and either recompacted or the existing material removed and replaced with new fill material compacted to the specified density.

5.7 Placement and Compaction of Fill

Fill shall be general engineered fill placed in horizontal layers not exceeding 150 mm compacted depth to the lines and grades shown on the drawings.

Clods or lumps shall be broken up and mixed by blading, harrowing or similar method until a layer of uniform density is obtained. Each layer of material shall be uniform as to material, density and moisture content before beginning compaction. Fill material containing excessive or insufficient moisture shall be brought to the proper moisture content prior to rolling to achieve the specified compacted density.

The fill shall be compacted using rollers so as to obtain normally minimum of 90% of proctor dry density. Wherever layers of loose earth over an area has been removed during grading, the area shall be prepared by ploughing to loosen the earth. After addition of soil over the ploughed area, it shall be compacted to the desired density.

Compaction shall be carried out using equipment specifically designed for compaction purposes.

Only hand-held compaction equipment shall be used in the compaction of fill within 500 mm of retaining walls.

5.8 Tank Bases, Dikes and Road Subgrades

Tank bases, dikes and road subgrades shall conform to the dimensions and elevations shown on the drawings.

Material used for tank bases, dikes and road subgrades shall be general engineered fill and the compaction of this material shall be in accordance with this specification.

The bottom of excavations shall be kept dry and free of loose material or debris. Backfill material shall be placed on sound, natural undisturbed soil. All rocks that protrude above the final subgrade shall be removed.

Ponding of water in the excavation area or in the fill shall not be permitted. All materials disturbed by frost or ponded water shall be removed and replaced with compacted granular fill.

Temporary gaps of approximately 6000 mm wide shall be left open in the dikes to provide access during the construction of tanks and tank bases.

5.9 Excavation and Backfill for Trenches

Trenches shall be excavated so that the piping or other facilities can be laid to the alignment and depth shown on the drawings.

Trenches shall be of sufficient width to allow satisfactory jointing of pipe and tamping of backfill under and around the pipe.

Trench walls shall be vertical from the bottom of the trench to at least 100 mm above the top of the pipe and be smooth and free of projecting stones and boulders.

Adequate measures shall be taken to prevent slips, cave-ins and slides. Tunneling shall not be allowed unless approved in writing by OWNER. Slips caused due to negligence of the Contractor shall be cleared and later backfilled by the Contractor at his own expense.

The trench bottom shall be firm and fully capable of supporting the pipe to be installed. Where unstable material such as muck or peat is encountered, the trench bottom shall be over-excavated to a depth at which stable material is encountered and the over-excavation shall be backfilled with gravel or other suitable material, compacted in lifts not exceeding 200 mm to 95 percent Standard Proctor maximum dry density.

Where rock, hardpan or other unyielding material is encountered, the bottom of the trench shall be over-excavated to a distance below the pipe of one fourth of the pipe diameter but not less than 200 mm. The over-excavation shall be centered about the pipe, be 300 mm wider than the pipe outside diameter and be backfilled with a granular general engineered fill compacted to 95 percent Standard Proctor maximum dry density.

The bottom of excavations shall be kept dry and free of loose material or debris. Backfill material shall be placed on sound, natural undisturbed soil.

Ponding of water in the excavation area or in the fill shall not be permitted. All materials disturbed by frost or ponded water shall be removed and replaced with compacted granular fill.

Trenches shall be backfilled immediately after the pipes have been laid and inspected, except that 24 hours shall be allowed for cement mortar joints to set before beginning backfill. All temporary blocking or supports shall be removed prior to backfilling above the bottom one-fourth of the pipe.

Refilling of trench around pipe shall be with coarse sand or clean soil free from stones exceeding 5 mm in largest dimension, frozen lumps, chunks or highly plastic clay, or other deleterious materials.

Fill material for the backfill above a plane 300 mm above the top of the pipe may contain gravel and stones under 150 mm diameter except as governed by other applicable sections of this or other specifications.

Backfill material shall be placed equally along both sides of the pipe, in uniform layers not exceeding 150 mm loose depth, and compacted by hand, pneumatic tamer or other approved means, to a height equal to the top of the pipe. The remainder of the trench shall be backfilled and compacted to a density at least equal to that of the in situ material.

6.0 FINISHED GRADING

6.1 Work Involved

Finished grading shall include the following work: excavation, fill, compaction, disposal of surplus material, borrowing of suitable material, placing of finished gravel, construction of sidewalks, landscaping and related survey work.

6.2 General

The material requirement shall be as shown on the drawings.

Finished grading shall conform to the elevations and grades shown on the drawings.

Finished grade shall be interpreted as the grade shown on the drawings within a tolerance of + 25 mm. operating and building areas shall be properly graded so that they are free from low spots and that drainage will be carried away from these areas. Roads shall be suitably crowned and ditched to achieve adequate drainage.

6.3 Roads and Operating Areas

Roads and outside operating areas shall be surfaced with gravel laid on the subgrade prepared in accordance with this specification and as shown on the drawings.

The pit-run and crushed gravel for roads and operating area shall be compacted as shown on the drawings.

6.4 Sidewalks

Where sidewalks are required, excavate 75 mm into the subgrade and place a 75 mm thick layer of 20 mm crushed gravel.

Sidewalks shall be troweled once to a smooth surface and given a broom finish.

After sidewalks have been finished and before concrete sets, round all edges to a 6 mm radius and tool for a width of 50 mm on both sides of the rounded edge.

No traffic shall be allowed on the sidewalk for at least 24 hours after placing concrete.

7.0 SITE DRAINAGE

7.1 Drainage during Construction

During grading and excavating operations sufficient ditches and drains shall be placed to ensure adequate site drainage during construction in accordance with this specification.

7.2 Final Site Drainage

The final site drainage shall conform to the elevations, grades and details shown on the drawings.

Rip-rap shall be installed as shown on the drawings at confluence of main ditches, where lateral ditches enter main ditches above the invert of the main ditch and where turbulence is anticipated at the entrance and exits of culverts.

7.3 Installation of Culverts

Culverts shall generally be laid as shown otherwise on the drawings. Backfill above the culvert to grade shall be installed as described in this specification.

8.0 INSPECTION AND TESTING

8.1 General

Contractor shall provide access to the work at all times to OWNER's for checking materials, and fabrication and construction procedures.

OWNER's shall have the right to stop work and required repairs or alterations if, in his opinion, the materials or workmanship do not meet the required specification.

Any omissions or failure on the part of the Inspector to disapprove or reject any work or materials must not be construed as an acceptance of any defective work or materials.

Contractor will bear the cost of repair and additional inspection resulting from faulty material or workmanship.

8.2 Compaction Tests

The required tests and certification of compaction shall be made by an independent testing laboratory acceptable to the OWNER.

Compaction tests shall be carried out on every 600 m² of compacted area for each layer of fill.

Compaction testing shall be carried out on every 300 m² of compacted area for each layer of fill. Contractor shall allot sufficient time between each lift for the testing to be carried out.

The Contractor shall carry out at his own cost the required tests to prove that the soil has been well compacted to the desired dry density. These tests shall be carried out at different stages of filling and also after the full height has been completed. Since the degree of compaction

depends on the moisture content of soil, generally the optimum moisture content to be maintained within plus or minus 2% of optimum moisture content prior to rolling.

Quality control operations shall include but not limited to the following. Lines, levels and grading, checking quality of fill material, checking moisture content of fill material, checking degree of compaction.

If the material fails to meet the required density, the material shall be reworked or replaced and the construction method altered as necessary to obtain the required density.

9.0 RATES

Rates of clearing/grading cutting of trees/weeds as listed in the schedule of items will include the cost of all consumed materials, hire charges of tools. Plants and equipment. Cost of labor, insurances taxes, security and safety arrangement, supervision, transportation required for the work. The rates shall also include the costs to carry out tests for quality of fill materials, soil compaction and submit reports to OWNER as and when required.

10.0 CLEAN-UP AND RESTORATION

Upon completion of the Work, Contractor shall clean up and remove all loose material and debris resulting from the work from the job site, and dispose of it as waste material as directed by OWNER.

Before leaving the job site, Contractor shall ensure that all existing structures, roadways and graded areas damaged during the work are returned to a condition satisfactory to OWNER and at least equal to that which existed to be.

SPECIFICATIONS FOR CONCRETE WORKS

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1. SCOPE

This specification is applicable for Concrete Grade up to M60 and establishes the requirements of materials, mix proportioning, placing, curing, etc. of all types of cast-in-situ and precast concrete (ref. section 1.6) used in foundations, underground and above ground structures, floors, pavements etc. Any special requirements as shown or noted on the drawings shall supersede the provisions of this specification.

2. CODES, REGULATIONS AND STANDARDS

Construction of plain and reinforced concrete works shall be in accordance with the Indian Standard Code of Practice for "Plain and Reinforced Concrete" IS 456: 2000 along with all amendments till date and other relevant codes mentioned therein.

3. GRADES OF CONCRETE

Characteristic Compressive strength for different grades of concrete shall be as per Table-1.

**TABLE—1
GRADES OF CONCRETE**

Group	Grade Designation	Specified Characteristic Compressive Strength of 150 mm cube at 28 days (N/mm ²)
Ordinary Concrete	M10	10
	M15	15
	M20	20
Standard Concrete	M25	25
	M30	30
	M35	35
	M40	40
	M45	45
	M50	50
	M55	55
	M60	60

Note: The characteristic strength is defined as the strength of material below which not more than five (5) percent of the test results are expected to fall.

4. TYPE OF CONCRETE MIX

Unless otherwise noted on drawings, all lean/plain concrete shall be of Nominal Mix type and reinforced concrete shall be of Design Mix type.

4.1 Nominal Mix Concrete

This concrete shall be made (without preliminary tests) by adopting nominal concrete mix with proportions of materials as specified in Table 9 of IS: 456.

4.2 Design Mix Concrete

The mix shall be designed as per IS: 10262 in an approved laboratory to produce the grade of concrete having the required workability and characteristic strength not less than appropriate values given in Table-1. The target mean strength of concrete mix shall be equal to the characteristic strength plus 1.65 times the standard deviation.

As long as the quality of materials does not change, a mix design done earlier but not prior to one year may be considered adequate for later work. However, in case the source & quality of materials changes or there is a break in the continuity of construction, the EIC shall ask for a new design mix.

Irrespective of the grade of concrete required to be produced as per characteristic strength criteria, the minimum cement content and maximum water cement ratio in the design concrete shall be strictly maintained as stipulated in Table 5 of IS: 456.

5. CONCRETE MIX PROPORTIONING

Proportioning, as used in this specification, shall mean the process of determining the proportions of the various ingredients to be used to produce concrete of the required workability when fresh/green and strength, durability & surface finish, when hardened. The following information shall be collected prior to design of the concrete mix:

The EIC shall verify the strength of the concrete mix, before giving his sanction of its use. However, this does not absolve the Contractor of his responsibility as regards achieving the prescribed strength of the mix. If during the execution of the work, cube tests show lower strengths than required, the EIC shall order fresh trial mixes to be made by the Contractor. No claim to alter the rates of concrete work shall be entertained due to such changes in mix variations. Any variation in cement consumption shall be taken into consideration for material reconciliation. Preliminary mix designs shall be established well ahead of start of work.

5.1 Maximum Density

Suitable proportions of sand and the different sizes of coarse aggregates for each grade of concrete shall be selected to give as nearly as practicable the maximum density as per clause 10.2.3 of IS 456. This shall be determined by mathematical means, laboratory tests, field trials and suitable changes in aggregate gradation. The contractor shall ensure the same to the satisfaction of EIC.

5.2 Consistency

The concrete shall have a consistency such that it shall be workable in the required position and when properly vibrated it flows around reinforcing steel, all embedded fixtures, etc.

5.3 Workability

"Workability of Concrete" shall be as per clause 7 of IS: 456.

5.4 Durability

For achieving sufficiently durable concrete, strong, dense aggregates, low water-cement ratio and adequate cement content shall always be used. Workability of concrete shall be such that concrete can be completely compacted with the means available. Leak-proof formwork shall be used so as to ensure no loss of cement-slurry during pouring and compaction. Cover to reinforcement shall be uniform. Concrete mix design shall always take into account the type of cement, minimum cement content irrespective of the type of cement and maximum water cement ratio and minimum grade of concrete conforming to environmental exposure conditions (refer Table 3 of IS 456) as given in Table 5 of IS: 456.

Generally, following types of cement shall be used for Plain and Reinforced concrete works:

- a) 43 Grade Ordinary Portland cement conforming to IS: 8112.
- b) 53 Grade Ordinary Portland cement conforming to IS: 12269.
- c) Rapid hardening Portland cement conforming to IS: 8041.
- d) Portland Slag Cement conforming to IS: 455.
- e) Portland Pozzolana Cement(fly ash based) conforming to IS:1489(Part 1)
- f) Portland Pozzolana Cement (calcined clay based) conforming to IS: 1489(Part-2).
- g) Sulphate Resisting Portland Cement conforming to IS: 12330

Sulphate Resisting Portland Cement shall be used only for specific requirements depending on environmental and process exposure conditions to which the structures may be subjected to like high Sulphate concentrations, processes involving Sulphur handling etc.

5.5 Water Cement Ratio

Once a mix, including its water cement ratio, has been determined and approved for use by the EIC, that water cement ratio shall be maintained. The Contractor shall determine the water content of the aggregates frequently as the work progresses, and the amount of mixing water shall be adjusted so as to maintain the approved water cement ratio. Maximum water-cement ratio shall be as per Table 5 of IS: 456 for different exposure condition.

The minimum cement content as mentioned in Table 5 of IS: 456 shall be adjusted for aggregates other than 20mm nominal maximum size as defined in Table 6 of IS 456.

For maximum cement content refer CI.8.2.4.2 of IS: 456.

5.56 Limits - Deleterious Constituents

Careful selection of the mix and the constituent materials shall be made to limit the presence of deleterious constituents in concrete. The total acid soluble chloride content calculated from the mix proportion and the measured chloride content of each of the constituents shall not exceed 0.6 kg/m³ at the time of placing of concrete. The total water soluble Sulphate content of the concrete mix shall not exceed 4 percent by mass of the cement in the mix.

6. BATCHING

Refer clause 10.2 of IS: 456.

7. CONCRETE MIXING

Ready Mixed Concrete supplied by Ready Mixed Concrete Plants or from on/off-site batching plants (IS: 4926) shall be used for structural concrete.

All records and charts for the batching and mixing operations shall be prepared and maintained by the contractor in accordance with IS: 4926 or as per the instructions of EIC.

In case Ready Mixed Concrete is not available, the mixing of concrete shall be strictly carried out in an approved type of mechanical concrete mixer. The mixer shall be fitted with water measuring devices. The mixing shall be continued until there is a uniform distribution of the material and the mass is uniform in colour and consistency. If there is segregation after unloading from the mixer, the concrete shall be remixed.

7.1 Mixer

Mechanical Mixers shall comply with IS: 1791 and 12119 and shall be maintained in satisfactory operating condition. These shall be used only for producing lean/ plain concrete and/ or nominal mix concrete wherever permitted.

7.2 Mixing Time

Mixing time shall be as indicated in the following Table-2. Excessive mixing requiring additions of water shall not be permitted. Time shall start when all solid materials are poured in the revolving mixer drum, provided that all of the mixing water shall be introduced before one-fourth of the mixing time has elapsed. The EIC may, however, direct a change in the mixing time, if he considers such a change necessary.

TABLE —2

MINIMUM MIXING TIME FOR MIXERS

Capacity of Mixer	Minimum mixing time
2 m ³ or less	2 minutes
Above 2 m ³	3 minutes or as recommended by the mixer manufacturer.

7.3 Hand Mixing

Hand mixing of concrete shall not be permitted. However, for non-critical applications namely foundations for crossovers, isolated operating platforms etc., using concrete up to grade M20 and located at far away isolated places, this may be permitted by the Engineering-in-charge as a special case. Mixing shall be carried out on a water tight platform and care shall be taken to ensure that mixing is continued until the mass is uniform in colour and consistency. No extra payment shall be made to the Contractor for mixing by hand or for using extra cement due to hand mixing.

7.4 Additives

Additive in concrete shall be used only with the prior approval of the EIC and shall comply with CI.

5.5 of IS: 456. Any additive used for obtaining proper workability or leak proof of concrete or repair/rendering works of concrete due to non-conformance to the specifications, shall not be measured and paid for. All costs relating to such usage shall be borne by the Contractor.

8. TRANSPORTATION, PLACING AND COMPACTION

8.1 General

The entire concrete placing programme including transportation arrangements, deployment of equipment, layout, proposed procedures and methods, shall be submitted to the EIC 24 hours prior to concreting for approval. No concreting shall be placed until his approval has been received. Approval of the EIC for pouring concrete shall be taken as 'conveyed', when the concrete pour card is signed by him.

