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

E-PUBLIC Tender No.: 3200000477 Date:29.12.2020

OPEN TENDER

FOR CIVIL & STRUCTURAL WORKS REQUIRED FOR MAKING NATURAL GAS FIRING PROVISION IN GTG1 & GTG2 OF CPP3 UNIT AT MRPL, MANGALURU

Tender Download Start Date	**29.12.2020**
Tender Download End Date & Time	**18.01.2021; 15.00 Hrs**
Pre-bid Meeting	**06.01.2021; 10:00 Hrs**
Bid Closing date & Time	**18.01.2021; 15.00 Hrs**
Unpriced Bid Opening date & Time	**18.01.2021; 15.30 Hrs**

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 as well as on www.tenderwizard.com/MRPL

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.

MASTER INDEX

S. NO.	DESCRIPTION
Volume-I : COMMERCIAL SECTION	
1	**Cover Page**
2	**Master Index**
3	**Notice Inviting Tender (NIT)**
4	**Instructions To Bidders (ITB)**
5	**Proposal Forms**
6	**General Conditions of Contract (GCC)**
7	**Special Conditions of Contract (SCC)**
8	**Annexures to SCC**
	Annexure-I: Time Schedule
	Annexure-II: Measurement of Work
	Annexure-III: Terms of Payment
	Annexure-IV: Qualification and Experience Requirement of key construction personnel and penalty for their non-mobilization
	Annexure-V: Specification For Quality Management System
	Annexure-VI: Approval of Construction Sub-Contractor
	Annexure-VII: Calibration requirements of monitoring and measuring devices at construction sites.
	Annexure-VIII: MRPL Contract Workers Safety Policy
	Annexure-IX: MRPL Documentation procedure
9	**Price Part / Schedule of Rates**
	i) Preamble to Schedule of Rates
	ii) Price bid
	iii) Schedule of Rates (Prefilled SOR)
Volume-II : TECHNICAL SECTION	
Technical Specification	
1	**Civil Works Technical Specification and Tender Drawings**
2	**Mechanical Works Technical Specification and Tender Drawings**
3	**MRPL Engineering Design Basis**
4	**Approved Vendor List**

LIST OF VOLUMES

Sl. No	Volume No	Description
1	Volume I of II	Commercial Section
2	Volume II of II	Technical Section

VOLUME – I : COMMERCIAL SECTION

3 - NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)

L&T-Sargent & Lundy Limited (LTSL) on behalf of Mangalore Refinery & Petrochemicals Ltd., invites e-bids from eligible bidders in complete accordance with the following details and Tender document.

The brief details of the tender are as below:

Sl. No.	Description	Details
1	Tender Number	**3200000477**
2	Brief Description of the Tender	**Tender For Civil & Structural Works Required For Making Natural Gas Firing Provision In GTG1 & GTG2 Of CPP 3 Unit At MRPL, Mangaluru**
3	Tender Type	**E - Open Tender-Domestic**
4	Bid Type	**Two Bid**
5	Mode	Electronic Procurement System (EPS)
6	Tender Document download start date	**29.12.2020**
7	Bid Closing date/Time	**18.01.2021 @ 15.00 Hrs (IST)**
8	Date / Time of Technical Bid Opening	**18.01.2021 @ 15.30 Hrs(IST)**
9	Pre-bid Meeting	Applicable on **06.01.2021@ 10 Hrs**. Venue : Nethravathi building (E gate) Mangalore Refinery and Petrochemicals Ltd, Mangalore -575030, Karnataka, India
10	EMD	Bid Security/Earnest Money Deposit (EMD) is not applicable for this tender. Bid Security Declaration in lieu of EMD to be provided by the bidder as per the Annexure-3 to NIT.
11	Duration of Contract / Contract Period	**Acceptance test of GT-1& GT-2 or 31st January 2022 whichever is earlier**
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 BQC(Financial Turnover & Past Experience) for Start-up Companies	Not Applicable
16	Offer Validity	120 days from Final Bid closing Date

Sl. No.	Description	Details
17	Price Reduction Clause	Applicable
18	Security deposit	Applicable 3% of Order value
19	Defect Liability	Applicable
20	Integrity pact	Applicable
21 A	**Contact details**– Technical Queries	Mr. Rakesh Kumar Rathore Email Id: rakesh.rathore@lntsnl.com Ph. No: 0265-24456164/7574875535
B	Commercial Queries	Mr.Sanjay Kumay Email: sanjay.kumar@lntsnl.com Ph. No: 9177556673
22	Contact person For Queries related to E-tendering (registration and bid submission)	Mr. Dilip Ranganath,& Mr. Jayprakash Email: eps@mrpl.co.in, jayaprakash@antaressystems.com Phone No. 0824-288-2248 /2298 (Dealing officer / Section In charge details as mentioned above may also be contacted).
23	Alternate Contact details for E-Tendering (registration and bid submission)	Mr. Prabhuswamy, mohan@antaressystems.com / prabhuswamy@antaressystems.com Phone No. 080 – 49352000
24	~~Address to submit the tender document (in case of Manual Tender/Other Relevant Documents)~~	

Contact details & Address for Site visit.	
Contact Details	**Address**
Mr. Rakesh Kumar Rathore(L&T-S&L) Ph.No: **0265-2456164/7574875535** Ms. Lakshmi K (MRPL) Ph. No. 9483519483	**Mangalore Refinery & Petrochemicals Limited.** (A subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC) Kuthethoor P.O., Via: Katipalla, Mangalore-575030 (India)

Important information to be noted by the bidders:

- Bidders are requested to visit MRPL website http://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 **)**

INTRODUCTION:

Mangalore Refinery and Petrochemicals Limited - Mangalore (MRPL), a subsidiary of Oil and Natural Gas Corporation LTD (ONGC), is having total crude processing capacity of 15MMTPA. Captive Power Plant, Phase-3 (CPP-3) is having installed power generation capacity of 116.1 MW and is equipped with two Gas Turbine Generators (GTG) and two Steam Turbine Generators (STG). CPP-3 at MRPL has 2 numbers of BHEL make Gas Turbine Generators (GTG). One is Frame-V machine (GTG-1) rated for 22.1MW and second one is Frame-VIB machine (GTG-2) of 37.0MW. Both these machines are designed at site rated conditions of 88% RH at 35 deg.C dry bulb temperature. MRPL intends to have, Natural Gas (NG) firing provision in GTG-1 and in GTG 2 of CPP-3.

Mangalore Refinery & Petrochemicals Ltd. (herein after referred as “MRPL”) have appointed L&T-Sargent & Lundy Limited (herein after referred as “L&T-S&L”) as PMC (project management consultant) for implementation of fuel conversion of GT1 & GT-2 of MRPL CPP-III

L&T-S & L on behalf of Mangalore Refinery & Petrochemicals Ltd. invites e-bids in single stage two bid system through e-tendering s for subject works from competent contractors with sound technical and financial capabilities fulfilling Qualification Criteria stated in BQC.

BRIEF SCOPE OF WORK:

The “Civil & Structural works required for making Natural Gas firing provision in GTG1 & GTG2 of CPP 3 Unit at MRPL, Mangaluru”, Tender for this project will be executed on Item Rate basis.

The scope of work under this contract in general includes (but not limited to),Construction of all relevant Civil-Structural works (foundation and superstructure) & U/G piping works for GCS Area, Utilities and Off site areas of CPP-III Projects of MRPL, Mangalore including supply of all materials, tools & tackles, labour, etc. related to construction of facilities mentioned below against schedule INTRODUCTION:

Bidder to refer the SCC & Volume II-Technical Section of Bidding Document for complete details

1.0 BIDDER QUALIFICATION CRITERIA (BQC):

Bids submitted by the Bidders who qualify as per the following criteria will be technically and commercially evaluated. All other Bids are liable to be rejected.

1.1 **Experience Criteria:**

1.1.1 The bidder should 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:

(i) Three similar completed works, each costing not less than **Rs. 84,34,795 /-(Rupees Eighty four lakhs Thirty four thousand Seven hundred ninety five Only).**

OR

(ii) Two similar completed works, each costing not less than **Rs. 1,05,43,494 /-(Rupees One Crore Five lakhs Forty three thousand Four hundred ninety four Only)**

OR

(iii) One similar completed work costing not less than **Rs. 1,68,69,590/- (Rupees One Crore Sixty eight lakhs Sixty nine thousand Five hundred ninety Only).**

***Similar Work(s) shall mean:**

The bidder should have relevant experience in Civil & Structural Works for reinforced concrete works during last 7 years in any of the Following:

i) PSU/ CPWD/PWD.

ii) Any Govt. Department.

iii) Public and Private Limited companies

1.1.2 Bidders, who had been issued work order(s) and Executed work(s) in MRPL during the last 07 Years, shall provide satisfactory Completion Certificate(s), for the completed work(s), issued by MRPL.

1.1.3 Bidders, who have been issued work order(s) and presently executing the work(s) for the same in MRPL, shall provide satisfactory performance certificate(s) for such ongoing work(s), issued by MRPL.

1.1.4 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 1.1.1

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.

1.1.5 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 towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders shall submit these documents in addition to the documents specified in the bidding documents to meet BQC.

1.1.6 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”:

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

1.1.6.2 Copies of completion certificates from the End User / Owner / PMC 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.

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

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

Note: The contract values as indicated at Clause 1.1.1 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:

1.1.7.1 The completion certificate submitted by the bidder shall separately indicate the service tax 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 be submitted by the bidder.

1.1.7.2 In case service tax / GST amount / component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax / GST for 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 without service tax / GST.

1.2 **Financial Criteria:**

Average Annual financial Turnover of the bidder, during the last three years ending March 31st of previous financial years shall be at least **Rs. 63,26,096/- (Rupees Sixty three lakhs Twenty six thousand Ninety Six Only.)**

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.

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

Note B: Same as Para 1.2 Note A

1.2.2 Working Capital:

The minimum working capital of the bidder as per the immediate preceding year's audited financial results shall **Rs. 21,08,699 (Rupees Twenty one lakhs Eight thousand Six hundred ninety nine Only)**

Note B: Same as Para 1.2 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.

1.2.3 GENERAL

1.2.3.1 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

1.2.3.2 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.

1.2.3.3 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

1.3 **Documents and Data Required With Bid**

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

1.3.2 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. 1.1 & 1.2 of this document.

1.3.3 Bidder shall furnish documentary proof of fulfilling the "Bidder Qualification Criteria" as mentioned in Clause Nos. 1.1 & 1.2 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.

1.3.4 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.

1.3.5 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/LTSL. 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.

1.3.6 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.

1.3.7 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.

1.3.8 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 1.3.4 above.

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

1.3.10 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.

1.3.11 MRPL/LTSL 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.

1.3.12 Failure to meet the above Qualifying Criteria at 1.1 & 1.2 above will render the bid to be summarily rejected.

1.3.13 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.

1.3.14 Bidder is in the Holiday / Blacklist of any CPSU / State PSU / Central or State Government Undertaking. Bidder shall give a self-declaration to this effect

2.0 REJECTION CRITERIA

2.1 Bidder to quote for entire scope of work otherwise bid shall be rejected.

2.2 Offers received after the due date / time shall be rejected.

2.3 Bids received without Bid Security declaration in lieu of EMD (in original with the Technical Bid), before the bid closing date and time shall be liable for rejection. However, Govt. Dept. / PSUs / firms registered with NSIC / MSE (Micro and Small Enterprise), vendors registered with District Industries Centre (DIC) / any other body specified by Ministry of MSME (MoMSME) / Udyog Aadhaar Memorandum issued by MoMSME,

Startups are exempted from submission of Bid Security declaration. Such bidders shall submit relevant documentary proof towards exemption, along with technical bid of the tender.

2.4 Non-compliance to any of BQC.

2.5 Non adherence to technical / commercial terms and incomplete bids and bids in deviation to tender conditions will be liable for rejection

2.6 Bidders failure to enter into Integrity Pact as applicable for the Tender along with the bid duly signed shall be liable for rejection.

2.7 If technical bid & price bid are submitted together.

2.8 Bids found to have been submitted with falsified / incorrect information.

2.9 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.

2.10 Consortium / Joint bids shall not be accepted.

2.11 Offers not meeting statutory requirement are liable for rejection.

2.12 Bidder to quote for all items enlisted in the SOR (Prefilled), otherwise bid shall be rejected.

3.0 BID EVALUATION CRITERIA

3.1 The Bidder should accept all the Technical Specification and scope of work given in the tender.

3.2 Techno Commercially acceptable bids will be evaluated on overall L1 basis. i.e., lowest landed cost to MRPL.

3.3 In case of Tie between two or more bidders at L-1 Position, all the L-1 bidders shall be asked to submit discount over previous quoted rate in a sealed envelope (Priced Bid).The process shall be repeated till final L-1 position is established.

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 100 CR as per latest audited financial statements.

Yours Faithfully,

Signature :

Name & Designation :

E-mail ID :

Fax number :

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)

Annexure-3 of NIT

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidders Letter head)

I/We, the authorized signatory of M/s……, participating in the subject tender No. ……. for the item/ job of ……., do hereby declare:

(i) That I/ We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw/ modify our bid during the period of validity OR I/ We fail to execute formal contract agreement within the given timeline OR I/We fail to submit a Performance Security within the given timeline OR I/We commit any breach of Tender Conditions / Contract which attracts penal action and I/We will be suspended from being eligible for bidding/ award of all future contract(s) of Mangalore Refinery and Petrochemicals Limited for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory……...

Company Name……..

VOLUME - I: COMMERCIAL SECTION

4 - INSTRUCTION TO BIDDER(S) (ITB)

INSTRUCTION TO BIDDER(S) (ITB)

INDEX

SL. NO.	DESCRIPTION
4.1	GENERAL
4.2	COST OF BIDDING
4.3	SITE VISIT
4.4	TENDER INSTRUCTIONS
4.5	CLARIFICATION REQUESTS BY BIDDER
4.6	CORRIGENDUM/ ADDENDUM/ CLARIFICATION
4.7	CONFIDENTIALITY OF BIDDING DOCUMENT
4.8	LANGUAGE OF BID
4.9	PREPARATION AND SUBMISSION OF BIDS
4.10	TENDERS INVITED THROUGH E-PROCUREMENT SYSTEM
4.11	~~TENDERS INVITED ON MANUAL MODE~~
4.12	PRICE / SCHEDULE OF RATES (SOR) / BILL OF QUANTITIES
4.13	BID CURRENCY
4.14	EARNEST MONEY DEPOSIT (EMD)
4.15	PRE-BID MEETING
4.16	LATEBIDS
4.17	MODIFICATION AND WITHDRAWAL OF BIDS(APPLICABLE FOR E-TENDERS ONLY)
4.18	BID OPENING
4.19	BID EVALUATION AND AWARD CRITERIA
4.20	REBATE
4.21	NOTIFICATION OF AWARD
4.22	UNSOLICITED POST TENDER MODIFICATIONS
4.23	CONTACTING MRPL
4.24	CANVASSING
4.25	COLLUSIVE BIDS
4.26	MULTIPLE/ALTERNATIVE BID
4.27	CARTEL FORMATION

SL. NO.	DESCRIPTION
4.28	CORRUPT AND FRAUDULENT PRACTICES
4.29	PUBLIC UTILITY SERVICE
4.30	INTEGRITY PACT
4.31	RAISING DISPUTES / COMPLAINTS
4.32	HOLIDAY LISTING POLICY
4.33	PREFERENCE TO PUBLICSECTOR ENTERPRISES / MSE
4.34	OWNERS RIGHT TO ACCEPT OR REJECT ANY BID
4.35	CONTRACT AGREEMENT
4.36	E-PAYMENTS
4.37	TRANSPORTATION
4.38	PUTTING UP BUILDINGS ON PROJECT SITE
4.39	GENERAL GUIDELINES
4.40	DIFFRENCE IN MEANINGS /TERMS
4.41	CORRECTNESS OF DOCUMENT
4.42	BID VALIDITY
4.43	RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4.44	CONDITIONS FOR MICRO & SMALL ENTERPRISES (MSE'S)
4.45	PURCHASE PREFERENCE FOR MICRO AND SMALL ENTERPRISES
4.46	CONDITIONS FOR START UP COMPANIES
4.47	POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)
4.48	TERMS AND CONDITIONS FOR BIDDERS FROM A COUNTRY SHARING LAND BORDERS WITH INDIA

4.0 INSTRUCTION TO BIDDER(S) (ITB)

4.1 GENERAL:

4.1.1 Mangalore Refinery and Petrochemicals Limited (MRPL), a subsidiary of Oil and Natural Gas Corporation Limited, is operating a 15.25 MMTPA fuels refinery at Mangalore. The Refinery complex is integrated to Aromatic Complex and designed to produce 900,000 TPA of Paraxylene.

4.1.2 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.

4.1.3 The bidder shall download the complete set of tender document from the owner's website or www.tenderwizard.com 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".

4.1.4 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.

4.1.5 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.

4.2 COST OF BIDDING:

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

4.3 SITE VISIT:

4.3.1 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.

4.3.2 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.

4.3.3 Bidder will be allowed for visit the site if requested in advance, on the day of pre-bid meeting.

4.4 TENDER INSTRUCTIONS:

4.4.1 The Tender document comprises of following sections:-

- Notice Inviting Tender.
- Pre-Qualification Criteria/Bid Evaluation criteria.
- Instruction to Bidder.
- General Conditions of Contract.
- Bid Security Declaration in lieu of EMD
- Integrity pact, etc.
- BQC Compliance, Deviation statement, declaration, etc
- Scope of work / Special Conditions of Contract,
- Price bid format.
- Contract Workers Safety Policy.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 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.

4.4.6 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.

4.4.7 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.

4.4.8 Date format should be DD/MM/YYYY (Date/Month/Year).

4.4.9 Bidders should get clarified all the technical doubts and other points related to the tender before submitting the priced and un-priced offer.

4.4.10 LTSL/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.

4.4.11 Any false/fake/incorrect information submitted by the bidder/contractor while submitting the bid will be liable for rejection of bid, action like Cancellation of the

Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ Contractor in all ONGC/MRPL establishments.

4.4.12 Any false/fake/incorrect information surfaced out after award of job would lead to action like Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ Contractor in all ONGC /MRPL establishments.

4.4.13 If the successful bidder, backs out during finalization of tender/after award of order, action will be initiated by MRPL as deemed fit.

4.4.14 The tender terms/ conditions as per SCC (Special conditions of the contract) Supercedes all similar terms prescribed under GCC/ Other Conditions of Contract (OCC).

4.4.15 LTSL/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 many proceed with any action that is deemed fit.

4.4.16 "The item supplied / service provided shall be Environment friendly and Energy efficient".

4.5 CLARIFICATION REQUESTS BY BIDDER:

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 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 and www.tenderwizard.com. The response shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

4.5.5 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.

4.5.6 Pre-bid meeting shall be organised, if specified in NIT/LIB, as per details given in NIT/LIB

4.6 CORRIGENDUM/ ADDENDUM/ CLARIFICATION:

4.6.1 LTSL/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.

4.6.2 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).

4.6.3 Such Addendum / Corrigendum/ Clarification(s) shall be uploaded on the MRPL website (https://mrpl.co.in) / www.tenderwizard.com e-tendering portal and it will not be published in newspaper. 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. LTSL/MRPL is not responsible for non-receipt of any communication / information of addendum/corrigendum/clarification.

4.6.4 All such Addendum / Corrigendum / Clarification(s) issued shall form part of the Tender Documents.

4.6.5 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.

4.7 CONFIDENTIALITY OF BIDDING DOCUMENT:

4.7.1 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.

4.8 LANGUAGE OF BID:

4.8.1 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.

4.8.2 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.

4.9 PREPARATION AND SUBMISSION OF BIDS:

4.9.1 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.

4.9.2 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.

4.9.3 Bidder shall submit the offer in two parts:

- Part I - Techno-Commercial (un-priced) bid and
- Part II - Priced bid.