8.2 Chuting

The use of long troughs, chutes and pipes for conveying concrete from the mixer to the forms shall be permitted only on written authorization from the EIC. In case an inferior quality of concrete is produced by the use of such conveyors, the EIC may order discontinuance of their use and the substitution of a satisfactory method of placing the concrete. Open troughs and chutes shall be equipped with baffles and be in short lengths to avoid segregation. Chutes shall be designed so that the concrete is, to some extent, remixed at the lower end by passing down through a funnel shaped pipe or drop chute. Alternatively, they shall discharge into a storage hopper from which the concrete shall be transported to the point of placing by wheel barrows or other means. Where drop chutes are used, a sufficient number of these must be provided, so that the concrete discharged from the chute is not required to flow laterally more than 1.0 metre. Where a drop chute is swung from the vertical, the bottom two sections must be maintained in a vertical position to avoid segregation. The addition of water at any point in the system of transportation, to facilitate the movement of concrete shall not be permitted. All chutes, troughs and pipes, shall be kept clean and free from coatings of hardened concrete by thoroughly flushing them with water after each run; water used for flushing shall be discharged clear of the structure.

8.3 Vibrators

Concrete shall be compacted with mechanical vibrating equipment supplemented, if necessary to obtain consolidation, by hand spreading, rodding and tamping. The vibrators shall be of immersion type with operational frequency ranging from 8,000 to 12,000 vibrations per minute. All vibrators shall comply with IS: 2505. Screenshot concrete vibrators or concreting vibrating tables or form vibrators conforming to IS: 2506, 2514 and 4656 respectively shall be used where specifically required and directed by EIC.

Immersion type vibrators shall be inserted in a vertical position at intervals of about 600mm, depending upon the mix, the equipment used, and experience on work. The vibrators shall be withdrawn slowly. The spacing shall provide some overlapping of the area vibrated at each insertion. In no case shall vibrators be used to transport concrete inside the forms. Over vibration or under

vibration shall not be permitted as both are harmful. Hand tamping in some cases may be allowed subject to the approval of the EIC.

In placing concrete in layers which are advancing horizontally as the work progresses, great care shall be exercised to ensure adequate vibration, bonding and moulding of the concrete between the succeeding batches.

The vibrator shall penetrate the layer being placed and also penetrate the layer below while the under layer is still plastic to ensure good bond and homogeneity between the two layers and prevent the formation of cold joints.

Care shall be taken to prevent contact of vibrators against all embedded reinforcing steel or inserts. Vibrators shall not be allowed to come in contact with forms.

The use of form vibrators shall not be permitted for compaction of in-situ concrete without specific authorization of the EIC.

The use of surface vibrators of screed board type shall not be permitted for consolidation of concrete under ordinary conditions. However, for thin slabs (of thickness less than 200mm) surface vibration by such vibrators may be permitted, upon approval of the EIC.

Whenever vibration has to be applied externally, the design of formwork and the disposition of vibrators shall be carefully planned to ensure efficient compaction and to avoid surface blemishes.

8.4 Transportation

All concrete shall be conveyed from the mixer to the place of final deposit such as formwork as rapidly as possible using suitable buckets, dumpers, pumps, transit mixers containers or conveyors which shall be mortar leak tight. Care shall be taken to prevent the segregation or loss of the ingredients and maintaining the required workability. For structural concrete produced from Ready Mixed Concrete/ Batching Plants, concrete shall be transported from the plants to the sites only by transit mixers and Delivery Ticket for each delivery of concrete shall be maintained by the contractor.

During hot or cold weather, concrete shall be transported in deep containers. Other suitable methods to reduce the loss of water by evaporation in hot weather and heat loss in cold weather may also be adopted. All equipment used for transporting and placing of concrete shall be maintained in clean condition. All buckets, hoppers, chutes, dumpers and other equipment shall be thoroughly cleaned after each use.

8.5 Placing and Compaction

Before placing concrete, all soil surfaces upon which or against which concrete is to be placed shall be well compacted and free from standing water, mud or debris. Soft or yielding soil shall be removed and replaced, with lean concrete or with selected soils/sand and compacted to the density as directed by EIC. The surface of absorptive soil (against which concrete is to be placed) shall be moistened thoroughly so that moisture is not drawn from the freshly placed concrete. Similarly, for concrete to be placed on formworks, all chippings, shavings and sawdust etc. shall be removed from the interior of the forms before the concrete is placed.

Concrete shall not be placed until the formwork, the placement of reinforcing steel, embedded parts; pockets etc. have been inspected and approved by the Engineer- in-Charge. Any accumulated water on the surface of the bedding layer shall be removed by suitable means before start of placement. No concrete shall be placed on a water covered surface.

Concrete shall be discharged by vertical drop only and the drop height shall not normally exceed 1.5 metre throughout all stages of delivery until the concrete comes to rest in forms. However, drop height can be relaxed by the EIC as per the provisions given under Cl. 8.1.1. For continuous concreting operation windows of suitable size shall be kept in the formwork or chutes shall be used to avoid segregation of concrete.

Concrete shall be deposited as near as practicable in its final position to avoid re-handling. Concrete shall be placed in successive horizontal layers. The bucket loads, or other units of deposit, shall be placed progressively along the face of the layer with such over-lap as will facilitate spreading the layer of uniform depth and texture with a minimum of hand shovelling. Any tendency to segregation shall be corrected by shovelling coarse aggregates into mortar rather than mortar on the coarse aggregates. Such a tendency for segregation shall be corrected by redesign of mix, change in process or other means, as directed by the EIC.

All struts, stays and braces (serving temporarily to hold the forms in correct shape and alignment pending the placing of concrete at their locations) shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. These shall not be buried in the concrete. Concrete shall be thoroughly compacted with vibrators and fully worked around the reinforcement, embedded fixtures and into corners of formwork before setting commences and shall not be subsequently disturbed. Methods of placing shall be such as to preclude segregation and avoid displacement of reinforcement or formwork. The formation of stone-pockets or mortar bondage in corners and against face forms shall not be permitted.

Should these occur, they shall be dug out, reformed and refilled to sufficient depth and shape for thorough bonding as directed by the EIC. Care shall be taken to avoid displacement of reinforcement and embedded inserts or movement of formwork.

Unless otherwise approved, concrete shall be placed in single operation to the full thickness of foundation rafts, slabs, beams and similar members. Concrete shall be placed continuously until completion of the part of the work between approved construction joints or as directed by the EIC.

The method of placing and compaction employed in any particular section of the work shall be to the entire satisfaction of the EIC.

During hot weather (atmospheric temperature above 40 degree Celsius) or cold weather (atmospheric temperature below 5 degree Celsius, the concreting shall be done as per the procedure set out in IS: 7861). Concrete that has set standing and becomes stiffened shall not be used in the work.

8.6 Continuous Concreting

Where called out on the drawings, continuous concreting shall be done in a single operation as per the requirements of IS: 456 and IS: 2974. Sufficient "Windows" shall be left in the formwork for pouring & compaction of concrete and inspection. These windows shall be fixed tight once the level of concrete reaches their levels.

8.7 Concreting under special conditions

- a) Work in extreme weather conditions during hot or cold weather, the concreting shall be done as per procedure set out in IS: 7861(Part 1) or IS: 7861 (Part2).
- b) Under water concreting shall be as per clause 14.2 of IS: 456.

8.8 Items Embedded in Concrete

Concreting shall not be started unless the electrical conduits, pipes, fixtures etc., wherever required, are laid by the concerned agency. The Contractor shall afford all the facilities and maintain co-ordination of work with other agencies engaged in electrical and such other works as directed by the EIC.

Before concreting, the Contractor shall provide, fabricate and lay in proper position all metal inserts, anchor bolts, pipes etc. (which are required to be embedded in concrete members) as per relevant drawings and directions of EIC.

All embedment, inserts etc. shall be fully held and secured in their respective positions by the concerned agencies to the entire satisfaction of EIC so as to avoid any dislocation or displacement during the concreting operations. The Contractor shall take all possible care during concreting to maintain these embedment/inserts in their exact locations.

9. CONSTRUCTION JOINTS

Construction joints shall be provided in position as shown or described on the drawings or as directed by the EIC. Such joints shall be kept to the minimum. These shall be straight and at right angles to the direction of main reinforcement and shall be placed at accessible locations to permit cleaning out of laitance, cement slurry and unsound concrete.

In a column, the joint shall be formed about 100mm to 150mm below the lowest soffit of the beams framing into it. Concrete in a beam and slab shall be placed throughout without a joint but if the provision of a joint is unavoidable, the joint shall be vertical and located within 1/3 to 1/4 of the span, unless otherwise shown on the drawings.

When stopping the concrete on a vertical plane in slabs and beams, an approved stop board shall be placed with necessary slots for reinforcement bars. The construction joints shall be keyed by providing a triangular or trapezoidal fillet nailed on the stop board. Inclined joints shall not be permitted. Any concrete flowing through the joints of stop board shall be removed soon after the initial set. When concrete is stopped on a horizontal plane, the surface shall be roughened and cleaned after the initial set and a triangular or trapezoidal groove shall be provided for keying with the new concrete later.

When the work has to be resumed on a surface which has hardened, such surface shall be cleared of any foreign materials and roughened to expose the tips of the coarse aggregate. This may be done by manual chipping of concrete, with a high pressure water jet or by any other appropriate means as per EIC's directions. It shall then be swept clean and thoroughly washed and wetted before any new concrete is poured. Any set mortar or concrete sticking to the exposed reinforcing rods in and around such joints shall be thoroughly removed. The reinforcements shall be wire brushed and washed just before pouring any cement slurry or mortar. For vertical joints neat cement slurry shall be applied on the surface before it is dry. For horizontal joints the surface shall be covered with a layer of mortar about 10 to 15mm thick composed of cement and sand in the same ratio as the cement and sand in

concrete mix., This layer of cement slurry or mortar shall be freshly mixed and applied immediately before placing new concrete.

Where the concrete has not fully hardened, all laitance shall be removed by scrubbing the wet surface with wire or bristle brushes, care being taken to avoid dislodgement of particles of aggregate. The surface shall be thoroughly wetted and all free water removed. The surface shall then be coated with neat cement slurry. On this surface layer of concrete not exceeding 150mm in thickness shall first be placed and shall be well rammed against old work, particular attention being paid to corners and close spots; work thereafter shall proceed in normal way.

10. SEPARATION JOINT

Separation joint shall be obtained by using an approved Alkathene sheet stuck on the surface against which concrete shall be placed. Adequate care shall be taken to cause no damage to the sheet.

11. EXPANSION JOINTS/ISOLATION JOINT

Expansion/ Isolation joints in structures shall be formed in the positions and to the shapes shown in the relevant drawings. Joints shall be filled with joint filling material as stipulated in the drawings/schedule of rates. Isolation joints shall be provided around all equipment foundations, columns, pedestals, trenches etc.on grade.

12. WATER STOPS

PVC water stops as per Specification for “Standard specification for Civil and Structural Works - Materials” (provided in this tender document) or materials shall be accurately cut, fitted and integrally joined as per manufacturer's specifications to provide a continuous, watertight diaphragm at all points.

The water stops shall be located and embedded at expansion/contraction/ construction joints as indicated in the drawings or directed by the EIC.

Adequate provision shall be made for the support and protection of water stops during the progress of the work. Damaged water stops shall be replaced and/or repaired as directed.

13. PROTECTION OF FRESHLY LAID CONCRETE

Newly placed concrete shall be protected, by approved means, from rain, sun and wind. Concrete placed below the ground level shall be protected from falling earth during and after placing. Surface shall be kept free from contact with such ground or with water draining from such ground during placing of concrete for a period of at least 3 days, unless otherwise directed by the EIC. The ground water around newly poured concrete shall be kept to an approved level by pumping or other approved means of drainage and adequate steps shall be taken to prevent floatation and flooding. Steps shall be taken to protect immature concrete from damage by debris, loading, vibration, abrasion, mixing with deleterious materials that may, in the opinion of the EIC, impair the strength and/or durability of the concrete.

14. CURING

Concrete shall be cured by keeping it continuously moist wet for the specified period of time to ensure complete hydration of cement and its hardening. Curing shall be started after 8 hours of placement of concrete in normal weather, and in hot weather after 4 hours. The water used for curing shall be of the same quality as that used for making of concrete.

Curing shall be assured by use of an ample water supply under pressure in pipes, with all necessary appliances such as hose, sprinklers etc. A layer of sacking, canvas, hessian, or other approved material, which will hold moisture for long periods and prevent loss of moisture from the concrete, shall be used as covering. Type of covering which would stain, disfigure or damage the concrete, during and after the curing period, shall not be used. Only approved covering shall be used for curing.

Exposed surfaces of concrete shall be maintained continuously in a damp or wet condition for at least the first 7 days after placing of concrete.

The Contractor shall have all equipment and materials required for curing on hand and ready to use before concrete is placed.

For curing the concrete in pavements, floors, flat roofs or other level surfaces, the ponding method of curing shall be used. For the first 24 hours after concreting, the concrete shall be cured by use of wet sacking, canvas, hessian etc. The minimum water depth of 25mm for ponding shall be maintained. The method of containing the ponded water shall be approved by the EIC.

The ponded areas shall be kept continuously filled with water, and leaks, if any, shall be promptly repaired. Areas cured by ponding method shall be cleared of all debris and foreign materials after curing period is over.

Alternatively, membrane curing may be used in lieu of moist curing with the permission of the EIC. Such compounds shall be applied to all exposed surfaces of the concrete by spraying or brushing as soon as possible after the concrete has set. Minimum film thickness of such curing compounds shall be as per the recommendation of the manufacturer so as to obtain an efficiency of 90% as specified by BS-8110. This film of curing compound shall be fully removed from the concrete surface after the curing period specified earlier. EIC may not allow curing by curing compounds for those surfaces where use of curing compound may be detrimental to application of future finishes over the concrete. Impermeable membranes such as polyethylene sheeting closely covering the concrete surface may also be used.

For concretes containing Portland pozzolana cement or Portland slag cement, the curing period as given in Cl. 14.1 shall be doubled. Curing by ponding shall, however, commence after the first 24 hours of concreting.

15. FIELD TESTS Grading Test

Grading test on fine and coarse aggregates shall be carried out as per IS: 2386 at intervals specified by the EIC.

16. INSPECTION AND TESTING OF STRUCTURES Inspection

To ensure that the construction complies with the design, an inspection procedure shall be set up by the contractor and duly approved by the Engineer-in Charge covering materials used, receipt of materials, their test results, records, workmanship and construction etc.

Contractor shall ensure that the surface which is to receive the grout is at proper level and so are the openings for pockets as per Cl. 15.3.9.7 & 15.3.9.8.

Immediately after stripping the formwork, all concrete shall be carefully inspected and any defective work or small defects either removed or made good before concrete has thoroughly hardened.

Testing

In case of doubt regarding the grade or soundness of concrete used, either due to poor workmanship or based on results of cube strength, compressive strength tests of concrete on the basis of clause 17.4 of IS:456 and/or load test as per clause 17.6 of IS: 456 shall be carried out.

The EIC shall be the final authority for interpreting the results of all tests and shall decide upon the acceptance or otherwise. The decision of the EIC shall be final and binding on the contractor. In case the results of the tests are unsatisfactory, the EIC may instruct the contractor to demolish and reconstruct the structure or part thereof without any extra cost to the Owner.

17. FINISHING OF CONCRETE

On striking the formwork, all surface defects such as bulges, ridges and honey-combing etc. observed shall be brought to the notice of the EIC. The EIC may, at his discretion allow rectification by necessary chipping and packing or grouting with concrete or cement mortar. However, if honey-combing or sagging is of such extent as being undesirable, the EIC may reject the work totally and his decision shall be binding. No extra payment shall be made for rectifying these defects, demolishing and reconstructing the structure. However, quantity of cement actually used for this purpose may be considered for reconciliation of materials. All burrs and uneven faces shall be rubbed smooth with the help of carborundum stone.

The surface of non-shuttered faces shall be smoothed with a wooden float to give a finish similar to that of the rubbed down shuttered faces. Concealed concrete faces shall be left as from the formwork except that honey-combed surface shall be made good as specified above. The top faces of slabs not intended to be covered shall be levelled and floated to a smooth finish to the rises or falls shown on the drawings or as directed. The floating shall not be executed to the extent of bringing excess fine materials to the surface.

The top faces of slabs intended to be covered with screed, granolithic or similar finishes, shall be left with rough finish.

17.1 Repair and Replacement of Unsatisfactory Concrete

Repair shall be made as soon as possible after the forms are removed and before the concrete becomes too hard with prior permission from the EIC, in writing. Stone pockets, segregation patches and damaged areas shall be chipped out and the edges undercut slightly to form a key. All loose material shall be washed out before patching. No excess water shall be left in the cavity, but the concrete shall be damp. A good bond between the patch and parent concrete shall be obtained by sprinkling dry cement on the wet surface or by throwing mortar with force on to the wetted concrete, or by brush in a coat of thick cement grout of about 1:1 (1 cement:1 sand) just before applying the patching material. Before this has dried, the remainder of the patch shall be filled with mortar or concrete, depending on the extent of the repair.