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

4.9.5 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), FORM- A (FORM OF TENDER for Price Bid) & 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 & FORM B2.

iii. Copy of Bid Security Declaration from bidder in lieu of EMD as per clause 4.14.0 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 Integrity Pact Agreement along with Affidavit, duly signed & stamped as per FORM-M1 &Affidavit as per FORM-

M2.

xv. Letter of Waiver on Letter head of Bidder as per FORM-N

xvi. Technical offer and Engineering details, if any, required as per Bidding Document.

xvii. Blank copy (without price/ Percentage BOQ) of Price bid, indicating Quoted / Not Quoted duly signed and stamped.

xviii. Complete copy Tender document Signed & Stamped on each page in token of acceptance.

xix. Any other information required in the Bidding Documents or considered relevant by the Bidder.

xx. Signed & Stamped copy of Statement of Credentials –Form R.

xxi. Declaration about Liquidation, Court receivership-FORM-S

xxii. Under Taking by Bidder

xxiii. Signed& Stamped copy of list of Minimum Manpower to be deployed by the Contractor (SCC Annexure IV).

xxiv. Declaration about any Current Litigation/ Arbitration, if any, in which bidder is involved.(Form-Q)

xxv. Cancelled cheque of bidders.

xxvi. PAN card Copy.

xxvii. Signed Copy of MRPL Contract Workers Safety Policy (Attached separately as Annexure-VIII of SCC)

xxviii. Hard copy of following authenticated documents to be submitted to the address provided:

1. Bid Security Declaration in lieu of 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, 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. In addition to this, all pages of the Tender documents issued by MRPL shall be signed on all pages and submitted/upload along with the Technical Bid / attachment in EPS system.

4.9.6 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.

4.9.7 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. LTSL/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.

4.10 TENDERS INVITED THROUGH E-PROCUREMENT SYSTEM:

4.10.1 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.

4.10.2 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.

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

4.10.4 However, documents which necessarily have to be submitted in originals like Bid Security Declaration in lieu of 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.

4.10.5 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.

4.10.6 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.

4.10.7 E-Procurement System Instructions:

4.10.7.1 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.

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

4.10.7.3 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.

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

4.10.7.5 The digital certificate shall be registered on the portal www.tenderwizard.com/MRPL and bidders shall upload the bid well in time.

4.10.7.6 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

4.10.7.7 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.

4.10.7.8 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.

4.10.7.9 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. Dilip Ranganath, contact no. 0824-2882248.Email;eps@mrpl.co.in.

4.10.7.10 Support details as mentioned below;

Support Location	Name	Contact No.	Email ID
Mangalore	Mr.Dilip Ranganath	0824-2882248	eps@mrpl.co.in
Bangalore	Mr.Jayprakash	0824-49352298	jayaprakash@antaressystems.com
	Mr.PrabhuSwamy	080-49352000	prabhuswamy@antaressystems.com

~~**4.11 TENDERS INVITED ON MANUAL MODE: (Not Applicable)**~~

~~4.11.1 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.~~

~~4.11.2 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**~~

~~4.11.3 In case offer received without super-scribing Tender Number it will be treated as unsolicited offer.~~

~~4.11.4 MRPL will not be responsible for any loss of postal delay.~~

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

4.12.1 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.

4.12.2 The SOR shall be read in conjunction with all other sections of Tender document.

4.12.3 The price quoted by the Bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise.

4.12.4 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.

4.12.5 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.

4.12.6 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.

4.12.7 The rate shall include all expenditure incurred towards mobilisation and de-mobilisation. All prices shall be quoted in Indian Rupees unless otherwise instructed.

4.12.8 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.

4.12.9 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).

4.12.10 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.

4.12.11 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.

4.12.12 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.

4.12.13 Price Bid shall not contain any conditions whatsoever. Any condition mentioned therein, Price bid shall not be considered for evaluation.

4.12.14 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.

4.12.15 Rates to be quoted in Figures & words:

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:

4.12.15.1 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.

4.12.15.2 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.

4.12.15.3 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.

4.12.15.4 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.

4.12.15.5 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.

4.12.15.6 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.

4.12.15.7 For item rate tenders were prefilled 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 prefilled price as per SOR, then the total amount shall be corrected based on the prefilled 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.

4.12.16 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.

4.12.17 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.

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

4.13 BID CURRENCY:

4.13.1 Bidders should quote firm prices in Indian rupee only unless otherwise specified elsewhere in this tender. Prices quoted in any other currency shall not be considered.

4.13.2 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.

4.13.3 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.

4.13.4 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.

4.14 EARNEST MONEY DEPOSIT (EMD):

Bid Security/Earnest Money Deposit (EMD) is not applicable for this tender. Bid Security Declaration in lieu of EMD to be provided by the bidder as per the **Annexure-3 to NIT.**

Bids received without Bid Security declaration in lieu of EMD (in original with the Technical Bid), before the bid closing date and time shall be liable for rejection.

However, Govt. Dept. / PSUs / firms registered with NSIC / MSE (Micro and Small Enterprise), vendors registered with District Industries Centre (DIC) / any other body specified by Ministry of MSME (MoMSME) / Udyog Aadhaar Memorandum issued by MoMSME, Startups are exempted from submission of Bid Security declaration. Such bidders shall submit relevant documentary proof towards exemption, along with technical bid of the tender

4.15 PRE-BID MEETING:

4.15.1 Pre-bid meeting shall be held as per time & 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.

4.15.2 Bidders to submit their queries through the e-tendering portal/e-mail vide Form H & I 02 days prior to the date of Pre-bid meeting. The queries shall be replied during the pre-bid meeting or the Owner will respond through the e-tendering portal/ email to any request for clarification received by the deadline for submission of queries.

4.15.3 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 LTSL/Owner respect thereof, as well as any further information which the LTSL/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.

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

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

4.16 LATE BIDS:

4.16.1 Any bid received by LTSL/MRPL after the deadline for submission of the bids (including any extension(s) hereof) willbe declared “Late” and shall be rejected.

4.16.2 The “Late Bid” shall be returned unopened to the bidder in due course in case of Manual Tenders.

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

4.17.1 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. Only the latest submitted Bid shall be considered and the one which is submitted prior shall be stand cancelled.

4.18 BID OPENING:

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

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

4.18.1.2 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.

4.18.1.3 The bidder or their representative with necessary authorization letter can be present during the technical bid opening in case of Manual tender.

4.18.1.4 During the opening of Un-priced Part (Part-I), only the names of agencies who have quoted and furnished Bid Security Declaration in lieu of EMD shall be made public.

4.18.1.5 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 derivation may render the bid liable for rejection

LTSL/MRPL expect the Bidder to comply with the requirements of the Bidding Document without any deviation and submit substantially responsive bid. LTSL/MRPL 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 submits 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.

4.18.2 PRICE BID OPENING:

4.18.2.1 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.

4.18.2.2 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.

4.18.2.3 In case of manual tenders, bidders may depute their authorised representative during the price bid opening with necessary authorisation letter.

4.18.2.4 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.

4.18.2.5 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 re floated.

4.18.2.6 Wherever, decision is taken to reject a bid, action as deemed fit.

4.19 BID EVALUATION AND AWARD CRITERIA:

4.19.1 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 Bid Security Declaration in lieu of EMD 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.

4.19.2 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) Bid Security Declaration in lieu of EMD
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

4.19.3 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.

4.19.4 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.

4.19.5 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".

4.19.6 Bids which do not cover the complete scope of work will be treated as incomplete and shall be rejected.

4.19.7 Bid stipulating completion period/delivery schedule beyond that specified may not be considered.

4.19.8 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.

4.19.9 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.

4.20 REBATE:

4.20.1 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.

4.21 NOTIFICATION OF AWARD:

4.21.1 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.

4.21.2 MRPL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non-acceptance of their bids. MRPL shall correspond only with the successful bidder.

4.22 UNSOLICITED POST TENDER MODIFICATIONS:

4.22.1 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 LTSL/MRPL. Similarly, no revision in quoted price shall be allowed should

the deviations stipulated by him are not accepted by LTSL/MRPL 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.

4.23 CONTACTING MRPL:

4.23.1 No bidder shall contact the LTSL/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 LTSL/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.

4.24 CANVASSING:

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

4.24.2 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.

4.24.3 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.

4.24.4 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.

4.25 COLLUSIVE BIDS:

4.25.1 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

4.26 MULTIPLE/ALTERNATIVE BID:

4.26.1 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:

4.26.1.1 All bids submitted by such bidder (say 'A') directly or indirectly, shall stand rejected.

4.26.1.2 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.

4.27 CARTEL FORMATION:

4.27.1 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.

4.28 CORRUPT AND FRAUDULENT PRACTICES:

4.28.1 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 put under holiday list/banning list.

4.28.2 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:

4.28.2.1 "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and

4.28.2.2 "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.

4.28.2.3 "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.

4.28.2.4 "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;

a) alters any writing of another without his authority

b) 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 (a) & (b) above.

4.28.3 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.

4.28.4 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.

4.28.5 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 debarring them from future business with OWNER.

4.29 PUBLIC UTILITY SERVICE:

4.29.1 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.

4.30 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.

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

4.31.1 MRPL has appointed independent external monitors (IEMs). Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitors (IEM). The name, address & contact numbers of the IEMs are as given below:

1. Shri. M.N.Krishnamurthy, IPS Email: krishnamurthymn19@gmail.com
2. Shri. S. Ravi, IRS Email: sudhaandravi@gmail.com

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

4.31.3 The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) related to the Tender or with the concerned Director of MRPL or directly with the IEMs c/o CVO, MRPL, Kuthethoor via Katipalla, Mangalore 575030.

4.31.4 Notes:

4.31.4.1 IEMs would not consider any representation received on the basis of oral submission made by the representing bidder unless additional documents or clarifications have specifically been sought by IEMs from such representing bidders.

4.31.4.2 IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP.

4.32 HOLIDAY LISTING POLICY:

4.32.1 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.

4.32.2 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.

4.32.3 DECLARATION:

Any party or its associated company if had been in the holiday list / black-listed/ banned by any Central/ State Government agencies or any Central / State PSU company or any Regulatory Institution/Authority and such name appears in the list of the above mentioned central / state Government agencies or central / state PSUs or any Regulatory Institution/Authority 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.

4.33 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

4.34 OWNER'S RIGHT TO ACCEPT OR REJECT ANY BID

4.34.1 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.

4.34.2 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.

4.35 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.

4.36 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.

4.37 TRANSPORTATION:

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

4.38 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

4.39 GENERAL GUIDELINES (As applicable)

4.39.1 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.

4.39.2 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.

4.39.3 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.

4.39.4 Company will not be responsible for loss or late /non-receipt of tender documents.

4.39.5 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.

4.39.6 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.

4.39.7 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.

4.39.8 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.

4.39.9 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.

4.39.10 All tenderers are required to give details in the Performa attached (Appendix-V, VI & VII) and attach to Technical bid.

4.40 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 more stricter terms favouring MRPL will apply. The bidder shall also seek clarifications on such issues from MRPL before submission of the quotes.

4.41 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.

4.42 BID VALIDITY:

4.42.1 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).

4.42.2 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.

4.43 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

4.43.1 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 (Not applicable)

4.44 CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

4.44.1 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.

4.44.2 The MSEs registered with above mentioned agencies /bodies are exempted from Bid Security Declaration in lieu of EMD.

4.44.3 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.

4.44.4 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.

4.44.5 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.

4.44.6 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.

4.45 Purchase Preference for Micro and Small Enterprises: Deleted – Not applicable

4.46 CONDITIONS FOR START-UP COMPANIES----- Deleted -Not applicable

4.47 POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) ----- Refer SCC

4.48 TERMS AND CONDITIONS FOR BIDDERS FROM A COUNTRY SHARING LAND BORDERS WITH INDIA-----Refer SCC

VOLUME – I: COMMERCIAL SECTION

5 - PROPOSAL FORMS

PROPOSAL FORMS

INDEX

S. NO	DESCRIPTION
1.	FORM OF BID - (FORM A)
2.	INFORMATION ABOUT TENDERER – (FORM –A1)
3.	PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (FORM-A2)
4.	FORMAT FOR SPECIFIC WORK MEETING THE EXPERIENCE CRITERIA (FORM B1 & B2)
5.	COMPLIANCE TO BID REQUIREMENT (FORM-C)
6.	EXCEPTIONS AND DEVIATIONS (FORM-D)
7.	CHECK LIST FOR SUBMISSION OF BID (FORM-E)
8.	COMMERCIAL QUESTIONNAIRE (FORM –F)
9.	DETAILS OF P.F. REGISTRATION (FORM-G)
10.	BIDDER'S QUERIES (TECHNICAL) (FORM H)
11.	BIDDER'S QUERIES (COMMERCIAL) (FORM-I)
12.	DECLARATION BY THE BIDDER (FORM-J)
13.	UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR (FORM-K)
14.	FORMAT FOR BANK DETAILS OF BIDDERS (FORM-L)
15.	FORMAT FOR INTEGRITY PACT &AFFIDAVIT (FORM-M1 & M2)
16.	FORMAT OF LETTER OF WAIVER (FORM –N)
17.	PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING (FORM P&P1)
18.	DECLARATION FOR ARBITRATION/LITIGATION (FORM- Q)
19.	STATEMENT OF CREDENTIALS (FORM-R)
20.	DECLARATION FOR LIQUIDATION/COURT RECEIVERSHIP (FORM –S)
21.	UNDER TAKING BY BIDDER

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 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:

1) Schedule or Rates in the prescribed form.

2) 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.

3) (iii) Original Income-tax clearance certificate OR copy of Income-Tax Clearance certificate duly attested by Gazetted Officer/Notary Public.

4) Information regarding tenderer in the form annexed to the Form of Tender.

5) Information regarding experience of the tenderer in the performance of work of a comparable nature in the form annexed to the Form of Tender.

6) Information regarding construction organization and equipment in the form annexed to the Form of Tender.

7) Solvency Certificate from a Nationalized/Scheduled bank.

8) Set of Tender Documents, as issued duly signed.

9) 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 submission of Bid Security Declaration in lieu of EMD.

(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:

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 reference to me/us and without prejudice to any of its rights or remedies, to terminate the contract and/or to put under holiday list/banning list 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:

1) Schedule of Rates in the prescribed form:
2) 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;
3) Original Income-tax Clearance certificate OR copy of Income-tax Clearance Certificate duly attested by a Gazetted Officer;
4) Original Sales Tax Clearance Certificate OR copy of Sales-tax Clearance Certificate duly attested by a Gazetted Officer;
5) Information regarding tenderer in the form annexed to the Form of Tender;

6) Information regarding experience of work of a comparable nature in the form annexed to Form of Tender:

7) Information regarding construction organization and equipment in for form annexed to the Form of Tender;

8) Solvency Certificate from a Nationalized/Scheduled Bank:

9) Set of Tender Documents, as issued duly signed;

10) 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 submission of Bid Security Declaration in lieu of EMD.

Yours faithfully,

Signature(s) of the Tenderer (s)

Witness (Signature):

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

Name in block letters:

Address:
Occupation:

Full name and address of the tenderer(s).

FORM –A1

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:

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 bankfor 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 SFMSwill not be accepted under any circumstances

---

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 interalia 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 DOTH 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 of …….200…….. 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 Ownergainst 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 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.

Details of similar works executed by bidder (Complying the requirement of BQC)

S. NO.	DESCRIPTION	DETAILS
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._____
	Milestone Dates	•Date of award: _____ •Starting date: _____ •Scheduled Completion Date: _____ •Actual Completion Date: _____ •Reasons for delay, if any: _____
6.	Supporting Documents for Experience Criteria	• Whether copy of Work Order/Contract Agreement enclosed YES NO

S. NO.	DESCRIPTION	DETAILS
		Ref.no. _____ Dated_____ • Whether Completion Certificate enclosed YES NO Ref. No.: _____ Dated_____ Date of Completion_____
	Supporting Document for Financial Criteria	• Whether Complete Annual Audited Financial Report Including P& L account is enclosed. YES NO If Yes, submitted for financial years 1. _____ 2. _____ 3. _____
	Whether Worked as Contractor directly with Client or Sub-contractor of Contractor	Executed the work as • Main Contractor ☐ Sub-contractor ☐
	In case of Subcontractor, the relevant certificates/documents submitted as per NIT	• Submitted ☐ • Not Submitted ☐ If submitted then reference number.....
7.	CONFIRMATIONS	BIDDER'S CONFIRMATION

S. NO.	DESCRIPTION	DETAILS
7.1	Confirm that the above work has been completed within the qualifying period as mentioned in NIT	Confirmed
7.2	Confirm that the above work is not an In-housework experience.	Confirmed
7.3	Confirm that the information/documentation furnished in this proforma are correct and in case of any original document is required by Owner/MRPL the same shall be submitted for Verification.	Confirmed
7.4	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
7.5	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 √ the applicable) YES ☐ NO ☐ YES ☐ NO ☐
7.6	Confirm that all documents furnished by the bidder in support of meeting the experience & financial criteria of BQC have been duly 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.	Confirmed

Note: Bidder to use separate format for different works.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

ANNEXURE TO FORM-B1

DELETED

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

1	FINANCIAL YEAR/ YEAR ENDING	ANNUAL TURNOVER (RS.)
	Year 1 (20 - 20)	
	Year 2 (20 - 20)	
	Year 3 (20 - 20)	
NET WORTH OF IMMEDIATE PRECEDING YEAR AS PER AUDITED FINANCIAL RESULT		
WORKING CAPITAL OF IMMEDIATE PRECEDING YEAR ASPER AUDITED FINANCIAL RESULT		

NOTES:

1) Net worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off.# Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

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

   Accordingly, the definition of 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

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

   Net worth XXXX

   (Details of calculation used to calculate Net worth to be given)

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

   (Details of calculation used to calculate Working capital to be given)

(Certification by Charted accountant) **(Sign & Stamp of Bidder)**

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 :

FORM–D

(Sheet 1of 2)

EXCEPTIONS AND DEVIATIONS				
(FOR TECHNICAL PART)				
SL.NO	REFERENCEOFBID		SUBJECT	DEVIATIONS
	DOCUMENT			
	PAGENO.	CLAUSENO.		

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

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANYSEAL

FORM–D

(Sheet 2 of 2)

EXCEPTIONS AND DEVIATIONS				
(FOR TECHNICAL PART)				
SL.NO	REFERENCEOFBID DOCUMENT		SUBJECT	DEVIATIONS
	PAGENO.	CLAUSENO.		

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

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANYSEAL

FORM-E

CHECKLIST FOR SUBMISSION OF BID

Bidder is requested of ill 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) Bid Security Declaration in lieu of EMD (Annexure-3 to NIT)

Submitted ☐

(5) EMD details (Not applicable)

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 Bid Security Declaration in lieu 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

(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.
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 PF 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 ☐

(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 : _____

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 Bid Security Declaration in lieu of 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 4.9.5 of I.T.B .	
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.	***Not applicable being pre-priced tender.***
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.	
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.	
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.	

SL. NO.	MRPL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
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.	
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.	

SL. NO.	MRPL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
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.	☐ ☐

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM– G

DETAILS OF P.F. REGISTRATION

Bidder to furnish details of Provident Fund Registration:

PF Registration No. :

District State :

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

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANYSEAL :

FORM – H

BIDDER'S QUERIES (TECHNICAL)

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

NOTE: Bidder's Queries may be sent by e-mail to: rakesh.rathore@lntsnl.com

*Submit the queries before 02 days from pre-bid meeting date

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: rakesh.rathore@lntsnl.com

*Submit the queries before 02 days from pre-bid meeting date

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.

FORM–K

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

Name of Work:

Bidding Doc. No.:

1/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 rexclude 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 of1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.

e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place: Signature of Bidder:

Date: Name of Signatory

FORM–L

VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS

MRPL VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS

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)	☐ Registered ☐ Not Registered ☐ Compounding ☐ SEZ
(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-
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)	Udyog Aadhaar 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

FORM-M1

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. ……dated…… The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and International experience, the Principal will appoint an external independent Monitor 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

a) 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 him/herself or third person, any material or immaterial benefit which he/she 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.

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

Section 2 – Commitments of the Bidder/Contractor

a) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

----------	**----------**
For "The Principal"	**For "The Bidder/Contractor"**

1) The Bidder/Contractor 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/Contractor 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 cartellization in the bidding process.
3) The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor 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 Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

---	---
For "The Principal"	**For "The Bidder/Contractor"**

d) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

a) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
b) 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 equivalent to Security Deposit / Performance Bank Guarantee.
c) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

a) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
b) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors & Subcontractors.
c) 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 Vigilance Office.