Cement concrete/mortar used in repair of exposed surfaces shall be made with cement from the same source as that used in concrete and blended with sufficient amount of white Portland cement to produce the same colour as in the adjoining concrete. The proportions of ingredients shall be same as those used in parent concrete. The mortar shall be as dry as possible and well compacted into the cavity. All filling shall be tightly bonded to the concrete and shall be sound, free from shrinkage cracks after the filling has been cured and dried.

For larger repairs to hardened concrete, necessary formwork bearing tightly at the edges of the cavity shall be provided. Concrete shall be chipped out to a depth of at least 100mm and preferably 150mm. Mortar shall be scrubbed into all surfaces with a wire brush before placing the concrete. Damaged reinforcement shall be adequately spliced with new steel so as to maintain the original strength. Additional reinforcement, if required in the patch, shall be provided as per the instructions of EIC.

In case, in the opinion of the EIC, defects in the concrete is excessive or beyond repair, the contractor shall either redo the structure or take other remedial measures as instructed by the EIC. The decision of the EIC shall be final and binding to all in this respect.

All repair works due to non-conformance or non-adherence to specification, if allowed by the EIC, shall be carried out free of cost to the owner.

17.2 Curing of Patched Work

Immediately after patching is completed, the patched area shall be covered with an approved non-staining water saturated material which shall be kept wet and protected against sun and wind for a period of 12 hours. Thereafter, the patched area shall be kept continuously wet by a fine spray or sprinkling for not less than 10 days.

18. WATERPROOF CEMENT PAINT

Wherever specified, concrete elements (whether cast-in-situ or precast) exposed to atmosphere shall be provided with three coats of cement based waterproof paint as per IS: 5410 provided these surfaces shall not contain any protective coating. Prior to application of the paint, the surface shall be prepared to remove all foreign particles, loose materials, extra deposited concrete lumps, etc. using appropriate mechanical/ manual means.

SPECIFICATION FOR GROUTING

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1. SCOPE

This specification covers the general requirements for grouting of foundation bolts for steel structures foundations, equipment foundations etc.

2. CODES & STANDARDS

- IS: 1542 Specification for Sand for Plaster
- IS: 2116 Specification for Sand for Masonry Mortars
- IS: 8112 Specification for 43 Grade Ordinary Portland cement

NOTE: Latest edition of all Codes and Standards shall be followed.

3. REFERENCE OF SPECIFICATIONS / STANDARDS

Following standard specification shall be enclosed as part of the job specifications.

Technical Specifications - Civil and Structural Works - Materials

4. MATERIALS

Refer specification for materials attached elsewhere in the tender.

5. CONSTRUCTION DETAIL

5.1. Prior to positioning of structural columns/girders/ trusses over the concrete Pedestals /columns/brackets, all laitance & loose material shall be removed by wire brushing & chipping. The bearing concrete surfaces shall be sufficiently levelled, hacked with flat chisels to make them rough, cleaned (using compressed air) and made thoroughly wet. All pockets for anchor bolts shall also be similarly cleaned and any excess water removed. Thereafter, the structural member shall be erected, aligned & plumbed maintaining the base Plates /shoe plates at the levels shown in the drawings, with necessary shims/pack Plates /wedges.

5.2. After final alignment and plumbing of the structure, the forms shall be constructed all round and joints made tight to prevent leakage. Grouting (under the base plates/shoe plates including grouting of sleeves & pockets) shall be done with non-shrink grout having compressive strength (28 days) not less than 40N/ sq. mm Non shrink grout shall be of free flow premix type and of approved quality and make. It shall be mixed with water in proportion as specified by the manufacturer. Ordinary 1:2 cement/sand mortar grout shall be used only for small, isolated structures e.g. operating platforms not supporting any equipment, pipe supports, crossovers, stairs & ladders. The thickness of grout shall be as shown on the drawings but not less than 25 mm nor more than 40mm in any case.

5.3. The grout mixture shall be poured continuously (without any interruption till completion) by grouting pumps from one side of the base plate and spread uniformly with flexible steel strips and rammed with rods, till the space is filled solidly and the grout mixture carried to the other side of the base plate.

5.4. The grout mixture shall be allowed to harden for a period as decided by the Engineer-in-Charge of EIC. At the end of this period, the shims/wedges/pack plates may be removed and anchor bolts tightened uniformly. The alignment of the structure shall now be rechecked and if found correct, the voids left by the removal of shims/wedges/pack plates (if removed) must be filled up with a similar mixture of grout. In case after checking, if serious misalignment is noticed, the grout shall be removed completely and fresh grouting done after making appropriate correction of alignment at no cost to the EIC.

5.5. Grouting shall be measured in cubic meter basis of the finished surface. The rate shall include cost of grouting, transportation to place of site or place of work, grouting to required depth, tamping, etc. and all the operations mentioned above.

SPECIFICATION FOR ROOFING & SIDING WORK

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This specification covers the requirement of Galvanized Iron Sheet and Pre color coated Galvanized Iron Sheet, Galvalume steel sheets for roofing and siding including corner ridge pieces, eaves filler pieces, gutters, rain water down takes, roof insulations, vents etc. and all other accessories.

6. APPLICABLE CODES

Wherever reference is made to IS Codes, on any page of this Technical Specification, latest publication of IS Code shall be considered.

The Indian Standard Codes applicable to this section shall include but not limited to the following.

IS 277	: Galvanized steel sheets (Plain and corrugated).
IS 513	: Cold rolled low carbon steel sheets and strips.
IS 730	: Hook bolts for corrugated sheet roofing.
IS 1230	: Cast iron rain water pipes and fittings.
IS 1728	: Specification for sheet metal rain water pipes upto 100mm Nominal size, gutters, fitting, accessories
IS 2629	: Recommended Practice for hot dip galvanizing on iron and steel
IS 2858	: Code of Practice for roofing with Mangalore tiles.
IS 3978	: Code of Practice for manufacture of burnt clay Mangalore pattern roofing tiles.
IS 4671	: Expanded polystyrene for thermal insulation.
IS 6745	: Methods for determination of mass of zinc coating on zinc coated iron and steel articles.
IS 8183	: Bonded mineral Wool.
IS 13229	: Zinc for galvanizing.
IS 14164	: Industrial application & finishing of thermal insulation material at temperature above 80 degree & upto 700 degree Superseding IS 7240 & IS 7413)

7. PRIORITY OF REQUIREMENTS

In case of any variation and discrepancy in condition between the Job Specific Requirement mentioned in Schedule of Rates or in the Scope of Work, this specification and codes, order of priority shall be as under.

- 1) Job Specific Requirement
- 2) This Specification
- 3) Codes

8. CORRUGATED GALVANISED IRON SHEETS FOR ROOFING AND SIDING

8.1. General

This specification covers supply and erection of galvanized iron corrugated sheets including flashings, fittings, valley gutters etc. for roofing and cladding of buildings.

8.2. Material

Material for Galvanized Iron sheets shall be in accordance with IS 277. Thickness of sheet and depth pitch of corrugation should be properly chosen depending on the spacing of purlins and loading. This should be supported by certificate from the manufacturer and approved by Engineer-In-Charge.

Grade of zinc coating shall be as per clause 7.3 of IS 277.

Minimum recommended thickness of Corrugated Galvanized Iron sheet for various use shall be as follows.

- 1) Roofing : Thk. 0.65 mm to 1.0 mm
- 2) Side cladding : Thk. 0.65 mm to 1.0 mm
- 3) Flashings : All necessary galvanized flashings, ridging, capping cable and corner trimmings shall be of Thk. 0.65 mm to 1.0 mm

The sheets shall be free from cracks, split edges, twists, surface flaws, etc. They shall be clean, bright and smooth. The galvanizing shall be uninjured and in perfect condition. The sheet shall show no signs of rust or white powdery deposits on the surface. The corrugation shall be uniform in depth and pitch and parallel with the sides.

8.3. Spacing of Purlins

One purlin each shall be provided at the ridge and the eaves. Spacing of purlins shall be as per manufacturer's recommendation for adopted sheet thickness and number of corrugations. Purlin shall coincide with the centre line of the end lap.

8.4. Painting for Purlins

The top surfaces of the purlins shall be painted before fixing the sheets and the embedded portion shall be applied with two coats of coal tar.

8.5. Laying of sheets

The sheets shall be laid and fixed in the manner described below unless otherwise shown in the working Drawings or as directed by Engineer-In-Charge.

Sheets shall be laid on the Purlins to a true plain with the lines of corrugations truly parallel or normal to the sides of the area to be covered, unless otherwise required as in special shaped roofs.

The sheets shall not generally be built into gables and parapets. They shall be bent up along their side edges close to the wall and the junction shall be protected by suitable flashing or by a projecting drip course, the latter to cover the junction by at least 75 mm.

8.6. Laps

All roofing sheets shall be provided with double corrugation side laps and 150mm end lap.

All side cladding sheets shall be provided with single corrugation side lap and 100mm end lap.

8.7. Cutting of sheets

Sheets shall be cut according to the dimensions and as per the drawings. Sheets shall be cut with a straight edge and chisel to give a straight finish.

8.8. Fixing of sheets

The sheets shall be fixed to the purlins and cladding runners with J or L polymer coated galvanized bolts, polymer cap, seal washer and thrust washer.

The bolts shall pass through the crown of the corrugations and shall be long enough to project at least 12mm above the top of their nuts.

The grip of J or L hook bolts on the side of purlins shall not be less than 25mm.

There shall be at least three hook bolts placed at ridges of corrugations in each sheet in every purlin and their spacing shall not exceed 300mm.

Sheets shall be joined together at side laps by polymer coated bolts and nuts. Each bolt shall be fixed with polymer cap, seal washer and polymer coated thrust washer.

Bolts shall be placed zigzag on overlapping corrugations. This spacing of the bolts shall not exceed 600mm in each of the staggered rows.

8.9. Holes

Holes for all bolts shall be drilled in the ridges of the corrugations from the underside before placing in position. The holes in the sheet shall be at least 50mm from the edge. The holes in the washers shall be of exact diameter of the hook bolts or the seam bolts. The nuts shall be tightened from above to give a leak proof roof. Sheets with holes drilled wrongly shall be rejected.

8.10. Ridges and Hips

The overlap for ridges and hips on either side of G.I. sheet and end legs shall be at least 225mm. Ridges and hips shall be fixed to the purlins with polymer coated hook bolts, thrust washer and polymer cap. At least one of the fixing bolts shall pass through the end laps of ridges and hips on either side. If it is not possible extra hook bolts shall be provided.

Ridges and hips shall fit squarely on the sheets.

8.11. Valleys and Flashings

The edge, wherever the roof sheeting or valley gutter is turned up against a wall shall be made weather proof with flashing. Flashing shall be bent to shape and fixed as specified. Lap over the sheet shall be minimum 150mm. End laps between flashing sheets shall not be less than 225mm.

Flashing shall be inserted into brick work or masonry joints to a depth of 50mm and shall be filled with cement mortar (1:3). When flashing has to be laid at a slope, it shall be stepped at each course of masonry. The steps shall be cut back at an angle of at least 30°.

Valleys shall be bent to shape and shall have at least 225mm end lap and projection on either side under GI sheet. Valleys shall be fixed to the roof members below with polymer coated GI bolts, polymer cap, seal washer and polymer coated thrust washer. At least one fixing bolt shall pass through end laps of the valley piece.

8.12. Gutters

The longitudinal edges shall be turned back by 12mm and beaten to form a rounded edge. The ends of the sheet at junctions of pieces shall be hooked into each other and beaten flush to avoid leakage.

Gutters shall be laid to minimum 1:120 slope. Gutters shall be true to line and slope and shall be supported by brackets as specified.

8.13. Wind Ties

Wind ties shall be of 40mm x 6mm flat section unless otherwise specified. These shall be fixed at the two eaves end of the sheet. Fixing shall be done with the same bolts which secure sheets to the purlins. Slot holes shall be cut in the wind ties to allow for temperature variations.

This work item shall be measured net in square meters in accordance with drawings. Each opening exceeding 0.4 M² in area shall be deducted from the net measurement.

9. PRE COLOR COATED GALVANISED STEEL SHEETS FOR ROOFING AND SIDING

9.1. Material

The base metal of the roofing shall be cold rolled steel sheet conforming to IS 513 (240 MPa Yield strength). It shall be galvanized by hot-dip process as per IS 277.

Zinc coating mass	: 175 gm/m ² minimum
Primer coat	: Epoxy primer - 5 microns minimum
Top coat	: Polyester coat
(Top exposed surface)	: 20 microns minimum
Back coat	: Epoxy coating
(Bottom unexposed surface)	: 7 microns minimum
Overall sheet thickness	: 0.50 mm to 0.65 mm

9.2. Properties

The Percolated galvanized steel sheets shall meet the following performance standards.

Pencil Hardness	: F minimum
Salt spray test	: 750 hours
QUV Weather meter Test	: 750 hours
Humidity Test	: 750 hours
Temperature Resistance	: 100° C

9.3. Profile

The profile shall have a depth of not less than 30mm and pitch of 190mm to 255mm.

9.4. Accessories

All roofing accessories like ridge, gutters, north light curves etc. shall be fabricated out of the approved Pre-coated sheet as per drawing.

Metallic Fasteners and Fixing accessories shall be corrosion proof. Nonmetallic fasteners shall be of neoprene. Sealants shall be neutral cure type and cold setting variety.

9.5. Laying and fixing of sheets

Laying and fixing of sheets shall be as per approved manufacturer's instructions.

9.6. Guarantee

CONTRACTOR shall give a guarantee of 15 years for the coating of sheet.

This work item shall be measured net sloping area covered by sheeting and roof gutter and excluding laps & fixing accessories in square meters in accordance with drawings. Each opening exceeding 0.4 M2 in area shall be deducted from the net measurement.

Work elements to be included:

Providing and hauling Pre color coated galvanized iron sheets to working place at roof level. Placing/fixing sheets in position including overlapping of adjacent sheets as per drawing. Drilling holes, fixing the sheets with special fasteners (corrosion – proof coated) as per Manufacturers’ specifications. Making opening for piping, duct, etc. and weathering for opening, including providing and installing flashing as per drawing and as instructed by Engineer-In-charge. Fixing the special fixtures, such as ridge covers, gable covers, etc. with special fasteners as per manufacturer’s specifications. Checking alignment and proper tightening of all the screws used for fixing sheets and other accessories. Erection and dismantling all necessary metallic scaffolding to work at higher levels as per safety Norms.

10. PRE COLOR COATED GALVALUME STEEL SHEETS FOR ROOFING AND SIDING

10.1. Material

The base metal of the roofing shall be cold rolled steel sheet conforming to IS 513 (275 MPa Yield strength). It shall be zinc aluminum coated by hot-dip process as per IS 277 & AS 1397. The alloy coating comprises of 55% aluminum, 43.5% Zinc and 1.5% silicon.

Zinc-aluminum alloy	: 150 gm/m2 minimum
Coating mass	
Primer coat	: Epoxy primer- 5-7 microns minimum
Top coat	: Polyester coat
(Top exposed surface)	: 20 microns minimum
Back coat	: Epoxy coating (Bottom unexposed surface) 7 microns minimum
Overall sheet thickness	: 0.55 mm to 0.68 mm

10.2. Properties

The Percolated galvanized steel sheets shall meet the following performance standards.

Pencil Hardness	: HB minimum
Salt spray test	: 1000 hours
QUV Weather meter Test	: 1000 hours
Humidity Test	: 1000 hours
Temperature Resistance	: 100° C FOR 24HRS

10.3. Profile

The profile shall have a depth of not less than 28mm and pitch of 195 mm to 255mm.

10.4. Accessories

All roofing accessories like ridge, flashing, gutters, north light curves etc. shall be fabricated out of the approved Pre-coated sheet as per drawing.

Metallic self-drilling self-tapping Fasteners for fixing shall be corrosion proof. Meeting performance standard as per AS: 3566, CLASS III, having neoprene washers. Nonmetallic fasteners shall be of neoprene washers .Sealants shall be neutral cure type and cold setting variety.

10.5. Laying and fixing of sheets

Laying and fixing of sheets shall be as per approved manufacturer's instructions.

10.6. Guarantee

CONTRACTOR shall give a guarantee of 15 years for the coating of sheet. Work elements to be included:

Providing and hauling Bare Galvalume steel sheets to working place at roof level. Placing sheets in position including overlapping of adjacent sheets as per drawing. Drilling holes fixing the sheets with special fasteners (corrosion – proof coated) as per Manufacturers' specifications. Making opening for piping, duct, etc. and weathering for opening, including providing and installing flashing as per drawing and as instructed by Engineer-In-charge Fixing the special fixtures, such as ridge covers, gable covers, etc. with special fasteners as per manufacturer's specifications. Checking alignment and proper tightening of all the screws used for fixing sheets and other accessories. Erection and dismantling all metallic scaffolding to work at higher levels as per safety Norms All safety precautions including use of safety belts shall be observed during work.

Method of Measurement

This work item shall be measured net sloping area covered by sheeting and roof gutter and excluding laps & fixing accessories in square meters in accordance with drawings.