--- ---

For "The Principal" **For "The Bidder/Contractor"**

Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

a) The Principals appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this agreement.
b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
c) The Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
d) 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.
e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding 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. However the Independant External Monitor shall give an opportunity to the bidder / contractor to present their case before making its recommendation to the Principal.
f) The Monitor will submit a written report to the Chairperson of the Board of the Principal 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.
g) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
h) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
i) The word “Monitor” would include both singular and plural.

Section 9 – Pact Duration

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

---------- **----------**

For "The Principal" **For "The Bidder/Contractor"**

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

Section 10 – Other Provisions

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

---------- **----------**

For "The Principal" **For "The Bidder/Contractor"**

(Name & Signature with Seal)

Place: Mangalore **Witness**

1:……

Date:…… **Witness**

2:……

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 _____

3. **I depose accordingly,**

DEPONENT

VERIFICATION

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

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

DEPONENT

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

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 thetender 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**

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:

FORM– P1

We hereby declare that we have not been blacklisted by any Government Department/ Public Sector 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

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

FORM-R

STATEMENT OF CREDENTIALS

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

Sl 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.	
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	**Primary Contact Details of the Bidder**	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	
	Email IDs	

2	**Alternate Contact Details of the Bidder**	
	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)

FORM-S

DECLARATION FOR LIQUIDATION/COURT RECIEVERSHIP

(ON LETTERHEAD OF BIDDER)

We confirm that we are not under Liquidation, Court Receivershipor 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
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.

VOLUME - I: COMMERCIAL SECTION

6 - 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
6	Section – 6 : Measurements & Payments
7	Section – 7 : Termination
8	Section – 8 : Miscellaneous
9	Section – 9 Arbitration & Conciliation
10	Section – 10 : Safety Code
11	Appendix – I to General Conditions of Contract :
	Contractors' Labour Regulations
12	Appendix – II to General Conditions of Contract :
	Model Rules for Labour Welfare
13	Instructions to Tenderers
14	Performa of Declaration of Blacklisting/Holiday Listing
15	Equipment Questionnaire
16	Experience Questionnaire
17	Form of Tender (For Price Bid)
18	Form of Tender (For Commercial Bid)
19	Information about Tenderer
20	Form of Contract
21	Form of Bank Guarantee for Security Deposit/Performance Bond
22	Form of Bank Guarantee for EMD
23	Form of Bank Guarantee for Advance payment

SECTION – I DEFINITIONS

1.0.0.0 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.

1.6.0.0 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.

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 stream, 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.

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 progress/completion/testing/commissioning/handing over, as may be prescribed by the OWNER/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 anywise 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 anywise 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
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 3% (three 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 3% (three 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 3% (three 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 3% (three 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 3% (three 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 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 fulfilment 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:

a) The Composite Bank Guarantee will be for a value equivalent to the advance plus 3% (three percent) of the Total Contract Value and shall be kept valid unto 3 (three) months beyond the expiry of the Defect Liability Period;

b) 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.

c) 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 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 CONTRTACTOR by the OWNER and the CONTRACTOR shall thereafter perform and/or continue to perform the related work(s) according to the amended/modified/altered 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 anywise 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 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 CONTRATOR, 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 CONTRATOR 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:

I) 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;

ii. 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 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 ONWER. 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

3.0.0.0 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 anywise 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 EQUPMENT 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.

(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, PORIVIDED 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 from (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 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 anywise 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 anywise 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 tothe CONTRACTOR and / or from any Security or any other deposits of the CONTRATOR 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.

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 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 CONTRCTOR 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, 3.6.5.1and 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 fromand 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 setout 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 premises like Plants and Offices etc. the contractor shall submit the following documents to MRPL prior to start of work:

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 OWNER/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 OWNER/ 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 OWNER/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 CONTRTACTOR 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 OWNER/ 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 OWNER/Engineer-in-Charge a Progress Schedule as envisaged above or if the OWNER/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:-

a) The notice under Clause 4.3.5.0 with a copy each of the notice sent to the Engineer-in-Charge and Site Engineer.

b) The activity for the Progress schedule affected.

c) The bottleneck(s) or obstruction(s) perceived/experienced, and the reason(s) therefor,

d) Extension required/ necessitated on account of (c) above.

e) Extension required/necessitated on account of reasons attributable to the OWNER,

f) Extension required/necessitated on account of force majeure reasons, and

g) The total extension of time (if any) required/necessitated for completion, taking the above into account and after eliminating all overlaps.

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 a 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 anywise 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 (Six) 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 (Six) 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 (Six) 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 (Six) 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 no event 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 anywise 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 CONTRCTOR.

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 OWNER/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 OWNER/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 OWNER/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 OWNER/Engineer-in-charge in this behalf remove or cause to be removed such person(s), as may be named by the OWNER/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 OWNER/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 CONTRCTOR 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

5.0.0.0 QUALITY ASSURANCE

5.0.1.0 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.

5.0.2.0 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 OWNER/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 OWNER/Engineer-in-charge/ third party inspection agency(ies) appointed by the OWNER. The CONTRACTOR shall provide the OWNER/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 OWNER/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 OWNER/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 OWNER/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 aforegoing 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 aforegoing 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 theOWNER 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(ifany) 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 fall 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 far 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 theEngineer-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 fornon-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. Material Test certificate of all the bought out items as applicable shall have to be produced/ handed over to the OWNER.
iv. Certificates of final levels as set for various works, signed by the Site Engineer;
v. 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).
vi. Certificate of Site Engineer of satisfactory fulfillment of the provisions of Clause 5.5.1.0 hereof;
vii. 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;
viii. Materials-at-site accounting for OWNER supplied materials, signed by the Site Engineer;
ix. Discharge Certificate in respect of OWNER supplied equipment and machinery, signed by the Site Engineer, and
x. 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 CONTRCATOR'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 CONTRATOR/

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, andthe 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 byCourt 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 anywise 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, 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 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 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 CONTRCTOR 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 anywise 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 OWNER/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 anywise 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 CONTRATOR 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 anywise 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 CONTRATOR 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 hereofand 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 CONTRATOR 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;

(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 CONTRATOR (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 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 aforegoing 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 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 anywise 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 ONWER, 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 anywise 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 anywise 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

anywise 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 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 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 COTNRACTOR/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.

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.

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:

Sl. No	Fees/Facility	Entitlement	To be paid by
1	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
2.	Fee for attending meeting/s to authenticate the settlement	Rs 10,000/-	Contractor

Sl. No	Fees/Facility	Entitlement	To be paid by
	agreement.		
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.

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):
UptoRs. 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.

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 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 MRPL ……..And…….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)	Relevant Contract Clause

6. 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

10.0.0.0 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 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 form 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 ¼" for each additional foot of length. Uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger form 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 form 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.

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.

   (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.

(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 been 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.

(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:

(a) Full particulars of the labourers who met with accident.

(b) Rate of wages.

(c) Sex

(d) Age

(e) Nature of accident and cause of accident

(f) Time and date of accident

(g) Date and time when admitted in hospital

(h) Date of discharge from the hospital

(i) Period of treatment and result of treatment

(j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

(k) Claim required to be paid under Workmen's Compensation Act.

(l) Date of payment of compensation

(m) Amount paid with details of the person to whom the same was paid.

(n) Authority by whom the compensation was assessed.

(o) 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 workers 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:

(i) 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.

(ii) 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.

(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 from, 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-2: 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 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 gobri on both sides. The floor may be katcha, but plastered with mud gobri 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 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 lease 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 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 by way of adjustment to keep the Tender offer open : Rs. _____

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.

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 superscripted "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.

(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 initialled 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 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 OWNER/consultant intimating about their being pre qualified.

4.22. In case no pre-qualification of bidder/tenderers had been undertaken by the OWNER/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.

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 ororganization 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.

10.0 Information

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 aforegoing, 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 OWNER/consultant to a tenderer shall not be entertained. The OWNER/consultant shall be fully absolved of any and all liabilities in this regard.

10.4 In case the OWNER/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 OWNER/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 OWNER/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 OWNER/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 OWNER/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:

a) scope, quality or performance of the work;

b) OWNER's rights or the tenderer's obligations under the contract as per the tender documentation;

c) Such deviations the correction of which would affect the competitive position of the other tenderers, who have submitted substantially responsive bids;

d) 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.

10.9 In case any bidder/tenderer considers it inevitable on 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,

Mangalore

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:

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.

LIST OF EQUIPMENT/MACHINERY OWNED BY THE TENDERER

Sl. No	Name of equipment / Machinery	Type	Number	Make	Capacity of equipment	Year of Manufacture	Quantity	Location	Owner	Supporting document enclosed (Y/N)
1										
2										
3										
4										
5										
6										

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

Signature of Tenderer
Name and Address of
The Tenderer

FORM OF TENDER (For Price Bid

(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 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 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 of ……200.

Witness (Signature) Yours faithfully,

Name in block letters

Address Signature(s) of the Tenderer (s)

Occupation:

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

Full name and address of the tenderer(s).

FORM OF TENDER (For Commercial Bid)

(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

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:
Signature
Name:
Occupation

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.

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 of ……20…..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 :

(a) This form of contract duly executed.
(b) Original tender documents as defined in the instructions to the Bidders.
(c) Acceptance Award of Tender
(d) 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 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 at Mangalore, 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.

ARTICLE-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 – ASSIGNABILILTY

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.

IN WITNESS WHEREOF the parties hereto have duly executed this contract in

duplicate the place, day and year first above written/*IN WITNESS WHEROF the Owner has executed this contract in duplicate at the place, day and year first above written while the Contractor has executed these presents the day and year hereunder written against the Contractor's execution.

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 200)

in the presence of

1.

2.

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 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 notbe 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,

1. 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 …….. (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.

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 herbeby that Shri …… (designation) ……. Who is authorized this Guarantee / Undertaking on behalf of the bank and to bind the bank thereby Dated this ……. Day of ……200….

WITNESS:

_____	_____
(SIGNATURE)	(SIGNATURE)
_____	_____
(NAME)	(NAME)
_____	_____
(OFFICIALADDRESS)	(Designation with Bank Stamp)

_____ Attorney as per power of

Attorney No……

Dated:……..

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.

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 notbe 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 interalia 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 DOTH 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 of …….200…….. 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 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 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.

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:_____

GUARANTEE AGAINST ADVANCE PAYMENT

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 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 notbe 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

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 of 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

****

VOLUME – I: COMMERCIAL SECTION

7 - SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

SPECIAL CONDITIONS OF CONTRACT -PART 1	
1.0	INTRODUCTION
2.0	LIABILITY CLAUSE
3.0	LABOUR LICENSE/ LABOUR LAWS AND REGULATIONS
4.0	MANPOWER EMPLOYED BY TENDERER
5.0	LABOUR RELATIONS
6.0	PAYMENT TO CONTRACT WORKMEN
7.0	VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER
8.0	COMBINED REGISTER UNDER VARIOUS LABOUR LAWS RULES, 2017
9.0	PROVIDENT FUND
10.0	OBSERVATION OF FORMALITIES RELATING TO PF, ESI, REGISTRATIONS
11.0	DETAILS OF MINIMUM PAYMENT TO WORKFORCE EMPLOYED BY CONTRACTOR
12.0	EMPLOYMENT OF LOCAL LABOUR
13.0	INSURANCE
14.0	PRICE, TAXES AND DUTIES
15.0	INTEGRITY PACT
16.0	SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPARTMENT/ PUBLIC SECTOR UNDERTAKINGS
17.0	ERRANT BIDDER
18.0	CORRUPT AND FRAUDULENT PRACTICES
19.0	INDEMNITY BOND
20.0	BROAD GUIDELINES FOR EFFECTIVE IMPLEMENTATION OF CONTRACT MANAGEMENT SYSTEM AND MEETING OF STATUTORY REQUIREMENTS IN ENGAGEMENT OF SECONDARY WORKFORCE
21.0	GENERAL GUIDELINES TO SUPPLIERS (AS APPLICABLE) FOR ENVIRONMENT AND ENERGY COMPATIBILITY
22.0	GENERAL GUIDELINES TO SERVICE PROVIDERS (AS APPLICABLE) FOR ENVIRONMENT AND ENERGY COMPATIBILITY
23.A	PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT (PP-LC 2017) AND ANNEXURE-I: Modified PPLC Policy
23.B	TERMS AND CONDITIONS FOR BIDDERS FROM A COUNTRY SHARING LAND

	BORDERS WITH INDIA
24.0	POLICY FOR PROVIDING PREFERENCE TO INDIAN MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)-Not applicable
25.0	CONTRACT PERFORMANCE BANK GUARANTEE
SPECIAL CONDITIONS OF CONTRACT -PART 2	
26.0	LOCATION AND ACCESS OF SITE
27.0	WATER , POWER AND OTHER FACILITIES
28.0	LAND FOR SITE OFFICE AND RESIDENTIAL ACCOMMODATION
29.0	TEMPORARY WORKS
30.0	TIME SCHEDULE
31.0	SCOPE OF WORK
32.0	SPECIAL NOTES
33.0	MISCELLANEOUS
34.0	SITE CLEANING
35.0	MEASUREMENT OF WORKS
36.0	TERMS OF PAYMENTS
37.0	ROUNDING OFF
38.0	BUILDING AND OTHER CONSTRUCTION WORKER'S ACT
39.0	CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK
40.0	FUEL REQUIREMENT OF WORKERS
41.0	TRANSPORTATION
42.0	PUTTING UP OF BUILDINGS ON PROJECT SITE (If applicable)
43.0	ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS
44.0	HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT
45.0	SAFETY NORMS
46.0	ADDITIONAL CLAUSES FOR CONTRACTOR:
47.0	STATUTORY APPROVALS
48.0	RENTS & ROYALTIES
49.0	RESPONSIBILITY OF CONTRACTOR
50.0	SITE ORGANISATION
51.0	SURPLUS MATERIALS

52.0 QUALITY MANAGEMENT SYSTEM
53.0 SETTING OUT OF WORK
54.0 UNDERGROUND AND OVERHEAD STRUCTURES
55.0 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE
56.0 COORDINATION WITH OTHER AGENCIES
57.0 CONSTRUCTION
58.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION
59.0 MECHANISATION OF CONSTRUCTION ACTIVITIES AND MOBILISATION OF CONSTRUCTION EQUIPMENT
60.0 MOBILISATION OF CONSTRUCTION EQUIPMENTS
61.0 SINGLE POINT RESPONSIBILITY
62.0 LEADS
63.0 TESTS AND INSPECTION OF WORKS
64.0 FINAL INSPECTION
65.0 COMPLETION DOCUMENTS
66.0 ADDITIONAL WORKS/ EXTRA WORKS
67.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM
68.0 CHANGE OF QUANTITIES
69.0 SUSPENSION
70.0 PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION
71.0 DEFECT LIABILITY PERIOD
72.0 ABNORMALLY HIGH RATES ITEMS (AHR ITEMS)
73.0 MAKE OF EQUIPMENTS/COMPONENTS
74.0 CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES
75.0 SUB-CONTRACTING
76.0 PROJECT SPECIFIC ACCOUNT
77.0 PENALTY CLAUSES
78.0 SPECIFICATIONS FOR DOCUMENTATION REQUIREMENTS FROM CONTRACTORS- AS PER TECHNICAL SPECIFICATION PART-II
79.0 DEFINITIONS
80.0 MOBILIZATION ADVANCE
81.0 WATER PROOFING GUARANTY

7.0 SPECIAL CONDITIONS OF CONTRACT – PART 1

7.1 INTRODUCTION

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.1.4 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.

7.1.5 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.

7.1.6 The Engineer-in-charge for this project will be RCM from L&T-S&L for site activities.

7.1.7 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) Job/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.
xii) Indian Standards.
xiii) Other applicable Standards.

7.1.8 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.

7.2 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.

7.3 LABOUR LICENSE/ LABOUR LAWS AND REGULATIONS

7.3.1 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.

7.3.2 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 the Rules/Scheme thereunder shall be applicable to the Contractor/ sub-contractor if any and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority, to the Engineer-in-Charge before commencing the work.
viii. The Contractor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 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.

7.4 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.

7.5 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.

7.6 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.

7.7 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER:

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

a. Undertaking from the contractor that they have scrutinized the previous work history of the person(s) proposed to be deployed by them and character and antecedents of person(s) proposed to be deployed by them is / are impeccable.
b. Along with the above mentioned undertakings, the contractor will provide certified photocopies of police verification certificate for inspection by the authorised representatives of MRPL. The contractor has to obtain Police Verification Report from the area where the person(s) to be deployed has / have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has / have stayed earlier.
c. The contractor shall ensure at the time of submitting their final bills to the EIC, that it is accompanied by a NOC from Security Dept., MRPL, for having surrendered all Photo passes and Bio-Metric cards issued by MRPL. If any Pass and Bio-Metric Cards are not surrendered even after the completion of job / contract, the contractors are liable to pay a fine of Rs.200/- for every un-surrendered pass and Rs. 100/- for every Bio-Metric card (These fine amounts are subject to revision by Security Dept., MRPL, from time to time..
d. As per the Security Guidelines issued by Ministry of Home Affairs (MFA), Government of India, verification of Character & Antecedents (Police Verification) in respect of all personnel working in Refineries in mandatory. The Contractor shall submit police Verification Report of the workmen employed under them. Submission of Police verification Report to MRPL in compulsory for issue of fresh passes to work in Plant Process Areas and other sensitive jobs in Non-Plant areas of MRPL.

7.8 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.

7.9 PROVIDENT FUND

7.9.1 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).

7.9.2 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.

7.10 OBSERVATION OF FORMALITIES RELATING TO PF, ESI, REGISTRATIONS:

7.10.1 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.

7.10.2 PF / ESI Code: The Tenderer shall indicate his / their PF Code / ESI Number in their tender.

7.10.3 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.

7.11 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:

a. Shift allowance (if applicable) – Shift allowance @ Rs 25 /- per shift to be provided to Secondary work force coming in rotational shift (i.e., morning, evening and night shifts) working in plant area.

b. PF/ESI remittance to be ensured on MRPL Special Allowance.

c. Rates of MRPL special allowance shall be Rs 34, Rs 50, Rs 70 & Rs 90 for Unskilled, Semi-Skilled, Skilled & Highly Skilled Category respectively.

d. Gratuity to be paid as per the statutory norms based on the government directives.

e. Number of closed Holidays shall be 10 days per year.

f. Extended working hours shall be compensated suitably as per statutory provisions.

g. Group term life Insurance cover to be taken having a risk coverage 24 X 7 death coverage (Natural /Accidental death) with a sum assured of Rs.10,00,000/-(Rs. Ten lacs only).

h. Statutory provisions if in contradiction will prevail over any Special conditions of

the Contract.

i. Transportation facility in respect of Secondary Workforce for commuting to entry gates of MRPL shall be in the scope of the contractor. However, for internal transport from entry gate to place of work; existing circular vehicles to be utilised.

j. For ensuring compliance to the above, suitable number of welfare officers to be placed by contractors with respect to all statutory provisions.

k. Uniform/ Boiler suit-2 sets per year, Helmet, Shoes, Raincoat to be provided to the workforce and proof to be submitted.

7.12 EMPLOYMENT OF LOCAL LABOUR

7.12.1 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.

7.12.2 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.

7.13 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.
- • 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).

7.14 PRICE, TAXES AND DUTIES

7.14.1 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.

7.14.2 The quoted price shall be deemed to be inclusive of all taxes / duties / cess / levies / fees etc including GST as applicable 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.

7.14.3 The CONTRACTOR shall be liable for and shall pay any and all fees, cesses, taxes, duties, levies etc. assessable against CONTRACTOR in respect of or pursuance to the Contract.

7.14.4 In addition, the CONTRACTOR shall be responsible for payment of all duties, levies, and taxes assessable against the CONTRACTOR or CONTRACTOR’s employees or their Sub Contractors whether corporate or personal or applicable in respect of

property.

7.14.5 Any errors of interpretation of applicability of all taxes / duties / cess / levies / fees etc. by the CONTRACTOR shall be to CONTRACTOR's account.

7.14.6 Goods and Services Tax (GST)

GST is implemented by Government of India w.e.f 01.07.2017. "GST" shall mean Goods and Services Tax charged on the supply of Goods and Services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") / Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess.

7.14.7 Invoicing under Goods and Services Tax (GST) Rules:

i. 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.

ii. 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).

iii. 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 ofGST by the CONTRACTOR, Owner shall withhold the payment of GST.

iv. 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.

v. 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.

vi. 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.

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

7.14.8 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.

(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.