Each opening exceeding 0.4 M2 in area shall be deducted from the net measurement.

11. CORRUGATED ALUMINIUM SHEETS FOR ROOFING AND SIDING

This work item shall be measured net sloping area covered by sheeting and roof gutter and excluding laps & fixing accessories in square meters in accordance with drawings. This work item shall be measured net area covered by siding and

S-type louvers (with frame), but excluding laps & fixing accessories in square meters in accordance with drawings. Each opening exceeding 0.4 M2 in area shall be deducted from the net measurement.

Work elements to be included:

Providing and hauling corrugated aluminum sheets to working place at roof level. Placing sheets in position including overlapping of adjacent sheets as per drawing. Drilling holes, fixing "L" or "J" bolts, nuts, seal washer, thrust washers including polymer cap as per drawing / as directed. Making opening for piping, duct, etc. and weathering for opening as per drawing and as instructed by Engineer-In-Charge including providing and installing flashing. Fixing the special fixtures, such as ridge covers, gable covers, etc. with "L" or "J" bolts, nuts and bitumen washer including caulking. Checking alignment and proper tightening of nuts to "J" or "L" bolts.. Erection and dismantling all necessary metallic scaffolding to work as per safety Norms Temporary scaffolding required for the work.

Method of Measurement.

This work item shall be measured net area covered by siding and s-type louvers (with frame), but excluding laps & fixing accessories in square meters in accordance with drawings.

Each opening exceeding 0.4 M2 in area shall be deducted from the net measurement.

12. NATURALTYPE (RIDGE VENT THROAT SIZE 200MM TO 600MM) ROOF MONITOR

The work volume shall be measured in running meters of the Ridge Vent supplied and fixed in accordance with the drawings

Definition and Extent of Work.

Providing and transporting the ridge vent to the work place including special fixtures if any, construction aids, temporary materials, etc. Cleaning of frame work supporting the base of ridge vent which is firmly secured to the superstructure. Cleaning includes removal of all dust scales and other undesirable materials, etc.

Ensuring that the top of the frame stays horizontal and in level. Fitting the base of the ridge vent to the frame work with bolts in case of steel frame work. Providing a suitable flashing at the angle between the vertical side of the base and the adjoining roof sheets to drain off the rain water without any leakage. Erection and dismantling all necessary metallic scaffolding to work at higher levels as per safety Norms.

13. TRANSLUCENT SHEETS (FRP / POLYCARBONATE SHEETS)

The Translucent sheets shall be of clear translucent variety with light transmission coefficient 80% minimum and shall be made from fiberglass reinforced polyester or Polycarbonate sheets of approved manufacturer / vendor. The sheets shall be corrugated, matching with profile of roof sheets / siding sheets.

The sheets shall be fixed to purlins as per manufacturer's specifications and there shall be no leakage of water through joints and fixtures. This work item shall be measured in square meters in accordance with drawings. Each opening exceeding 0.5 m² in area shall be deducted from the net measurement.

Work elements to be included:

Providing and hauling corrugated FRP sheets to the work place. Storage at work place as per manufacturer's specification. Placing in position, drilling holes and fixing to purlin by "J" or "L" bolts, nuts, seal washer, thrust washer including polymer cap as per drawing as directed. Cutting of sheet if required as per drawing. Keeping opening and caulking wherever required as per drawings. Overlapping of corrugated FRP sheets shall be carried out while lying in position. Checking final alignment. Protecting sheeting from damage and scratches until FINAL ACCEPTANCE. Erection and dismantling all necessary metallic scaffolding to work at higher levels as per safety norms.

Method of Measurement

This work item shall be measured in square meters in accordance with drawings. Each opening exceeding 0.5 m² in area shall be deducted from the net measurement.

14. MANGALORE TILE ROOFING

This work item shall be measured net in square meters in accordance with drawings. Each opening exceeding 0.5 m² in area shall be deducted from the net measurement.

Work elements to be included:

Supply and transporting seasoned teak wood battens finished to specified size and approved Mangalore tiles to work place. Hauling, aligning and fixing teak wood battens to exact line, level, spacing and gradient. Applying two coats of approved wood preservative to Teak wood battens. Laying Mangalore tiles over the battens, starting from eaves and progressing towards the ridge with due care of tile interlock with adjacent tiles. Threading G.I. tie wire through the tiles and properly anchoring it to hold down the tiles over T.W. battens. Providing and fixing special clay moldings like ridge tiles etc. at ridge and along hip line where required. Finishing tile joints along the ridge

and hip with cement mortar (1:4) to make them completely watertight. Erection of temporary scaffolding and provision of safety equipment. Protection of work till final acceptance.

15. RAIN WATER PIPES

15.1. Heavy duty cast iron pipes

Heavy Cast Iron (CI) pipes shall be of standard quality conforming to IS: 1230. The supply shall include all necessary accessories e.g. Rain water pipes, pipe shoes, necessary clamps, connections, bends, Tees, heads, etc. complete.

The spigot of the pipe shall be placed fully resting inside the socket and hemp caulked to leave space for lead depths as specified. Lead conforming to IS: 718 in molten state shall then be poured into the joint, filling the same in one pouring. The lead shall be caulked by proper tools to make it even all around.

All pipes shall be fixed to Structural Steel columns, Brick/ Concrete work accurately as shown in relevant drawings with M.S. Clips or as approved by Engineer-In-Charge.

All holes in walls and floors shall be made good by Cement Concrete M20. All welding, erection bolts if required drilling, cutting, welding grinding and minor modifications at site. Minor modification shall include but not limited to straightening cutting, grinding, welding, bolting, touch up paint etc.

Method of Measurement

This work item shall be measured on the basis of running meter of pipe installed stating size i.e. Diameter of pipe. The net weight of accessories such as support, bend, strainer, funnels, angles shall not be measured separately, but it is deemed to be the part of above work. No deduction shall be made for bolt holes and openings on base for down take pipes.

The following items shall be deemed to be forming part of this work.

All welding, erection bolts if required drilling, cutting, welding grinding and minor modifications at site. Minor modification shall include but not limited to straightening cutting, grinding, welding, bolting, touch up paint etc.

15.2. Mild steel Drain pipes

M. S pipe for rain water down take shall be made out of M.S sheet

All welding, erection, bolts if required drilling, cutting, welding grinding and minor modifications at site. Minor modification shall include but not limited to straightening cutting, grinding, welding, bolting, touch up paint etc.

Work elements to be included:

Providing and fabrication of M.S. Drain pipe including accessories such as support, bend, strainer, funnels, angles brackets for fixing, etc. at site as per drawings. Surface preparation, primer paint and painting as per job specific painting specification. Making holes at siding / wall face / columns to support brackets. Erection of pipe including jointing the same for all accessories including bends, tee, branches etc., as per drawing. Fixing the pipes off the wall ace by 25 mm with MS holder bat clamps. All holes in walls and floors shall be made good by cement concrete. Erection and dismantling all necessary metallic scaffolding to work at higher levels as per safety Norms.

Method of Measurement

This work item shall be measured on the basis of weight in tonnes, using shape, size and thickness of Drain/ Vent pipe and unit weight per unit volume of the material. The Bill of Material shall be prepared from the drawings to

calculate its weight in tonnes. The net weight of accessories such as support, bend, strainer, funnels, angles shall be added to the total weight. However, weight of electrodes and erection bolts shall not be added. No deduction shall be made for bolt holes and openings on base for down take pipes. The following items shall be deemed to be forming part of this work. All welding, erection, bolts if required drilling, cutting, welding grinding and minor modifications at site. Minor modification shall include but not limited to straightening cutting, grinding, welding, bolting, touch up paint etc.

15.3. UPVC Drain pipes

UPVC pipe for rain water down take shall be as per Manufacturer's specification all welding, erection bolts if required drilling, cutting, welding grinding and minor modifications at site. Minor modification shall include but not limited to straightening cutting, grinding, welding, bolting, touch up paint etc.

Work elements to be included:

Providing and installation of UPVC pipe including accessories such as support, bend, strainer, funnels, angles brackets for fixing etc. at site as per drawings.

Making holes at siding / wall face / columns to support brackets. Erection of pipe including jointing with approved quality solution for all accessories including bends, tee, branches etc. as per drawing. Fixing the pipes off the wall ace by 25 mm with MS holder bat clamps. All holes in walls and floors shall be made good by cement concrete. Erection and dismantling all necessary metallic scaffolding to work at higher levels as per safety Norms.

Method of Measurement

This work item shall be measured on the basis of running meter of pipe installed stating size i.e. Diameter of pipe. The net weight of accessories such as support, bend, strainer, funnels, angles shall not be measured separately, but it is deemed to be the part of above work. No deduction shall be made for bolt holes and openings on base for down take pipes. The following items shall be deemed to be forming part of this work all welding, erection bolts if required drilling, cutting, welding grinding and minor modifications at site. Minor modification shall include but not limited to straightening cutting, grinding, welding, bolting, touch up paint etc.

16. ROOF GUTTERS FOR RAIN WATER

16.1. Eaves / Valley Gutters shall be fabricated out of M.S. Sheet. Including surface preparation and painting. Metal fixtures like brackets, clamps, bolts etc. shall be galvanized.

16.2. All welding, erection, bolts if required drilling, cutting, welding, grinding and minor modifications at site. Minor modification shall include, but not limited to, straightening cutting, grinding, welding, bolting, touch up paint etc.

Work items to be included

Preparation of fabrication drawing as per Contractor CONSULTANT's Steel Design Drawing. Loading, unpacking and assorting at storage area. Transportation to fabrication shop and/or working area. Fabrication of metal eaves including accessories such as support, bend, strainer, funnels, angles, brackets for fixing, etc. at site as per fabrication Drawing reviewed by Engineer-in- Charge and making openings into the base for down take pipes as per Drawings. Surface preparation, primer paint and painting as per job specific painting specification. Erection of eaves gutter including jointing in correct level and position as per Drawing. Fixing of eaves gutter to the roof eaves board or eaves rafter purlins etc. with suitable brackets etc. or by drilling and fixing screws or by pop rivets as indicated in the Drawing or Engineer-in-charge's instructions. Providing capping for eaves gutter as per Drawing when extending the length of eaves gutter. Erection and dismantling all necessary metallic scaffolding to work as per safety Norms Temporary scaffolding required for the work. Disposal of scrap.

Method of Measurement.

This work item shall be measured on the basis of weight in tonnes, using shape, size and thickness of eaves gutter and unit weight per unit volume of the material. The Bill of Material shall be prepared from the Drawings to calculate its weight in tonnes. The net weight of accessories such as support, bend, strainer, funnels, angles, shall be added to the total weight. However, weight of electrodes and erection bolts shall not be added. No deduction shall be made for bolt holes and openings in base for down take pipes. The following items shall be deemed to be forming part of this work. All welding, erection, bolts if required drilling, cutting, welding, grinding and minor modifications at site. Minor modification shall include, but not limited to, straightening cutting, grinding, welding, bolting, touch up paint etc.

17. UNDERDECK INSULATION TO R.C.ROOF

13.1. The entire soffit of rc slabs and beams shall be thoroughly cleaned .bituminous primer shall be applied evenly over the entire surface of r.c slab.

The underdeck insulation shall be fixed only after all fixtures like hooks, clamps, cleats etc. for all services are fixed in position.

Work elements to be included:-

Cleaning the surface of all loose particles, dust, laitance, oil and grease. Providing and transporting the insulation boards, of approved make at site. Cutting the insulation boards of required size and shape. Applying bituminous primer (@ 0.5kg/m²) to the R.C. surface to be insulated. Pressure fixing the insulation board till it sticks to the surface. Covering the insulation board with chicken wire mesh or Hessian cloth where specified. Final fixing of the insulation boards with wooden screws. Erection and dismantling all necessary metallic scaffolding to work as per safety Norms Temporary scaffolding required for the work

Method of Measurement

This work item shall be measured net in square meters. Any openings exceeding 0.2M² in area shall be deducted from the net measured area.

18. INSULATION MATS BELOW ROOF SHEETING

14.1. Resin bonded mineral wool mat (Rock wool or Fiber glass) with one side aluminum foil faced shall be placed between purlins and underside of roof sheets G.I. mesh with steel frame shall be fixed for insulation support between purlins and underside of roof sheets.

Definition and extent of work.

Providing and fixing prefabricated steel frame with G.I. wire mesh. Placing in position levelling and aligning the frame including surface preparation and primer paint as per painting specification. Providing and laying in position resin bounded fiber glass mat or mineral wool mat to site. Insulation mat shall be without damages, flaws or any other manufacturing defects. Erection and dismantling all necessary metallic scaffolding to work as per safety Norms Temporary scaffolding required for the work.

Method of measurement.

This work item shall be measured net in square meters mentioned against their respective drawings.

Reference shall be made to Specific Requirement for LSTK B Bid package included elsewhere in the Tender package.

SPECIFICATION FOR EARTH WORK AND UNDERGROUND WORKS

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1 SCOPE

- 1.1 This specification deals with earthwork in trenches and pits (for Pipe line, valves, manholes, catch pits and other miscellaneous works, etc.) for underground works / piping.

2 CODES & STANDARDS

IS: 783 CODE OF PRACTICE FOR LAYING OF CONCRETE PIPES.

IS: 458 PRECAST CONCRETE PIPES (WITH AND WITHOUT REINFORCEMENT - SPECIFICATION

IS: 784 PRESTRESSED CONCRETE PIPES (INCLUDING SPECIALS) - SPECIFICATION

IS: 7322 SPECIFICATION FOR SPECIALS FOR STEEL CYLINDER REINFORCED CONCRETE PIPES

IS: 1200 (Part-I) METHOD OF MEASUREMENT OF BUILDING AND CIVIL ENGINEERING WORKS.

IS: 3764 EXCAVATION WORK — CODE OF SAFETY.

NOTE: - Latest Edition of all Codes and Standards shall be followed.

3 MATERIAL

All workmanship and materials shall conform to the provisions of IS: 1200 (Part-1) and IS: 3764.

4 EARTHWORK IN EXCAVATION FOR TRENCHES / PITS FOR UNDERGROUND WORKS/ PIPELINES

4.1 Excavation.

Plant, machinery and equipment for excavation shall be selected and deployed to provide optimum mechanization in excavation of trenches and pits. The selection for excavation and earth movement machinery etc. shall take into account type of materials to be excavated, method of excavation, prevailing weather conditions and type of transport to be used. The excavation of area of cut shall be so timed that the bottom level is not exposed to the deteriorating influence of the weather for longer duration. Excavation and earth moving equipment shall be deployed such that minimum damage is caused to the natural sub-soil structure of exposed formations. The monitoring of soil deformations, ground water levels during and possibly after construction work shall be taken into consideration.

In the event, when excavation works are carried out in the vicinity of structures of any importance, the above monitoring shall be carried out within a distance, from the edge of the excavation of 5 to 15 times the excavation depth, depending upon the subsoil conditions and the stability of the neighboring structures.

- 4.2 Trenching work shall be carried out in all classes of soil including soft rock and excluding hard rock and shall be for all depths.
- 4.3 The trench shall be cut true to the line and level as per drawings.
- 4.4 If the trench is excavated below the required level than that indicated in the drawing, the extra depth shall be filled with concrete 1:5:10 or approved equivalent materials, as directed by the Engineer-in-Charge/EIC/Owner, at no extra cost to the owner.
- 4.5 In case of pressure piping, the trench shall be excavated generally as to provide a cover of 1000 mm or Dia of pipe whichever is more. In case of gravity sewers/ pipes, the trench shall be excavated to conform to invert levels as per drawings. However in certain cases, the pipes may run at shallower levels or at deeper levels depending upon drawing, site condition etc. No rebate for lesser excavations, nor extra payment due to deeper excavations, shall be admissible in those cases where pipeline laying rates are inclusive of earthwork items. The rates quoted shall be deemed to cover all works connected with trenching, whether trenches are with single pipeline or have multiple pipelines in common trenches including road cutting and making good the same.
- 4.6 The width of the trench shall be sufficient to give free working space of personnel, equipment, supports and ancillaries on each side of the pipe. The free working space shall conform to IS: 783. Generally it shall not be less than 150 mm on either side or 1/3 Dia of outer diameter of the pipe, whichever is greater.
- 4.7 When pipelines are running parallel, whether the trenching shall be individual or common, shall be decided by the Engineer-in-Charge and such decision shall be final and binding on the contractor. No extra shall be payable for common excavations.
- 4.8 All earthwork involved in excavations of all types of manholes, catch pits, valve chambers, inspection chambers, chambers for instrumentation tapping etc., which are coming on the alignment of U/G piping or as defined by drawing as a part of U/G piping work, shall be paid extra under Earth work in excavation, back filling and removal of surplus earth etc. under relevant clauses of the SOR.
- 4.9 Aspects such as variations in the soil conditions and the geological structure, depth of excavation, the existence of ground water and surface water, the type and extent of excavation, the topography of site, the proximity of items such as roads, buildings and buried services, construction traffic and activities near the excavation e.g. Stock piling shall be taken into account when determining whether the sides of excavation should be free standing, sloping or temporary supported.