7.14.9 NEW TAXES & DUTIES

All new taxes / duties / cess / levies / fees notified after the date of unpriced bid opening / submission of any subsequent price implication / revised prices, but within Time for Completion / extended Time for Completion (by Owner due to reason attributable to OWNER), shall be to Owner's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to contractor, any new taxes / duties / cess / levies / fees imposed after Time for contractual Completion, shall be to contractor's account.

7.14.10 STATUTORY VARIATIONS

No variation on account of taxes / duties / cess / levies / fees, statutory or otherwise, shall be payable by OWNER to CONTRACTOR except for the variation in GST.

Any Increase in GST after the contractual completion period (including extended Completion period shall be to CONTRACTOR's account, however, any decrease shall be passed on.

7.14.11 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.

7.14.12 FIRM PRICES

The quoted price shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason what so ever.

7.15 INTEGRITY PACT

Pro-forma of Integrity Pact (IP) as per FORM – M1 along affidavit wrt to integrity pact as per FORM-M2 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 along affidavit duly signed shall result in the bid not being considered for further evaluation.

7.16 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.

7.17 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 put under holiday list/banning list to the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

7.18 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 put under holiday list/banning list.

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 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.

7.19 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.

7.20 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/RCM -LTSL :

I) Where labour engaged by the Contractors is less than 19 :

1. Copy of the valid Work Order/ LOA Copy.
2. Work Commencement letter by the Contractor in Form 6A/ Notice of commencement.
3. Register of Workmen in Form No. XIII.
4. Copy of PF Code allotted by the Competent authority.
5. Copy of ESI code allotted by the competent authority.
6. Workmen's compensation policy.
7. Age proof, Aadhar card number and Bank account details of the worker.

II) Where labour engaged by the Contractors is more than 19 :

1. Copy of the valid Work Order.
2. Work Commencement letter by the Contractor Form 6A/ Notice of commencement.
3. Register of Workmen in Form No. XIII.
4. Copy of PF Code allotted by the Competent authority.
5. Copy of ESI code allotted by the Competent authority.
6. Request letter from the Contractor for issuance of Form No. V for apply labour license through EIC.
7. Submission of Form No. IV for proof of applying labour license attested by the ALC.
8. Interstate migrant license copy if labour engaged more than five from other states.
9. Workmen's compensation policy.
10. Age proof, Aadhar card number and Bank account details of the worker.

III) Documents required on monthly basis duly certified by Engineer in Charge/ RCM-LTSL:

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/RCM-LTSL to HR Department.
2. On submission of compliance report/ recommendations from EIC/RCM-LTSL, HR will give clearance to Finance for release of payment.
3. Any deviation from the above procedure and non-production of required documents will result in delay in issuance of gate pass and payment of monthly bill, final bill and release of retention money/ Security Deposit/ Bank Guarantee.
4. Contractor should also give an indemnity bond to MRPL absolving MRPL of all statutory, non-statutory clearance by their employees, sub-contractors and suppliers.

7.21 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.

7.22 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.

h) Material brought for usage and disposedat 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.

7.23

7.23-A 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

1. Above policy is not applicable for Domestically Manufactured Electronic Products (DMEP) and MSME as there being specific policies for products/services
2. 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 split table 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 split table and therefore the eligible LC bidder shall be awarded 100% of the contract. However, in cases where the contract are split table 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

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 charted 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 ll, 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

I) 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 = Total cost (IV.c)–Total imported component cost (IV.b) X 100 / Total Cost (IV.c)

% LC Goods = Total domestic component cost (IV.a) X 100 / Total Cost (IV.c)

Enclosure-III

CALCULATION OF LOCAL CONTENT – SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE							
			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 II. Personnel & Consultant cost III. Other services cost IV. Total cost (I to IV)	 Rs/US$ Rs/US$ Rs/US$ Rs US$					
B	Taxes and Duties	Rs/ US$					
C	Total quoted price	Rs/ US$					

Note:

% LC Service = Total cost (A. IV. d)–Total imported component cost (A. IV. c) X 100
Total Cost (A. IV. d)

% LC Service = Total domestic component cost (A. IV. b) X 100
Total Cost (A. IV. d)

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	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 =

$$\frac{\{\text{Total domestic component cost of goods (AI3b) + Total domestic component cost of service (AII5b)}\}}{\text{Total Cost (AIIId)}} \times 100$$

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%
1. Laptop personal computers	40%	50%
2. Tablet personal computers	45%	50%
3. Dot-matrix printers	55%	50%
4. Smart cards-contact type	65%	50%
5. Smart cards-contactless type	70%	50%
6. LED products	65%	50%
7. Biometric Access control/authentication	45%	50%
8. Biometric fingerprint sensors	45%	50%
9. Biometric Iris Sensors	45%	50%
10. 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

a) 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

b) Ex-factory price of product minus profit after tax minus sum of imported bill of material used (directly or indireclty) 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

c) 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

a) 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)

b) Ex-factory price of product minus profit after tax, minus warranty costs

c) 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,

% Domestic Value addition = Domestic Bill of Material/Total Bill of Material

Under "notification for electronics products under public procurement order 2017" **Public procurement (Preference to Make in India)-order 2017-Notfication 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.

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.

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:

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-I : Modified PPLC Policy

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 (Mil) 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 Ind ia, 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 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 or equal to 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 fin ishing 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 that 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 L 1, if such bidders are available. The remaining will be awarded to L 1.

5.1.3.1 However, if L 1 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 L 1, 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 L 1 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:

a) in the case of direct component (material), based on country of origin;
b) 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:

a) cost of component (material) which is used;
b) manpower and consultant cost; cost of working equipment's facility; and
c) 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 along with 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 procuring company, 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 1 0% 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 L 1. If L 1 is 'Class I local supplier', the contract for full quantity will be awarded to L 1.

II. If L 1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L 1 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 L 1 price. In case such lowest eligible 'Class I local supplier' fails to match the L 1 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 L 1 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 L 1 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 L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.

II. If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-1 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 L 1 price.

III. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 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 L 1 price, the contract may be awarded to the L 1 bidder.

7.23-B TERMS AND CONDITIONS FOR BIDDERS FROM A COUNTRY SHARING LAND BORDERS WITH INDIA (Certificate as stated below to be submitted along with offer)

This is in line with Office Memorandum (OM) no. 6/18/2019-PPD dtd. 23rd July 2020 inserting Rule 144 (xi) in GFRs (General Finance Rules) 2017 issued by “Department of Expenditure, Public Procurement Division, Ministry of Finance”.

Bidders should ensure compliance to the following clauses of the OM no. 6/18/2019-PPD dated 23rd July 2020:

I. 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.

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

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

a) An entity incorporated, established or registered in such a country; or

b) A subsidiary of an entity incorporated, established or registered in such a country; or

c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

d) An entity whose beneficial owner is situated in such a country; or

e) An Indian (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

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

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

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

Explanation—

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

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

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

Following relevant Certificate(s), as applicable, to be submitted by the bidder along with the bid :

Certificate for Tenders (where Sub-contracting is not involved):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is

eligible to be considered, for submitting their bid for the Tender no……..….of your Organization."

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered, for submitting their bid for the Tender no……..….of your Organization."

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM, for submitting their bid for the Tender no……..….of your Organization."

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]

7.24 POLICY FOR PROVIDING PREFERENCE TO INDIAN MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP) – Not applicable

7.25 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:

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

7.26 LOCATION AND ACCESS OF SITE.

The work site is located within MRPL Refinery complex, Mangaluru. Refer scope of work.

7.27 WATER, POWER AND OTHER FACILITIES

7.27.1 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.

7.27.2 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.

7.28 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.

7.29 TEMPORARY WORKS

All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the CONTRACTOR and the price quoted by them for erection shall be deemed to have included the cost of such works, which shall be removed by the CONTRACTOR at his cost, immediately after completion of his work.

7.30 TIME SCHEDULE

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

7.30.2 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.

7.31 SCOPE OF WORK

7.31.1 The work to be performed under this specification consists of construction/erection of all facilities up to successful handover under the scope of works, providing all labour, materials, consumables, equipment, temporary works, temporary storage sheds, temporary colony for labour and staff, temporary site offices, constructional plants, fuel supply, transportation and all incidental items not shown or specified but reasonably implied or necessary for the completion and proper functioning of the

plant, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.

7.31.2 All materials including cement, reinforcement steel, etc., shall be supplied by the successful Bidder along with necessary test certificates at the time of delivery.

Successful Bidder shall have to provide necessary material test certificates (including IBR certificate wherever required) along with supply of Non-IBR and IBR pipes including welding consumables.

IBR fabrication work shall have to be strictly carried out as per IBR codes/standards.

7.31.3 The scope shall also include setting up by the Bidder a complete testing laboratory in the field to carry out all relevant tests as per IS Codes or other International standards where IS does not cover particular test required for the Civil Works for the project. For testing of structural steel works, ultrasonic testing machines, radiographic testing machines, dye-penetration test equipment etc. shall be deployed.

7.31.4 The work shall be carried out according to the design/ drawings to be developed. The Bidder's work shall cover complete requirements as per IS codes, HSE / fire safety norms, requirements of various statutory bodies, best prevailing practices and to the complete satisfaction of the Owner.

7.31.5 The Bidder shall inspect the site, examine and obtain all information required and satisfy himself about all site condition such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, materials, water, local working conditions, weather, flood levels, subsoil conditions, natural drainage, etc.

7.31.6 The Bidder shall make the layout and levels of all structures from the grid / bench mark pillars of the plot and the nearest GSI benchmark or other acceptable benchmark as per the directions of the Engineer. The Bidder shall be solely responsible for the correctness of the layout and levels and shall also provide necessary instruments, materials, access to works, etc., to the Engineer for general checking of the quality & correctness of the civil works.

7.31.7 Bidder shall prepare FQP, FQA as per standard including practice which shall be approved by the Engineer-in-charge. All the quality standards, tolerances, welding standards and other technical requirements shall be strictly adhered to.

7.31.8 The Bidder shall fully appraise himself of the prevailing conditions at the proposed

site, climatic conditions including monsoon pattern, soil conditions, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications. No additional claim shall be admissible to the Bidder later on account of any ignorance or variation with respect to the above conditions/information gathered.

7.31.9 Bidder is requested to go through the bid documents carefully. In case of any contradiction/conflicts in various clauses given here in, the same shall be brought to the notice of the Consultant/Owner. Owner's decision shall be binding on Bidder and shall have no implication to Owner.