Suitable drainage and / or dewatering system like Well Point method / Bore well method etc. shall be provided to prevent or limit ingress of surface or sub surface water into excavation.

Serviceable materials intended for reuse should be used as soon as possible after excavation otherwise they should be stock piled at a location beyond 1.5m from the top edge of the excavation or beyond a distance equal to the depth of the excavation whichever is higher at a location approved by the Engineer-in-charge. If excavated serviceable material is not possible to be stacked within the limits specified above, due to some constraint, it shall be stacked away at a location approved by Engineer-in-Charge and paid separately under relevant item.

Areas used for temporary stockpiling of excavated material shall be kept clean and orderly, with excavated material kept by the side of road to avoid traffic movement. Excavated areas shall be restored to their original condition before completion of works.

All types of shoring and strutting, wherever necessary, shall be adopted to withhold the face of earth or cutting in slope, as per site requirements and direction of Engineer-in-Charge. Supports shall be maintained such that the integrity of the sides of the excavation is not impaired.

- 4.10 Any obstacle encountered during excavation shall be reported immediately to the Engineer in-Charge and shall be dealt with as instructed
- 4.11 The contractor shall maintain all excavated trenches and pits, in a dry and trim condition
- 4.12 Necessary barricading and protection of slopes against slips due to traffic movement shall be provided to the satisfaction of Engineer-in-Charge. Necessary warning flags and lights shall be provided to caution traffic in the areas where trenches and/ or pits are provided
- 4.13 In case of road cutting, all road material i.e. metal etc., shall be taken out carefully and kept separately for reuse and road work shall be redone up to the original level, as it was prior to cutting the road, with the excavated road materials after laying and testing of the pipeline, within 10 days from the date of starting this work, at the cost of the contractor. The contractor shall provide suitable warning signs and barricades to prevent accidents. Contractor shall also provide reasonable bye pass at his own cost when a road is cut for laying pipeline. Tankage dykes cut due to laying of the pipes, shall be redone conforming to the original specifications, by the Contractor at his own cost. Secondary dykes, to take care of any eventuality during construction, shall be provided by the Contractor at his own cost.
- 4.14 Dewatering shall be done in advance of the installation of the pipe to allow adequate inspection of padding of the bottom, if required. Dewatering shall be continued throughout during installation and backfilling. The trench shall follow the gradient of pipeline as specified in the drawing. The contractor shall keep the trench in good condition, until the pipe is laid and tested. No extra claim shall be entertained due to its caving or setting down, either before or after the pipe is laid. In case, pipe is lowered in caved trench and backfilled before being inspected by the Engineer-in-Charge, the Contractor shall re-excavate the trench for inspection and backfill it at his own cost

5 BACKFILLING AND COMPACTION

Backfilling

Trenches shall be back filled with suitable materials which should be compacted to the same degree or better as the surrounding soils.

- 5.1 The soil used should be selected and approved by Engineer-in-Charge. Suitable material can be extracted from available excavated material. The soil should be free from rubbish, grass, organic matter, stones, building waste and Black Cotton Soil etc. It should be free from clods and hard lumps. In case good soil is not available from excavated material for back filling, trench shall be filled back with locally available coarse sand up-to 30 cm. thick above the pipe and rest of trench shall be filled back with excavated soil up-to required level.'
- 5.2 The filling should commence only after approval of Engineer-in-Charge is obtained and after the structures or pipes to be buried are tested and approved. Otherwise, if required, contractor shall uncover buried portion and refill at his own cost. Temporary excavation supports should be removed as back filling and compaction proceeds, such that unacceptable movement of the supported ground does not occur. Voids caused by extracted supports should be filled and compacted.
- 5.3 Filling should be done in layers. Each layer should be not more than 15 cm thick when loose and should be well rammed, with necessary watering, to obtain at least 90% of maximum laboratory dry density. Compaction trials should be carried out on each soil type to be placed in backfill, in order to confirm the type of machine and number of passes required to obtain optimum compaction for given soil moisture contents. These trials should also be used to determine the variability of the proposed fill material for different weather conditions.
- 5.4 Care must be exercised to protect cables, pipes, joints, and other features from damage due to backfilling and consolidation.
- 5.5 Filling should extend up to the level of original ground surface or as per drawing or as directed by Engineer-in-Charge. The finished surface should be properly trimmed and dressed. The adjoining area should be cleaned and no heaps of surplus earth should be left out.

6 TRANSPORTATION OF SURPLUS EARTH

- 6.1 Unserviceable materials and serviceable materials not intended for re-use shall be removed from the work site and disposed off at a location as approved by Engineer-in-charge. The surplus earth is generated due to pipe laying, valve chambers, and manhole construction etc. Surplus earth is also generated due to voids in the back filled volume of earth. The removal of surplus earth shall include excavation, loading, transportation, dumping, stacking or spreading, as per the directions of Engineer-in-charge.

7 PAYMENT

- 7.1 Unless specifically stated in the schedule of rates, no separate payment for earthwork in excavation, backfilling, transportation, dewatering etc. shall be admissible and the payment for the same is deemed to have been included in the relevant items of the contract.
- 7.2 In case payment for earthwork is specified separately in the Schedule of Rates, the payment shall be based on the actual quantity of excavation, backfilling and transportation done, taking into consideration the slopes authorised by the Engineer-in-Charge for excavation, volume of backfilling calculated on the basis of excavation reduced by the volume of pipes.
- 7.3 In cases where hard rock excavation is involved, the matter shall be referred to Engineer-in-Charge, before proceeding with the work.

SPECIFICATION FOR MISCELLANEOUS STEEL WORKS

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1.0 GENERAL

1.1 All materials supplied by the Contractor shall conform to specifications given in Specification.

1.2 The Contractor shall furnish test certificates for all materials prior to their use in the works. Structural steel materials not supported by mill test certificates may be used after confirming their quality by carrying out appropriate tests in accordance with the method specified in IS: 1608.

1.3 Other requirements not covered under this specification shall be in accordance with Specification

2.0 REFERENCES

As mentioned in the respective clauses.

3.0 MATERIAL

As mentioned in the respective clauses.

4.0 ANCHOR BOLTS

4.1 Material

Materials for anchor bolts, nuts, locknuts, washers, pipe sleeves and anchor plates shall conform to their respective clauses given in Specification.

4.2 Fabrication

Fabrication of anchor bolts and their complete assemblies shall be strictly in compliance with the specifications and drawings/standards.

4.3 Placement

Anchor bolt assemblies shall be placed in position strictly as per drawings and securely field during pouring and vibrating of concrete with necessary templates and other dummy structures to prevent their dislocation.

4.4 Tolerances

Tolerances allowed for anchor bolts positioning shall be as below:

- For sleeved bolts, one tenth of the bolt nominal diameter.
- For bolts without sleeves, one twentieth of the bolt nominal diameter.

4.5 Protection

The exposed surfaces of bolts shall be properly covered (after greasing of bolts and packing of sleeves) with jute cloth so as to protect them from damage till final erection of structure/equipment is over.

5.0 METAL INSERTS

5.1 Material

Materials required for fabricating metal inserts shall conform to their respective specification given in Specification.

5.2 Fabrication

Fabrication of inserts shall be done strictly as per drawings/standards and in compliance with the requirements given in Specification.

5.3 Placement

Metal inserts shall be correctly embedded (in plain concrete/reinforced concrete) as per their location shown on the drawings. Care shall be taken that these are securely held in position and do not get disturbed during concreting. Where necessary, these may be welded to the reinforcement bars. Suitable templates, spacers, dummy structures and temporary staging shall be provided. Necessary cutting in the formwork and adjustment of reinforcement bars shall be done for the placement of metal inserts where required.

5.4 Painting

The exposed surfaces of metal inserts shall be cleaned and given one coat of primer as per job specification, as specified, after fabrication.

6.0 Chequered Plates

7.0 Gratings

8.0 TUBULAR HAND RAILING

8.1 Material

Materials for fabrication and fixing of Tubular Hand Railing shall confirm to specification given in Specification.

8.2 Fabrication Drawings

As per the requirements given in Specification.

8.3 Fabrication

8.3.1 Hand railing shall be fabricated strictly as per the "Approved for Construction" fabrication drawings prepared by the Contractor based on design drawings and standards. All tubes shall be straight and without any dents/deformations. Tubes shall be cut and ends shall be prepared to a neat and workman-like finish. All elements shall be directly welded. All welded joints shall be cleaned and filed or ground smooth, if required, to have a smooth surface and aesthetically pleasant appearance. Splicing of top rail shall not be allowed. Tubes shall be cold bent to shape and curvature in case of discontinuous ends of handrails.

Ripples, kinks and/or dents at bends shall not be accepted.

8.3.2 Lower ends of vertical posts shall be cut and splayed (for grouting in pockets in the concrete members). For removable type of hand railing, suitable base plates (with provision for bolting) shall be welded to the lower end of vertical posts. All units shall be given distinct erection marks in accordance with the marking drawing.

8.4 Erection/Fixing

Hand railing, shall be fixed to the bearing members by welding/ bolting/ grouting as indicated on the drawings. Local notching shall be made in the floor plate/ grating to accommodate vertical posts/their base plates which shall always be welded to the main supporting member. When the posts are to be fixed in concrete members, suitable pockets shall be made in concrete for grouting as shown on drawings/standards.

8.5 Painting

All hand railing components shall be cleaned and given one coat of primer/ galvanization as per job specification, as specified, after fabrication.

9.0 MILD STEEL RUNGS

9.1 Material

All **materials** shall conform to specifications given in Specification.

9.2 Fabrication

Rungs shall be fabricated as per standards/drawings. Mild steel bars shall be straightened if required, cut, bent to shape and given one coat of primer and two coat of finish paints per job specification as specified, on exposed portions after fabrication.

9.3 Fixing

Rungs shall be fixed in position as per detailed drawing and firmly tied/welded with reinforcement to prevent their displacement during vibration of concrete.

10.0 LIGHT GAUGE STEEL STRUCTURAL SECTIONS

10.1 Material

All materials required for fabrication and fixing in position of Light Gauge Steel Structural Sections shall be as per IS Standards.

10.2 Fabrication Drawings

As per the requirements given in Specification.

10.3 Fabrication

10.3.1 Fabrication of members shall be done strictly as per the "Approved for Construction" fabrication drawings prepared by the Contractor based on the latest design drawings and in accordance with IS:800, IS:801 and other relevant BIS Codes.

10.3.2 All members shall be straight and free from any dents/deformations/ twists. Members shall be cut to the required sizes and ends prepared to a neat and workman like finish. Holes (for sag rods and cleat bolts) of appropriate size shall be drilled and all members/ components shall be given distinct erection marks in accordance with the marking drawings. Holes shall not be formed by gas cutting process.

10.4 Erection

Structural members shall be erected in proper sequence and aligned properly without causing any twist. Permanent bolting/welding shall be done only after proper alignment has been achieved. Proper access, working platforms and safety arrangements shall be provided by the Contractor for working and inspection.

10.5 Painting

All structural components shall be cleaned and given one coat of primer as per job specification, as specified, after fabrication.

11.0 EXPANSION FASTENERS

11.1 Material

Expansion fasteners (medium and heavy duty) shall be of mild steel/high tensile steel with rust proof coating.

11.2 Classification

The expansion fasteners shall be designated as medium and heavy duty depending on their usage. The broad classification is given below for general guidance.

11.2.1 Medium Duty (Mild steel/ High tensile steel)

- Ladders and stairs supports.

Cables and cable trays supports.

Electrical panels and fixtures.

Hangers for pipes and cable trays.

Pipe supports.

11.2.2 Heavy Duty (Mild steel/High tensile steel).

Platform supports (beam and columns)

Knee brackets for pipes/multi tiers cable trays/walkways etc.

Note:- Expansion fasteners shall not be used for

1. Members supporting equipment and pipes subjected to vibrations.
2. Cantilever connections designed to cater for effective cantilever spans greater than 1000mm and 1 000Kg of concentrated load at the free end.

11.3 Selection

The Contractor shall procure the expansion fasteners from the approved manufacturers as per Vendor List.

11.4 Testing

If so desired by the EIC/Engineer-In-Charge, the Contractor shall carry out all the requisite tests (pullout test, torque test etc.) of specimen expansion fasteners (representative of those to be used) from approved laboratory/ test house and submit the report to him for approval. The decision of the EIC/Engineer-In-Charge regarding the

adequacy of strength and load carrying capacity of the expansion fastener shall be final and binding to all. The cost of all such tests shall be borne by the Contractor.

11.5 Installation

The Contractor shall install the expansion fasteners at their correct location (to suit the requirement of fixtures as shown in drawings) as per the procedure laid down by the manufacturer. Location of all holes shall be pre-marked on the concrete surfaces and then holes drilled carefully with an electric drill to the correct recommended size and depth. Holes shall be exactly round and true perpendicular to the concrete surface. Edge distance and pitch of fasteners shall be as recommended by the manufacturer. The contractor shall suitably Shift the hole with the approval of the EIC/Engineer-In-Charge of OWNER in case any reinforcement bar is met with while drilling the hole in RCC structure. Necessary staging shall be provided for working and the Contractor shall take requisite safety precautions so as not to cause any damage to the existing structure/ equipment. Any damage done while executing the job shall be made good by the Contractor at his cost.

11.6 Protection

The exposed surfaces of expansion fasteners shall be properly greased & covered with jute cloth so as to protect them from damage.

12.0 CHEMICAL ANCHORS AND DOWELS

12.1 Material

Chemical Anchors shall be of high tensile steel rods of minimum grade 5.8 galvanised to at least 5 microns.

Grade of Re bars for chemical anchoring shall be as per the General Notes of the project.

12.2 Selection

The Contractor shall select the chemical anchors based on the parameters such as Loads and re bars for dowels as specified in the AFC drawings/ documents. The chemical anchors shall be procured from the approved manufacturers as per Vendor List.

12.3 Testing

The Contractor shall carry out, at the work place, the requisite tests like pull out test, shear test, etc. for chemical anchors and pull out test for dowels. The chemical anchors shall withstand the load specified in the drawing/ documents and the Dowels shall be tested for full tensile capacity of the re bars. The decision of the EIC/Engineer-In-Charge of OWNER regarding the adequacy of strength and load carrying capacity of the anchors/ dowels shall be final and binding to all. The cost of all such tests shall be borne by the Contractor.

12.4 Installation

The Contractor shall install the chemical anchors/ dowels at their correct location (to suit the requirement of fixtures as shown in drawings) as per the procedure laid down by the manufacturer. Location of all holes shall be pre-marked on the concrete surfaces and then holes drilled carefully with an electric drill to the correct recommended size and depth. Holes shall be exactly round and true perpendicular to the concrete surface. Edge distance and pitch of fasteners shall be as recommended by the manufacturer. The contractor shall suitably shift the hole with the approval of the EIC/Engineer-In-Charge of OWNER in case any reinforcement bar is met with while drilling the hole in RCC structure. Necessary staging shall be provided for working and the Contractor shall take

requisite safety precautions so as not to cause any damage to the existing structure/ equipment. Any damage done while executing the job shall be made good by the Contractor at his cost.

SPECIFICATION FOR PAINTING

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1. INTRODUCTION

This specification covers the requirements in respect of materials, workmanship and quality for finishing works to masonry, concrete and steel such as white washing, color washing, distempering and painting.

2. CODES AND STANDARDS

Unless specifically mentioned otherwise, all applicable codes and standards in their latest editions as published by the Indian Standards Institution and all other such as may be published by them during the currency of the Contract, shall govern in respect of design, workmanship, quality and properties of materials and method of testing. Some of the relevant available codes are listed under:

White washing, color washing and distempering

IS: 427	Distemper, dry color as required
IS: 428	Distemper, oil emulsion, color as required
IS: 6278	Code of practice for white washing and color washing

Painting

IS: 5	Colors for ready mixed paints and enamels
IS: 102	Ready mixed paint, brushing, red lead, non-setting, priming
IS: 123	Ready mixed paint, brushing, finishing, semi-gloss, for general purposes
IS: 1477	Code of practice for painting of ferrous metals in buildings
IS: 2074	Ready mixed paint, 'air drying, red oxide- zinc chrome, priming
IS: 2338	Code of practice for finishing of wood and wood based materials
IS: 2339	Aluminum paint for general purposes in dual container
IS: 2395	Code of practice for painting, concrete masonry and plaster surface
IS: 2932	Enamel, synthetic, exterior. a. undercoating b. finishing
IS: 2933	Enamel, exterior, a. under coating b. finishing
IS: 5410	Specification for cement paint, color as required

3. MATERIALS

3.1 DISTEMPER

Dry Distemper shall be made from suitable pigments, extenders lime proof tinters, water soluble binders confirming to IS: 427. Oil bound washable distemper shall be of oil emulsion type containing suitable preservatives confirming to IS: 428.

3.2 GUM AND BLUE PIGMENT

Gum and blue pigment for white wash shall be of best quality and of approved make.

3.3 WATER PROOF CEMENT PAINT

Water proof cement paint shall be made from best quality white cement and lime resistant colours with accelerators, water proofing agents and fungicides. The paint shall conform to IS: 5410.

3.4 PAINT

The painting and finishing materials for use in the work shall conform to relevant Indian Standards specifications and shall be best brands of approved make produced for each kind of work. Aluminium paint shall be in two back containers and shall resist weathering.

The acrylic emulsion paint, after it is dried, shall be able to withstand washing with mild soap and water without any deterioration in colour or without showing flaking, blistering or peeling.

3.5 PRIMER COAT

Unless otherwise specified, the primer coat for concrete steel and iron work shall be as specified by the manufacturer.

4. WHITE WASHING, COLOUR WASHING AND DISTEMPERING

4.1 Mixing

The slaked lime shall be screened to pass through a sieve of 49 meshes per sq.cm. and dissolved in a tub with sufficient quantity of water and shall be well mixed to give a thin creamy consistency. It shall then be strained through a clean coarse cloth and clean gum dissolved in hot water added to it at the rate of 2 kg for each cubic meter of lime and ultramarine blue added to the mixture in small proportion just sufficient to give a very light bluish tint.

Colour wash shall be prepared in the same way as for white washing except that necessary amount of colouring matter shall be added to lime wash to obtain the colour specified. No blue shall be added in this case. The entire quantity shall be mixed strictly in accordance with the manufacturer's instructions unless these are varied by the Engineer.

Distemper shall not be mixed in a larger quantity than is actually required for a day's work and hot water shall be used in preparing the mixture.

4.2 Preparation of Surface

Before white wash is laid on new wall, the surface of wall shall be well cleaned and brushed and all patching must be scraped properly. After cleaning the surface, all holes, cracks and patches shall be made good with approved materials.

Masonry cracks shall be cleaned out and patch filled with mortar similar to the original surface and finished with cement wash. For all internal painting the surface shall be made smooth by application of approved paste fillers before applying primer.

The distemper shall not be applied on damp walls and shall be applied in dry weather. The surface to be distempered shall be thoroughly cleaned of dust, dirt, grease, oil marks, and cement marks, loose scales etc. and rubbed with sand paper to give a uniform smooth surface.

4.3 Workmanship

White wash shall be applied with brush, each coat consisting of vertical stroke from top downwards followed by opposite stroke upwards over the first stroke and horizontal stroke from left to right followed by stroke right to left. Each coat must be allowed to dry before the next coat is applied. On completion, the surface when it becomes dry, shall present a uniform white appearance. When dry, no coat of white wash shall show any patches, hair cracks or streaks nor shall it come off when rubbed with hands. White washing shall be done in 3 coats unless otherwise specified. Doors, windows, floors etc. must be protected from white wash splashes. Any splashes and droppings shall be removed and cleaned.

Colour wash shall be applied in the same manner as specified for white wash. During application, the solution shall be stirred continuously and wash shall be applied with care to avoid any cut shade or brush marks on the walls when the work is complete. For all new work, the surface to be colour washed shall first be treated with a priming coat of lime wash. Unless otherwise specified, two coats of white wash shall first be applied before colour wash is applied. Number of coats of colour wash shall be as specified in the drawings or in the Schedule of Rates. The colour wash, whether applied inside or outside of a building shall be of uniform tint and shade.

The workmanship for distempering shall conform to IS: 427 and IS: 428 unless specified otherwise. Distempering shall be done with proper distemper brushes of approved quality. The finished surface shall be of absolutely uniform shade throughout and free from brush marks. On drying, the distemper shall not come off on touch and shall not crack. Distemper shall be applied in two coats over one coat of priming. The priming coat shall be as specified and the primer shall be in accordance with the recommendation of the manufacturer. Before applying the primer, the plastered surface shall be washed with a solution of 100 gm of zinc sulphate to one litre of water and then allowed to dry. Succeeding coats shall not be applied until the previous coat has been approved by the Engineer. The first coat all always be of a lighter tint and shall be applied with care. In case the finish is not up to the standards, the entire surface shall be sand-papered and a fresh coat or coats of distemper shall be supplied without any extra cost.

All decorative mouldings, cornices, bands etc. shall be finished according to detailed drawings. All splashes of distemper shall be removed by the Contractor at his own cost.

The surface to be coated with water proof cement paint shall be washed and brushed down. As soon as the moisture has disappeared, the surface shall be given one coat of paint. Care shall be taken so that the paint does not dry out too rapidly. After four to six hours, water shall be sprinkled over the surface to assist curing and prevent cracking. After the first coat has dried (24 to 48 hours), the second coat shall be applied in a similar manner. The finished surface shall be kept moist by occasional sprinkling with water for seven days after painting.

5. PAINTING

5.1 Preparation of surface

The surfaces of iron and steel work to be painted shall be cleaned free of dirt, oil, rust, mill scale and be thoroughly dry before painting. Cleaning, degreasing, derusting and descaling wherever necessary shall be carried out as specified in IS:1477 (Part I). All galvanised iron surfaces shall be pre-treated with a compatible primer according to the manufacturer's direction.

The surfaces of wood shall be rubbed down smooth. All nails and screws shall be sunk below the surface and filled with mastic after applying an under coat. Small knots that do not justify cutting and sap streaks shall be covered with minimum two coats of pure shellac coating applied thinly and extended 25 mm beyond the area. All large, loose or resinous knots shall be removed and filled with sound wood. All work shall be done as per IS: 2338.

5.2 Application

Painting of iron and steel work shall generally be carried out as per IS: 1477.

The paint manufacturer's specification/instructions shall be followed as far as possible at all times. Particular attention shall be paid to the following:

- a. Proper storage to avoid exposure, as well as extremes of temperature.
- b. Surface preparation prior to painting
- c. Mixing and thinning
- d. Application of paints and the recommended time limit on time intervals between coats.

Painting operations shall not proceed until the Engineer has the opportunity to inspect the condition of prepared surface to be painted. Paint shall be thoroughly mixed and not more than 1/2 kg of recommended thinner per 4.5 kg litres of paint shall be added if thinning is necessary.

Exterior paint shall not be performed during the period of inclement weather. Interior painting may proceed during such periods only with the approval of the Engineer. Prior to application of subsequent coat, the Engineer shall be given the opportunity to inspect the prior coat. Should the work be judged by the Engineer to be inferior, a supplementary coat shall be applied at no additional cost.

The number of coats including the primer coat shall be applied as specified. Each coat shall be allowed to dry sufficiently before the succeeding coat is applied.

The type of intermediate and finish coat and the number of coats to be applied shall be as specified. Intermediate and finish coats may be oil bound, bituminous, aluminium or other types of paints. Aluminium paint shall conform to IS: 2339. The intermediate and finish coats for structural steel work, sheet metal work and cast iron work shall be applied as specified in IS:1477 (Part II).

6. ACCEPTANCE CRITERIA

- a) All the painted surface shall be uniform and pleasing in appearance.
- b) The colour, texture etc. shall match exactly with those of approved samples.
- c) All stains, splashes and splatters of paints shall be removed from surrounding surface.

7. RATES

Rates shall be unit rates for complete items described in the Schedule of Items. No extra payment will be made for preparation of surface before painting for cleaning up after the work is complete for curing or for formwork.

8. METHOD OF MEASUREMENT

- i) All structural steel work whose any or all faces to be painted shall be measured and paid in weight of steel unless otherwise specified in the Schedule of Items. The weight of structural steel shall be obtained from the bill of materials approved by the Engineer for structural steel work.
- ii) Painting to concrete or masonry shall be measured on the area painted as per approved drawings. For measurement of openings, jambs, sills, soffits etc. to be painted the following procedure shall be followed:
- a) For openings up to 0.5 sq.m. Each, no deductions shall be made and no additions shall be made for jambs, sills, etc.
- b) For openings exceeding 0.5 sq.m. But not exceeding 3.0 sq.m each deductions shall be made for half the area of openings, and no additions shall be made for jambs, sills, etc.
- c) For openings exceeding 3.0 sq.m. Each deductions shall be made for the whole area, and additions shall be made for the jambs, sills, soffits, reveals etc.
- iii) For openings, pipes, sleeves, etc. whose sides are not finished no deductions shall be made for openings, etc. up to 0.1 sq.m. in area each, and full deductions shall be made for all openings above 0.1 sq.m. in area each.
- iv) No extra payment be paid for painting etc. done around openings, sleeves, pipes, ducts, inserts etc.
- v) No extra payment shall be made for paintings, etc. on wall features such as grooves, ducts, beads projections, cornices, etc. unless given different finish or otherwise specified in the schedule of Items. The area of the features shall be calculated from drawings and included in the wall measurements.
- vi) For painting of uneven surfaces in doors, windows, ventilators, louvres, guard bars, allastrades, gratings, railings, gates, etc. equivalent plain area shall be measured as given in clause 17.2 (Table II) of IS:1200.
- vii) Corrugated surfaces shall be measured flat as fixed and not girthed. The quantities so measured shall be multiplied by the following factors to get equivalent plain areas:
- a) Corrugated steel sheets - shall be multiple by 1.14.
- b) Corrugated asbestos cement sheets with large corrugations shall be multiplied by 1.20.
- c) Semi-corrugated asbestos cement sheets shall be multiplied by 1.10.
- d) Any other non-standard corrugated surfaces shall be measured as decided by the Engineer.
- viii) For painting pipes for sanitary and plumbing work, measurement shall be made on work done as per approved drawings in R.M. for different diameters. Measurement shall be along the central lines of pipes laid. No deductions or additions shall be made for valves, fittings, etc.
- ix) Unless specifically stated on the Schedule of Items, all painting, varnishing or polishing of wok work shall be measured and paid on the area treated. For measurement of uneven surfaces, equivalent plain areas shall be measured as per clause 17.2 (Table II) of IS: 1200.

SPECIFICATION FOR STRUCTURAL STEEL WORKS
(TUBULAR/HOLLOW SECTIONS)

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1.0 SCOPE

This specification covers the requirements for design, material, fabrication, assembly, tests/ examinations, transportation, erection and painting preparation of fabrication drawings of bolted and/or welded structural steel works using tubular/ hollow sections for general construction work.

2.0 APPLICABLE CODES

Wherever reference is made to IS Codes, on any page of this Technical Specification, latest year of publication of IS Code should be considered.

All work shall be carried out strictly in accordance with the Technical Specifications, unless otherwise approved by the Engineer-In-Charge of EIC. The Indian Standard Codes applicable to this section shall include but not limited to the following.

IS 800-2007	GENERAL CONSTRUCTION IN STEEL
IS 806	CODE OF PRACTICE FOR USE OF STEEL TUBES IN GENERAL BUILDING CONSTRUCTION
IS 816	CODE OF PRACTICE FOR USE OF METAL ARC WELDING FOR GENERAL CONSTRUCTION IN MILD STEEL
IS 1161	STEEL TUBES FOR STRUCTURAL PURPOSES - SPECIFICATION
IS 4923	HOLLOW STEEL SECTIONS FOR STRUCTURAL USE-SPECIFICATION
IS 7205	SAFETY CODE FOR ERECTION OF STRUCTURAL STEELWORK
IS 9595	METAL-ARC WELDING OF CARBON AND CARBON MANGANESE STEELS- RECOMMENDATIONS

3.0 PRIORITY OF REQUIREMENTS

In case of any variation and discrepancy between the Job Specific Requirement in the Scope of Work, this specification and codes, order of precedence shall be as under: -

- (1) Job Specific Requirement
- (2) This Specification
- (3) Codes

4.0 MATERIAL

4.1 General

All materials shall conform to their respective specifications given in elsewhere in the tender. The use of equivalent or alternative materials shall be permitted only in very special cases and for all such cases prior written approval of the Owner / EIC shall be obtained.

4.2 **Receipt and Storing of Materials**

Each section shall be marked for identification and each lot shall be accompanied by manufacturer's quality certificate, chemical analysis and mechanical characteristics.

All sections shall be checked, sorted out and arranged by grade and quality in the store. Any instruction given by the EIC in this respect shall be strictly followed.

All material shall be free from surface defects such as pitting, cracks, laminations, twists etc.

Defective material shall not be used and all such rejected material shall be immediately removed from the store/site. The decision of EIC in this regard shall be final and binding.

Welding wires and electrodes (packed in their original: arsons) shall be stored separately by quality and lots inside a dry and enclosed room in compliance with IS: 9595 and as per instructions given by the EIC/Engineer-In-Charge. Electrodes shall be kept perfectly dry to ensure satisfactory operation and weld metal soundness.

Each lot of electrodes, bolts, nuts etc. shall be accompanied by manufacturer's quality test certificates.

All bolts (including nuts and washers) shall be checked, sorted out and arranged diameter wise by grade and quality in the store.

4.3 **Material Tests**

The Contractor shall submit manufacturer's quality certificates for all the materials supplied by him. In case quality certificates are not available or are incomplete or when material quality differs from standard specifications, such materials shall not be used in the construction. However, the Contractor shall get all appropriate tests conducted in approved test houses for such materials as directed by the EIC at no extra cost to the owner and submit the same to the EIC for his approval. The EIC may approve the use of such materials entirely at his discretion.

The Contractor shall ensure that all material brought to site are duly approved by the EIC. Rejected materials shall not be used and shall be removed from site forthwith. Any material of doubtful quality for which specific tests are to be carried out as per the instruction of the Engineer- in-Charge shall be separately stacked and properly identified.

5.0 **FABRICATION DRAWINGS**

Fabrication and erection drawings shall be prepared by the Contractor on the basis of "Approved for Construction" (AFC) design drawings Standards issued to the Contractor. These drawings shall be prepared by Contractor or by an agency engaged by the contractor and approved by EIC.

Fabrication and erection drawings shall be thoroughly checked, stamped "Approved for Construction" and signed by the Contractor's own responsible Engineer irrespective of the fact that such drawings are prepared by the Contractor or his approved agency, to ensure accuracy and correctness of the drawings. Unchecked and unsigned drawings shall not be used for the purpose of proceeding with the work. The Contractor shall proceed with the fabrication and erection work only after thoroughly satisfying himself in this regard.

All fabrication and erection drawings shall be issued for construction by the Contractor directly to his work site. Six copies of such drawings shall simultaneously be submitted to the EIC. However the contractor shall not proceed with the fabrication of such structures whose fabrication drawings are required to be reviewed before taking up the fabrication work as noted on "Approved for Construction" (AFC) design drawings issued to the contractor or as conveyed by the EIC. The fabrication of such structures shall be done only as per the reviewed fabrication drawings.

The review of such drawings by EIC shall be restricted to the following only:

- a) Structural layout, orientation and elevation of structures/ members.
- b) Sizes of members
- c) Critical joint details

Fabrication drawings shall be drawn to scale and shall convey the information clearly and adequately. Following information shall be furnished on such drawings.

- a) Reference to design drawing number (along with revision number, if any) based on which fabrication drawing has been prepared.
- b) Structural layout, elevations & sections (with distinct erection marking of all members).
- c) Framing plans, member sizes, orientation and elevations.
- d) Layout and detailing of rain water pipes and gutters showing all necessary levels, connections and provisions wherever required.
- e) Detailing of shop/field joints/welds, connections, splices, for required strength and erection.
- f) Location, type, size and dimensions of welds and bolts.
- g) Shapes and sizes of edge preparation for welding.
- h) Bill of materials.
- i) Quality of structural steel tubes, hollow sections, plates etc., welding electrodes, bolts, nuts and washers to be used.
- j) Erection assemblies identifying all transportable parts and sub-assemblies with special erection instructions, if required.
- k) Method of erection and special precautions to be taken during erection as required.

4.5 The Contractor shall additionally ensure accuracy of the following and shall be solely responsible for the same:

- a) Provision for erection and erection clearances.
- b) Marking of members.
- c) Cut length of members.
- d) Matching of joints and holes.
- e) Provision kept in the members for other interconnected members.
- f) Bill of materials.

Connections, splices and other details were not shown on the design drawings shall be suitably designed and shown on the fabrication drawings based on good engineering practice developing full member strength. Design calculations for such connections/ splices shall be submitted to the EIC along with the fabrication drawings.

Any substitution or change in section shall be allowed only when prior written approval of the EIC has been obtained. Fabrication drawings shall be updated incorporating all such substitutions/changes by the Contractor at no extra cost to the owner.

In case during execution of the work, the EIC on review of drawings considers any modifications/substitutions necessary to meet the design parameters/ good engineering practice, there shall be brought to the notice of the Contractor who shall incorporate the same in the drawings without any extra cost to the owner. The Contractor will be totally responsible for the correctness of the detailed fabrication drawings and execution of the work.

Contractor shall incorporate all the revisions made in the design drawings during the course of execution of work in his fabrication drawings, and resubmit the drawings at no extra cost to the owner. All fabrication shall be carried out only as per the latest AFC design drawing and corresponding fabrication drawings.

The Contractor shall supply two prints each of the final/as-built drawings along with their native soft files to EIC/Engineer-In-Charge for reference and record. The rates quoted shall include for the same.

6.0 **FABRICATION**

6.1 **General**

Fabrication of structures using tubular/hollow sections shall be done strictly as per "Approved For Construction" fabrication drawings (prepared by the Contractor based on the latest design drawings) and in accordance with IS:800, IS:806, IS:1161, IS:4923, IS:9595 and other relevant BIS Codes.

Prior to commencement of fabrication, undulations in the fabrication yard, if any, shall be removed and area levelled and paved by the Contractor.

Any defective material used in the work shall be replaced by the Contractor at his own expense. Necessary care and precautions shall be taken so as not to cause any damage to the structure during any such removal and replacement.

The components of the structure shall be assembled in such a manner that they are neither twisted nor otherwise damaged and be so prepared that the specified cambers, if any, are maintained.

Any faulty fabrication pointed out at any stage of work by the Engineer-in-Charge, shall be made good or replaced by the Contractor at his own cost. Tolerances for fabrication of steel work shall conform to

IS: 7215.

6.2 **Straightening & Bending**

All materials before being assembled shall be straightened, if necessary (unless required to be of a curvilinear form) and shall be free from twist. Tubes shall not deviate from straightness by more than 1/600 of any length.

Bending of structural hollow or tubular sections shall be done by cold process to shapes as shown on drawings.

6.3 **Cut Edges**

Edges shall be dressed to a neat and workman like finish and be free from distortion.

6.4 **Caps Bases for Columns**

The ends of all tubes and hollow sections for columns (transmitting loads through the ends) shall be ground flush and made True Square to the axis of the member and shall be provided with caps and base plates as shown on the drawings.

6.5 Sealing of Tubes and Hollow Sections

When the end of member is not automatically sealed by virtue of its connection by welding to another member, the end shall be properly and completely sealed against ingress of moisture. Before sealing, the inside of the tubes and hollow sections shall be made dry.

6.6 Flattened Ends

In tubular construction, joints may be formed by flattening or splitting or otherwise formed shapes for welded or bolted connections. The change in section shall be gradual to avoid concentration of stresses and all flattening shall be done by cold process only.

6.7 Welding

Welding shall be strictly in accordance with IS: 9595 and carried out by experienced welders only. For welding (including testing & examining of welds) relevant Structural Steel Works shall be referred to the extent applicable.

6.8 Bolting

Washers shall be specially shaped where necessary to give the nuts and the heads of bolts a full bearing.

In all cases where the full bearing area of the bolt is to be developed, the threaded portion of the bolt shall not be within the thickness of parts bolted together, and washer(s) of appropriate thickness shall be provided to allow the nut to be completely tightened.

7.0 MARKING FOR IDENTIFICATION

Each component shall be distinctly marked before delivery, in accordance with the marking diagram and shall bear such other marks as will facilitate erection.

8.0 SHOP ERECTION

The steel work shall be temporarily shop erected complete or as directed so that accuracy of fit may be checked before dispatch.

9.0 INSPECTION AND TESTING

The EIC/Engineer-In-Charge of OWNER (or his authorised representative) shall have free access at all times to those parts of the Contractor's Works which are concerned with the storing and fabrication of the steel work and shall be provided with all reasonable facilities for satisfying himself that fabrication is being undertaken in accordance with the provisions of these specifications and other relevant BIS Codes.

Should any structure or part of a structure be found not to comply with any of the provisions of these specifications and other relevant BIS Codes, it shall be rejected. No structure or part of the structure, once rejected shall be resubmitted for inspection, except in cases where the EIC/Engineer-In-Charge or his authorised representative considers the defect as rectifiable.

Defects which may appear during fabrication/erection shall be made good only with the consent of the EIC/Engineer-In-Charge and procedure laid down by him.

All necessary gauges and templates shall be supplied free to the Engineer-in- Charge by the Contractor whenever asked for during inspection. The Engineer- in-Charge may, at his discretion, check the test results obtained at the Contractor's works by independent tests at a test house, the cost of such tests shall be borne by the Contractor.

10.0 SHOP PAINTING, PACKING AND TRANSPORTATION

All components and members of steel work shall be given one shop coat of primer as specified in the tender, immediately after the surface have been properly prepared (i.e. degreased, de-rusted, descaled and cleaned) in accordance with the job specification, as applicable.

All items shall be suitably packed in case they are to be dispatched from the fabrication shop to the actual site of erection so as to protect them from any damage or distortion during transit.

11.0 SITE (FIELD) ERECTION

11.1 Plant and Equipment

The suitability and capacity of all plant and equipment used shall be to the complete satisfaction of the EIC/Engineer-In-Charge.

11.2 Storing and Handling

All steel work shall be so stored and handled at site so that the members are not subjected to excessive stresses and any damage.

11.3 Setting out

Prior to setting out of the steel work, the Contractor shall get himself satisfied about the correctness of levels, alignment, location of existing pedestals/ columns and holding down bolts/ pockets provided therein. Any minor modification in the same including chipping, cutting and making good, adjusting the anchor bolts etc. if necessary, shall be carried out by the Contractor at his own expense. The positioning and levelling of all steel work including plumbing of columns and placing of every part of the structure with accuracy shall be in accordance with the drawings and to the complete satisfaction of the EIC/Engineer-In-Charge.

11.4 Tolerances

Tolerances for erection of steel structures shall be as per Specification.

12.0 SAFETY AND SECURITY DURING ERECTION

The Contractor shall comply with IS: 7205 for necessary safety and adhere to safe erection practices and guard against hazardous and unsafe working conditions during all stages of erection.

During erection, the steel work shall be securely bolted or otherwise fastened, and when necessary, temporarily braced to provide for all loads to be carried by the structure during erection till the completion including those due to erection equipment and its operation etc. For the purpose of guying the Contractor shall not use other structures in the vicinity without prior written permission of the EIC/Engineer-In-Charge.

No permanent bolting or welding shall be done until proper alignment has been achieved.

Proper access, platform and safety arrangement shall be provided for working and inspection at no extra cost whenever required.

13.0 FIELD CONNECTIONS

Field Bolting

Field bolting shall be carried out with the same care as required for shop bolting.

Field Welding

All field assembly and welding shall be executed in accordance with the requirements for shop. Holes for all erection bolts where removed after final erection shall be plugged by welding. Alternatively erection bolts may be left and secured. Proper access, platform and safety arrangements shall be provided for inspection whenever required.

14.0 13.0 GROUTING

Prior to positioning of structural columns/ girders/ trusses over the concrete pedestals/columns/ brackets, all laitance & loose material shall be removed by wire brushing & chipping. The bearing concrete surfaces shall be sufficiently

leveled, hacked with flat chisels to make them rough, cleaned (using compressed air) and make thoroughly wet. All pockets for anchor bolts shall be thoroughly cleaned and excess water, if any, shall be removed.

Thereafter, the structural members shall be erected, aligned & plumbed maintaining the base plates/ shoe plates at the levels shown in the drawings, with necessary shims/ pack plates/wedges.

After final alignment and plumbing of the structure, the forms shall be constructed all round and joints made tight to prevent leakage. Grouting (under the base plates/ shoe plates including grouting of sleeves & pockets) shall be done with non-shrink grout having compressive strength (28 days) not less than 40 N/sq.mm. Non shrink grout shall be of free flow premix type of approved quality and make and mixed with water in proportion as specified by the manufacturer. Ordinary 1:2 cement sand mortar grout shall be used only for small, isolated structures e.g. operating platforms not supporting any equipment, pipe supports, cross overs, stairs & ladders. The thickness of grout shall be as shown on the drawings but not less than 25mm nor more than 40mm in any case.

The grout mixture shall be poured continuously (without any interruption till completion) by grouting pumps from one side of the base plate and spread uniformly with flexible steel strips and rammed with rods, till the space is filled solidly and the grout mixture carried to the other side of the base plate.

The grout mixture shall be allowed to harden for a period as decided by the EIC/Engineer-In-Charge. At the end of this period, the shims/ wedges/ pack plates may be removed and anchor bolts tightened uniformly. The alignment of the structure shall now be rechecked and if found correct, the voids left by the removal of shims/ wedges/pack plates (if removed) must be filled up with a similar mixture of grout. In case after checking, serious misalignment is indicated, the grout shall be removed completely and fresh grouting done after making appropriate correction of alignment.

15.0 SCHEME AND SEQUENCE OF ERECTION

The Contractor shall furnish the detailed scheme and sequence of erection to match with the project schedule and get the same approved by the EIC/Engineer-In-Charge. All necessary co-ordination and synchronization shall be done with the civil contractor where civil works are not included in the scope of structural contractor at no extra cost so as to match with the project schedule.

16.0 PAINTING AFTER ERECTION

Painting of Structural Steel Works using (tubular/ hollow sections) shall be done in accordance with relevant clauses of Specification.

**17.0 DESIGN SPECIFICATIONS
DESIGN AND DESIGN DRAWINGS**

The design and design drawings of the structure(s) shall be prepared by the Contractor on the basis of conceptual drawing(s) furnished to him. These (design and design drawings) shall be prepared in his own design office, or in case such facility is not available with the Contractor, by an approved and established agency. The names of agencies who may be considered for entrusting with this work shall be submitted along with the offer for approval of the EIC/Engineer-In-Charge. If none of the agencies so named is approved, the Contractor shall submit a fresh list for approval.

The design shall be done in accordance with IS: 800, IS: 801, IS: 806, IS: 1161 & IS: 4923, and other relevant BIS Codes (latest revisions). The loads to be adopted in the design shall be in accordance with IS: 875 & IS: 1893 except otherwise specified. All design calculations and design drawings shall be prepared in metric units i.e. dimensions in millimeters and levels in meters.

The basic consideration for design of structural framework shall primarily be its stability, ease of fabrication and erection, overall economy satisfying the relevant BIS Codes of

Practice and satisfactory performance. All structures shall be designed to withstand the worst combination of loading.

All design calculations (supplemented with necessary explanatory sketches, computer outputs & explanatory notes) shall be done in a neat and systematic manner so as to facilitate review of the same. The design drawings shall include the following:

- a) Structural layout, elevations, sections.
- b) Sizes of members and tables showing forces in members under different loading conditions.
- c) Proposed sizes of sheets and extent of sheeting (to be represented by chain dotted lines)
- d) Blown up details of joints, connections, splices etc.
- e) Size and type of welds/bolts.
- f) Quality of tubular/hollow sections and structural steel bolts etc.
- g) Approximate quantity (Metric Tons).
- h) Chart/table showing loading (under different conditions) and fixing details at base (required for the design of supporting structure/foundations which shall be in the Owner's scope of work)

All design calculation sheets and design drawings shall be thoroughly checked, approved, stamped "Approved For Construction" and signed by a competent design engineer (engaged by the Contractor) prior to their submission to the EIC/Engineer-In-Charge for review.

Unchecked and unsigned design calculations and design drawings shall not be accepted for review and shall be returned forthwith to the Contractor.

The Contractor shall submit the design calculations (3 sets) and design drawings (6 sets) for review to the EIC/Engineer-In-Charge. Any comments/ suggestions given by him shall be incorporated in the design/ design drawings (without any extra cost to the Owner) and resubmitted for review. However, it shall be clearly understood that review by the EIC/Engineer-In-Charge shall not relieve the Contractor of his responsibility for the correctness of design, drawings and execution of the works. Any defect observed either during construction/erection or till the defect liability period of works shall be rectified and removed by the Contractor without any cost implication.

The design calculations and design drawings shall be submitted by the Contractor in one lot so as to facilitate an overall systematic review by the

EIC/Engineer-In-Charge of OWNER.

The Contractor shall supply the all native soft copies of all design calculations and design drawings at no extra cost to the Owner, for record purposes.

APPROVED VENDOR LIST

GENERAL NOTES/ INSTRUCTIONS

1	ONLY 'FIRST' QUALITY MATERIALS SHALL BE USED.
2	OWNER RESERVE THE RIGHT TO CHOOSE ANY OF THE APPROVED PRODUCT/ BRAND/ MANUFACTURER AS PER THIS LIST
3	SPECIFICATION OF THE PRODUCT SHALL BE CHECKED AGAINST TENDER SPECIFICATIONS BEFORE SELECTING ANY PRODUCT/ BRAND. IN CASE OF ANY DISCREPANCY, TENDER ITEM/ SPECIFICATIONS SHALL PREVAIL, AND ANY SUCH PRODUCT/ BRAND SHALL NOT BE USED WHICH IS NOT CONFORMING TO TENDER SPECIFICATIONS EVEN IF IT IS APPEARING IN THIS LIST
4	DOSAGE OF ADMIXTURES, WHEREVER NOT MENTIONED IN THIS LIST, SHALL BE AS PER MANUFACTURER'S SPECIFICATIONS.
5	IN CASE OF NON-AVAILABILITY OF ANY PRODUCT AMONG APPROVED PRODUCTS/ BRANDS AT A PARTICULAR SITE/ REGION, ALTERNATE PRODUCT/ BRAND NAME SHALL BE PROPOSED BY CONTRACTOR TO OWNER FOR APPROVAL, ALONG WITH THE DETAILS OF THE PROPOSED PRODUCT/BRAND FOR APPROVAL
6	CONTRACTOR MAY PROCURE MATERIAL FROM ANY OF THE LISTED VENDORS FROM THE VENDOR LIST. HOWEVER WORKLOAD, STABILITY AND SOLVENCY OF THE VENDORS NEED TO BE VERIFIED BY THE CONTRACTOR BEFORE PLACEMENT OF ORDER
7	CONTRACTOR SHALL NECESSARILY PROCURE ALL THE MATERIAL / EQUIPMENT FORMING PERMANENT PART OF THE UNIT / PLANT FROM THIS VENDORS LIST ONLY. THIS SHALL INCLUDE SUB-ORDERED ITEMS / COMPONENTS ALSO. THE "APPROVED VENDORS" IN THIS VENDOR LIST SHALL BE ITEM SPECIFIC
8	FOR ITEMS NOT COVERED IN THE VENDOR LIST, THE CONTRACTOR SHALL REFER TO THE CPWD VENDOR LIST. FOR SUCH ITEMS, VENDORS SHALL BE APPROVED BY OWNER PRIOR TO PLACEMENT OF ORDER BY CONTRACTOR. CONTRACTOR SHALL LIST DOWN THE PROPOSED SUPPLIERS / VENDORS FOR SUCH ITEMS AND SUBMIT THE SAME FOR OWNER'S REVIEW AND APPROVAL
9	IN AN EVENTUALITY THAT CONTRACTOR ENCOUNTERS THE STATE OF NO RESPONSE FROM THE VENDORS ENLISTED IN THE BIDDING DOCUMENTS, UPON WRITTEN DOCUMENTARY EVIDENCE OF THE REGRET FROM THE ITB ENLISTED VENDORS, CONTRACTOR MAY CONSIDER, ALTERNATE VENDORS, WITH PRIOR APPROVAL OF OWNER. REQUISITE DOCUMENTATION SUPPLEMENTING THE CREDENTIALS OF THE PROPOSED ADDITIONAL VENDORS IN SUCH AN EVENTUALITY SHALL BE PROVIDED TO OWNER FOR APPROVAL. CONTRACTOR TO NOTE THAT IT SHALL BE THE CONTRACTOR'S EXCLUSIVE RESPONSIBILITY TO MEET THE QUALITY, SCHEDULE CONSIDERATIONS FROM THE PROPOSED ALTERNATE VENDOR. OWNER SHALL, IN NO WAY, BE RESPONSIBLE FOR DELAYS ON THIS ACCOUNT
10	COMPLIANCE TO PROCUREMENT OF MATERIAL FROM APPROVED VENDORS IS MANDATORY AND SHALL BE FULLY COMPLIED WITH. NO DEVIATION TO APPROVED VENDOR LIST SHALL GENERALLY BE ACCEPTABLE

11	<p>FOR ITEMS NOT COVERED IN THE VENDOR LIST, THE VENDORS LIST SHALL BE APPROVED BY OWNER PRIOR TO PLACEMENT OF ORDER BY CONTRACTOR. CONTRACTOR SHALL LIST DOWN THE PROPOSED SUPPLIERS / VENDORS FOR SUCH ITEMS AND SUBMIT THE SAME FOR OWNER REVIEW / APPROVAL ALONG WITH NECESSARY DOCUMENTS / CREDENTIALS. NON-ACCEPTANCE OF A PARTICULAR PROPOSED VENDOR DUE TO ANY REASONS WHATSOEVER SHALL NOT BE A CAUSE OF SCHEDULE AND COST IMPLICATION</p>
12	<p>CONTRACTOR SHALL MAKE AN INDEPENDENT ASSESSMENT OF CAPABILITY OF ALL THE VENDORS FOR TIMELY DELIVERIES OF MATERIAL / EQUIPMENT. ANY DELAYS IN DELIVERIES BY VENDOR(S), SHALL NOT BE ENTERTAINED AS A CAUSE OF SCHEDULE AND COST IMPLICATION</p>
13	<p>AT ANY STAGE OF THE PROJECT, IF IT COMES TO THE NOTICE OF OWNER THAT CONTRACTOR HAS PROCURED MATERIAL / EQUIPMENT, INTENTIONALLY OR UNINTENTIONALLY WHATSOEVER, FROM AN UNAPPROVED VENDOR AND/OR ITEMS NOT FALLING IN APPROVED RANGE OF VENDOR(S), THE SAME SHALL BE REJECTED FORTHWITH AND CONTRACTOR SHALL BE LIABLE TO REPLACE SUCH MATERIAL / PLANT / MACHINERY WITHOUT ANY SCHEDULE AND COST IMPLICATION TO THE OWNER</p>
14	<p>LIST OF VENDORS APPEARING ANYWHERE ELSE IN THE CONTRACT DOCUMENT IN CASE OF DUPLICATION OF THE ITEMS AT TWO OR MORE PLACES (EXCEPT FOR THE VENDORS LIST PROVIDED BY PROCESS LICENSOR, IF APPLICABLE) SHALL NOT BE CONSIDERED BY CONTRACTOR AND SHALL BE SUPERCEDED BY THE VENDOR LIST ENCLOSED HEREWITH.</p>
15	<p>IT IS UNDERSTOOD THAT SHOULD THE NAME OF VENDOR BE CHANGED DUE TO CHANGE IN THEIR COMPANY OR CORPORATE SHARE HOLDING, OWNER WILL ACCEPT SUCH VENDORS UNDER ITS NEW NAME WITH PRIOR APPROVAL AND SUBMISSION OF THE REQUISITE DOCUMENTATION BY THE CONTRACTOR. ANY SUCH APPROVAL SHALL HOWEVER, NOT RELEASE THE CONTRACTOR FROM ANY OF HIS OBLIGATIONS UNDER THE CONTRACT; NEITHER SHALL ANY SUCH APPROVAL SIGNIFY NOMINATIONS OR INSTRUCTION TO USE SUCH A VENDOR. ALL APPROVED VENDORS ARE DEEMED TO HAVE BEEN FREELY CHOSEN BY THE CONTRACTOR AT HIS OWN RISK</p>
16	<p>VENDORS ON OWNER'S HOLIDAY LIST SHALL NOT BE CONSIDERED FOR ORDERING. CONTRACTOR TO NOTE THAT DURING THE IMPLEMENTATION STAGES SHOULD A VENDOR LISTED IN THE VENDOR LIST BE PUT ON HOLIDAY THE OWNER RESERVES THE RIGHT TO INFORM TO CONTRACTOR TO ENSURE THAT NO SUBSEQUENT ORDERS, FROM THE TIME OF ISSUANCE OF THE MESSAGE FROM OWNER, SHALL BE PLACED ON SUCH VENDORS. HOWEVER IT SHALL REMAIN AN EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE VENDOR ,TO WHOM THE ENQUIRIES ARE BEING ISSUED/ORDER IS BEING PLACED BY THE CONTRACTOR, IS NOT ON OWNER HOLIDAY LIST. THIS REQUIREMENT HAS TO BE FOLLOWED BY THE CONTRACTOR WITHOUT ANY TIME AND COST IMPLICATION TO THE OWNER</p>

STRUCTURAL

SL NO.	ITEM DESCRIPTION	APPROVED MAKES / BRAND/VENDOR
1	STRUCTURAL STEEL	SAIL /TISCO/ TATA STEEL/ RINL/JSW/ VIZAG/JINDAL
2	ELECTRODES	1. ESSAB
		2. GEE
		3. ADOR (ADVANIORLIKON)
		4. D&H(INDIA)
		5. D & H(SECHERON)
3	PAINT	1. BERGERPAINTS
		2. SHALIMARPAINTS/
		3. AKZO-NOBELCOATINGS/
		4. SIGMACOATING/
		5. ASIANPAINTS/
		6. GRAUER & WEIL (INDIA)LIMITED.
4	PRE-COLOUR COATED SHEET AND TRANSLUCENT FRP SHEETS	1. CRIL (COLOUR ROOF INDIALIMITED)
		2. TATA BLUESCOPE/
		3. LLOYD INSULATION (I)LTD/
		4. INTERARCH
		5. SIMBA FRP PVT LTD/ JINDAL / JSW

<u>WATER SUPPLY SYSTEM</u>		
SL NO	ITEM DESCRIPTION	APPROVED MAKES/BRANDS/VENDORS
1	GATE AND NRV (CARBON STEEL)	FOURESS/ AUDCO/ KIRLOSKAR BROTHERS/ KSB/ CRESCENT VALVES/ BDK/ INDIAN VALVE(IVC)/ L&T/ NECO/ AV VALVES/ XOMOS/ LEADER/ KBL/ BHEL/ FLUID CONTROL EQUIPMENT/ STEAM & MINING/ VIRGO
2	GATE AND NRV (CL)	KIRLOSKAR BROTHERS/ STEAM & MINING/ IVPL/ AV VALVES/ SHIV DURGA/ BDK/ FOURESS.
3	BUTTERFLY VALVES	AUDCO/ FOURESS/ INDIAN VALVE/ L&T/ FISCHER/ XOMOS/ TYCO VALVES/ JASH/ AVC ENGG/ FLEX/ KIRLOSKAR BROTHERS/ VIRGO/ AL SAUNDERS/ STEAM & MINING/ KEYSTONE/ BDK/ IVPL NASIK
4	GUNMETAL GATE/ GLOBE/ CHECK VALVE	BOMBAY METAL/ LEADER/ LEVCON VALVES/ NETA/ SANT/ ZOLOTO/ KEYSTONE/ SAMSONS
5	AIR RELEASE VALVE	SHIVA DURGA/ IVPL/ IM ENGINEERS/ STEAM & MINING/ SCHRODER DUNCUM/ FLUID LINE VALVES.

TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL JOBS AT MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA

6	BALL VALVE	AUDCO/ KSB/ AL SAUNDERS/ XOMOX/ VIRGO/ BDK/ VIRGO
7	STRAINER	OTOKLIN/ SUPERFLO/ TRIVENI/ SAROJINI ENTERPRISES/ FILTRATION ENGINEERS / BOLL&KIRCH/ IMETROL/ JPG/ PLENTY/ FILTER MFG. IND./ PUROLATOR
8	STEEL PIPES (MS)	SAIL/ ITC/ BST. JINDAL/ AJANTA/ PRAKASH TUBES/ ZENITH/ GUJRAT STEEL TUBES/ TATA/ MAHARASTRA SEAMLESS/ KALINGA/ SURYA/ RSP/ PSL/ RINL/ RATNAMANI/ IISCO/ SAW
9	STEEL PIPE FITTINGS	TUBE BENDS/ GUJRAT INFRA PIPES/ MS FITTINGS/ TUBE PRODUCTS/ EBY INDUSTRIES/ STEWARDS&LLOYDS/ HEAVY METAL TUBES/ NOBEL TUBES/ RAJENDRA MECH. IND./ VITRAG/ POONAM ENTERPRICES/ N.L HAZRA/ VEKETESH UDYOG/ NAVKAR/RELIABLE STEEL (RELIABLE PIPES &TUBES LIMITED)
10	RCC PIPES & FITTINGS	SUR INDUSTRIAL PIPES/ HIND CERAMICS/ INDIAN HUME PIPES/ DAYA

CIVIL & ARCHITECTURAL

SL. NO	DESCRIPTION	APPROVED MAKES/VENDORS/BRANDS
1	GLAZED TILES / CERAMIC TILES / VITRIFIED CERAMIC TILES	HR JOHNSON/ KAJARIA TILES/ SOMANY/BELL-CERAMICS/ NITCO/ MURUDESHWAR CERAMICS LTD.
2	METALLIC FLOOR : HARDENR	TRIVENI COLOR INDUSTRIES (FLOORNATE)/ HEATLY& GRESHAM (INDIA) LTD/ DE-RUST CHEMICAL CORPORATION OF INIDA (FERRONITE)/ CEMENT RESEARCH CORPORATION PVT.LTD.(STILONITE)/CHOKSEY CHEMICALS/CICO TECHNOLOGIES/SAMROCK CHEMICALS
3	EPOXY COATING FOR FLOORING	BASF/BUILDTECH/CICO /CIPY PU/FOSROC/PIDILITE/SIKA/STANVAC
4	STEEL DOORS/ ROLLING SHUTTERS & PRESS STEEL DOOR FRAMES	SHAKTHI MET-DOOR/ MADHUINDUSTRIES/ SENHARVIC/ AGEW/ DECCAN STRUCTURAL SYSTEMS PVT. LTD./ BASIC ARCH. PRODUCTS (PUNE)/ NCLSECCOLOR LTD./ PERFECT INDUSTRIAL PRODUCTS /DHIMAN STEEL/SKS STEEL/ SUPER STEEL
5	FIRE RATED DOORS	NAVAIR INTERNATIONAL/MPP TECHNOLOGIES/SUPER STEEL WINDOWS
6	ALUMINIUM DOORS/ WINDOWS/ CURTAIN WALLS / STRUCTURAL GLAZING SECTIONS	INDAL / BHORUKA/ HINDALCO/ JINDAL

TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL JOBS AT MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA

7	GLASS :(PLAIN/FROSTED CLEAR / TINTED FLOAT GLASS)	MODIGAURD/ SAINT-GOBAIN/ ASAHI/ HINDUSTHAN SAFETY GLASS WORKSLTD
8	HARDWARE FITTINGS & FIXTURES:	JAYANT METAL MANUFACTURING CO./ SHALIMAR HARDWARE/ EVERITE/ HARDWYN/ EARL BIHARI/ GODREJ & BOYCE/ SECUR INDUSTRIES / EBCO / CROWN / DORMA
9	WATERSTOPS: (PVC/RUBBER)	OMAI PLASTICS (P) LTD. BASECON/ PASK/ ASIANENGG. PRODUCTS/ RC ENTERPRISES/ CAPNHANSINDIA LTD/ FIXOPANENGRS. PVT. LTD.
10	EXPANSION JOINT AND TARFELT WATERPROOFING	SHALITEX/ TIKI TAR INDUSTRIES/ STP LTD. (MS SHALIMAR TAR PRODUCTS)/ LLOYD INSULATION (I)/ PIDILITE/ IWL
11	INTEGRAL WATER PROOFING COMPOUND	ACCOPROOF/ CICO/ IMPERMOLAFARGE/ FOSROC/ROFFE/SIKA/BASF
12	WATERPROOFING TREATMENT, APP MEMBRANE	SIKA/ FOSROC/ ROFFE/ OVERSEAS WATER PROOFING CORPORATION/ CHOWGULE /TEXSA/ PIDILITE/FOSROC/SIKKA/BASF
13	CEMENT PAINTS/ EXTERIOR EMULSION PAINTS/ DISTEMPER/ ACRYLIC EMULSION PAINTS/ ENAMEL PAINTS & OIL PAINTS	ASIAN PAINTS/ BERGER PAINTS/ GOODLASNEROLAC/ JHONSON NICHOLSON/
14	WALL PUTTY	BIRLA WHITE/JK CEMENT
15	FALSE CEILING / PARTITION	INDIA GYPSUM/ ARMSTRONG/ LAFARGE BORAL GYPSUM LIMITED/LUXALON
16	FALSE FLOORING	EVEREST INDUSTRIES/LLOYD INSULATIONS/MULTI FLOORS/UNITED ACCESS FLOORS/UNIVERSAL BUILDING PRODUCTS
17	DECORATIVE LAMINATES	DECOLAM/NATIONAL/ FORMICA/ GREENLAM/ CENTURY (MERINO)
18	FRP DOORS	RAJASHRI PLASTIC/ ACCUCEL/ OMEGA FIBRES/ THERMODECK/ ASTRAL
19	DOOR CLOSERS/ FLOOR SPRING	EVERITE/ GARNISH/ HARDWYN/ DORMA/ GODREJ
20	SEALANTS	GE SILICON/ DOW CORNING/ BOSTIK/ PIDLITE INDUSTRIES/SIKA/FOSROC/CICO/CHOWSKEY
21	CONCRETE PAVER BLOCKS	BASANTBETON/ COBBLE STONES/ ABIDEEP INTERLOCK PAVERS/ PVT. LTD./ PAVE STONE MARKETING (P) LTD./ DESIGNERS PAVINGS& TILES PVT. LTD./BESSERS CONCRETE PAVER BLOCKS.
22	SANITARY APPLIANCES	PARRYWARE/HINDWARE/JAGUAR/KOHLER
23	CP BRASS FITTINGS/WASTE COUPLINGS/	JAGUAR/ ESSCO/ NOVA/ GEM/ MARC/ ESSESS/JUPITERAQUA /GROHE.

TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL JOBS AT MRPL MARKETING TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA

	BOTTLETRAPS	
24	PVC FLUSHING CISTERNS	PARRY WARE/ HINDWARE/ JAGUAR/KOHLE
25	MIRROR	SAINT GOBAIN/ MODIGAURD/ ATUL GLASS WORKS/
26	STAINLESS SINK	NIRALI/ DIAMOND/ JAQUAR DAYANA/ AMC/HINDWARE
27	GI PIPES	TATA/ JINDAL/ZENITH/GST/JSW
28	GI MALLEABLE FITTINGS	UNIK/ZOLOTOPEC/MJM/ BIMAL
29	GM GATE/ GLOBE VALVES/CHECK VALVES	NETA/SANT/NEW/LEADER/AIDCO/IVC
30	BALL VALVES	MBM/ TECHNO
31	SW PIPES & GULLEY TRAPS	PERFECT KASHMIRA/ SOUTH INDIA CORPORATION/ TACEL/ INDO PIPES
32	RCC HUME PIPES	INDIAN HUME PIPES/ CANARA CEMENT PIPES/ KARNATAKA CEMENT PIPES
33	HDPE/UPVC PIPES & FITTINGS	PRINCE/FINOLEX/ SUPREME/ KITEC/ ORIPLAST/ POLYFAB/ SANGIR/ ORIPLAST/ VARUNA PIPES/SHREE DARSHAN PIPES
34	CPVC PIPES & FITTINGS	FLOWGAURD (ASTRAL)/ FINOLEX / SUPREME/ASHIRWAD
35	MODULAR FLOORS (CAVITY FLOOR)	UNITILE/LLOYD/MEROTSK
36	CI MANHOLE COVERS	NECO/SREE BHUWANESHWARA ENTERPRISES
37	PVC STORAGE TANKS	SINTEX/ INFRA/ ICP (INDIA) PVT. LTD. CENTURY/POLYCON
38	CEMENT	ACC/ AMBUJA CEMENT/ULTRA TECH CEMENT/DALMIA/BIRLA SUPER
39	REINFORCEMENT STEEL AND STRUCTURAL STEEL	SAIL/ TATA STEEL/ RINL/JSW/ VIZAG/JINDAL
40	ADMIXTURES	FOSROC/SIKA/ROFF/BASF
41	ACID / ALKALI PROOF LINING	KOTHARI CORROSION CONTROLLERS/ COROMANDEL PRODORITE
42	PVC PIPES	SUPREME/ INFRA/ PRINCE/ FINOLEX
43	ANTI TERMITE TREATMENT	PEST CONTROL INDIA LTD/ MYSODET LTD/ ASHOK PEST CONTROL/ PEST CONTROL/ CHRISLINE MARKETING AGENTS
44	APP MODIFIED BITUMEN WATER PROOFING MEMBRANE	STP/ BITUMAT/ SIKA/ IWL/ PIDILITE TEXSA
45	WATER PURIFIER	KENT/ EUREKA FORBES(AQUA GUARD)/PHILIPS
46	STAINLESS STEEL HANDRAILS/ BALUSTRADE	KICH/ TECHBYTE
47	ROOF SHEET (CLADDING/ ROOFING)	TATA/ JINDAL/ SAIL/ JSW/ CRILL/ ESSAR/ BHUSHAN

**TENDER FOR MISCELLANEOUS CIVIL AND STRUCTURAL JOBS AT MRPL MARKETING
TERMINAL, DEVANGONTHI, BANGALORE, KARNATAKA**

48	UPVC WINDOW	FENESTA/ ELGI ENCRAFT/PLASOWIN/ EUROWIN/ REHAU/ EVOLUTION/ DECEQNICK
49	MOSQUITO MESH	FENESTA/ EVOLUTION/ DECEQNICK
50	DOOR LOCKS	GODREJ/DORMA/EUROPA
51	ANCHOR FASTENERS	FISCHER/HILTI
52	GLAVANISED GRATING	BHOLARAM/CELLCOM/GREATWELD/INDIANA/JACINTH/KANADE/OMAKAR/PIN AX/PREMIER/SUTTATTI/VINFAB
53	WATER PUMP MOTOR	KIRLOSKAR/GRUNDFOSS/CGL
54	PLYWOODS/LAMINATES /VEENERS	GREENPLY/DURO/CENTURY/KITPLY/ARCHID
55	ACID RESISTANT TILES	H&R JOHNSON/REGENCY CERAMICS
56	UPVC GUTTER	AQUASTAR/EUROGUARD/AKODRANAGE