Deviations from bid documents, if any, shall be furnished by Bidder, clause wise clearly.

7.31.10 Time being essence of contract, successful Bidder shall submit L-1, L-2 & L-3 schedule for, construction and services for each structure.

7.31.11 A detailed note on quality plan for construction activity proposed to be adopted for assuring quality of all works shall be furnished.

7.31.12 List of all sub-contractors that the bidder proposes to employ, in case the contract is awarded to him, shall be submitted to the Consultant/Owner indicating their addresses, telephone number, experience on similar jobs, name, qualification and experience of persons who shall be involved in the project on behalf of the Bidder etc. Only the Sub contractors approved by the Consultant/Owner shall be engaged by the Bidder on the job. Delivery of various items/material at site shall have to be arranged by the successful bidder as per mutually agreement and schedule of work.

7.31.13 Construction management services shall be included from start of construction up to commissioning and handing over of the project as per the approved design within the completion time period.

7.31.14 Contractor shall depute qualified and experienced engineers for full time supervision, preparation of bill, final documentation, Checking and inspection of quality of materials and workman ship, Monitoring progress and sequence of work.

7.31.15 Coordination between various agencies involved during construction activities such as civil, electrical, structural roofing, steel shutter etc. shall be taken care by Contractor

7.31.16 Ensure necessary precautions taken to protect construction work and materials from damage by climate and site activity.

7.31.17 All the work shall be carried out as per the instructions of consultant/owner. Consultant/Owner decision regarding the correctness of the work and method of working shall be final and binding on the Bidder.

7.31.18 The sequence of erection will be decided by the Consultant depending upon the availability of permit, work fronts, etc. No claims for extra payment from the Bidder will be entertained on the grounds of deviation from the methods and sequence of erection or for any reasons whatsoever.

7.31.19 All NDTs tests as required are included in the scope of work of the Bidder.

7.31.20 Commencement of fabrication & erection and construction shall be done after approval of the relevant documents and drawings.

7.31.21 The storm water network for GCS area will be terminated at the nearest existing storm water drain by EPC contractor.

7.31.22 Submissions

The documents and drawings as listed below are to be submitted for the approval of the Consultant/Owner, unless specified otherwise. The list given below is not exhaustive but indicative only.

I. Geotechnical investigation along with the report shall be required to be carried out by the bidder for establishing the sub-soil condition and to decide the type of foundations for the structures.

II. Survey drawings indicating spot levels for the required areas and L-section along pipe corridors.

III. Marking scheme identifying the equipment lay-down areas, with distinctive colour scheme.

IV. Latest Material test certificates for Cement/ Reinforcement steel or any other materials from the manufacturer or approved testing laboratories on demand by the Consultant/Owner.

V. Bill of materials, detailed catalogue/ information of all direct supplied items is also to be submitted

VI. One complete set of applicable standards, references, specifications, code of practice to the Engineer for use at site.

VII. Wherever applicable, scheme for dewatering, shoring, strutting/ sheet piling and

other construction enabling works as required by the Consultant/Owner.

VIII. Bidder shall have to submit red mark-up drawing incorporating the suitable modification (if any) carried out at site on construction drawing to prepare of AS-BUILT drawings by consultant.

7.31.23 All works shall be recorded in appropriate proforma to be firmed up by the contractor in consultation with the Consultant. Where ever required reference to drawings and clauses of specification shall be recorded in the correspondence.

7.31.24 Preparation of Measurement bill for certifying for payment by MRPL is in contractor's scope.

7.31.25 Contractor to ensure MRPL work permit system and safety/ PPE for construction workers obtain necessary work permits approvals for the construction activities.

7.31.26 Submitting daily, weekly and monthly progress reports of current work, progress of the project, manpower deployment, bills, financial progress, forecast of major activities etc

7.31.27 Hindrance register, site order book, manpower deployment data and materials incoming records are to be maintained by the contractor.

7.31.28 Records of cement, steel, pipes, valve etc. receipts, issue, and consumption shall be scrutinized from time to time by consultants and Owner. Statement of cement and steel receipts, statement of theoretical consumption and reconciliation shall accompany every bill. Records of spot levels jointly recorded before the start of the work shall form the basis of all measurements.

7.31.29 Codes and Standards

All applicable Standards, References, Codes of practice etc. shall be the latest edition including amendments and revisions.

7.31.30 SCOPE OF CONTRACTOR:

a. Contractor shall arrange own transportation for the man power and materials shifting to site to carry out the job.
b. Contractor shall pay minimum wages for the manpower deployed as per MRPL standards and ALC requirement. Contractor liable to follow rules and instruction as per Assistant Labor Commissioner (ALC) and MRPL guidelines to their

workmen Revision if any as per MRPL and ALC shall be paid to their Manpower.

c. Payment to be made to the workforce manpower of their respective bank account.

d. Work shall be executed as per the regulatory bodies of MRPL and Govt. requirement to conform safety as per MRPL requirement and conditions. Valid work permits on daily basis as per MRPL rules have to be obtained compulsorily before start of job.

e. Contractor shall obtain Security gatepass for self and workers.

f. Contractor shall provide personal protective equipment's (PPE) for their work force manpower for safe execution of job

g. Contractor to execute the job carefully without causing damage to existing installations, electrical cables, OWS, CRWS, pipeline etc. and has to be brought to the notice of EIC immediately, if so happened. Also contractor has to repair/rectify on his own cost

h. Suitable action shall be taken on violation of safety rules/prohibited activities/ malpractices etc. as per MRPL code of conduct.

i. HousekeepingoftheworkplaceshallbedonestrictlybytheContractorondailybasisoras required by the Engineer-in-charge.

j. Obtaining all necessary Statutory / Security permits for his Construction team and equipment's in compliance with the entire OWNER / site regulations (work permit, safety, etc.), mobilization of required team, support personnel, plant, equipment, material, supplies, labor, consumables and all necessary requirements to complete the SERVICES satisfactorily.

k. Approval from local municipal authorities where the plant is proposed to be set up

l. Environmental clearance from the State pollution control board.

m. Approval from factory inspector.

7.31.31 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 Consultant/Owner.

The Contractor shall follow consultant/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.

7.31.32 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.

7.31.33 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/PMC 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.

7.31.34 SCOPE OF SUPPLY

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.

7.32 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 Consultant/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, Consultant/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 Consultant/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/IBR etc. including permanent power supply, road cutting, forest clearance, panchayat /municipality clearance, clearances from district administration etc. shall be ensured 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.

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 (MFA), 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.

k) The Contractor shall submit Security Deposit (SD)/Performance Bank Guarantee(PBG) as per GCC clause 2.1.0.0

7.33 MISCELLANEOUS

a) Contractor shall be responsible for the safety and health of all his employees.

b) The contractor shall abided 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.

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 civil jobs other than BOQ items depending on the work requirement within the stipulated time frame as per the directions of EIC.

7.34 SITE CLEANING

a) 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.

b) 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.

c) The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

d) 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.

e) 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.

7.35 MEASUREMENT OF WORKS

For all payment purposes, measurement shall be as set out in **ANNEXURE- II to SCC**.

7.36 TERMS OF PAYMENTS

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.

7.37 ROUNDING OFF

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.

7.38 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 same shall be reimbursed to the Contractor by OWNER, based on the submission of the proof of payment.

7.39 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.

7.40 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.

7.41 TRANSPORTATION

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

7.42 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.

7.43 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.

7.43.1 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.

7.43.2 GATE PASSES

To bring materials/ equipments/ tools/ tackles etc. inside the plant for construction work, the CONTRACTOR has to produce challans/ proper documents to OWNER/'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 OWNER/ authorised representative with stamp challans/ supporting documents signed by company's personnel at gate during entry.

7.43.3 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.

7.43.4 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:

Vehicle/Equipment etc. should be brought to site in good conditions.

Valid Road tax certificate, fitness certificate and insurance policy from competent authority.

Valid operating/ driving licence of driver/operator.

7.43.5 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.

7.43.6 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.

7.44 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

7.44.1 Safety is to be given prime importance. During construction CONTRACTOR shall strictly follow the safety procedures, precautions, norms laid down by OWNER. In case of non-compliance, Engineer-in-Charge shall give notice to the Contractor. In case of repeated failure of the Contractor, Engineer- in- Charge is free to take actions such as withholding of bills, heavy penalty etc. The quantum of such actions will be decided by the Engineer-in- Charge.

7.44.2 Bidder shall include in his offer the Health, Safety and Environment (HSE) Management and procedures which is required to be adhered to during the execution of contract. After the award of the contract, detailed Health, Safety and Environment (HSE) programme to be followed for execution of contract under various divisions of works will be mutually discussed and agreed to.

7.44.3 The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

7.44.4 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

7.44.5 The Contractor shall also adhere to the requirements of OWNER specifications on

Safety, enclosed as **Annexure- VIII** to this SCC.

7.45 SAFETY NORMS

7.45.1 In addition to price reduction and deductions as provided for in the Contract, the OWNER shall be entitled to deduct from any payment due to the CONTRACTOR, for violations of safety provisions, as per details given below:

7.45.2 Violation of applicable safety, health and environment related norm, a price reduction of Rs.5000/- per occasion.

7.45.3 Violation as above resulting in:

a) 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.5,000/-.

b) Fatal accident – a price reduction of 1% of the work order value (maximum of Rs.10,00,000) per fatality in addition to Rs.5,000/-.

7.45.4 The CONTRACTOR shall be required to take a suitable Insurance Policy with a view to cover themselves against the above penalties and submit a copy of the said policy to the Engineer-in-Charge before possession of site is given to them.

7.45.5 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.

7.45.6 Contractors are required to meet all safety requirement of MRPL and work shall be carried out with working permit system of MRPL

7.45.7 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 IS3521or 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.

7.45.8 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.

7.46 ADDITIONAL CLAUSES FOR CONTRACTOR:

Usage of hydra at construction site for lifting and shifting of materials is prohibited.

7.47 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.

7.48 RENTS & ROYALTIES

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 et. to be arranged by Contractor shall be deemed to have been included in the quoted prices.

Contractor's quoted rate should include the royalty on different applicable items as per the prevailing State Government rtes. 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.

7.49 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 OWNER/ Engineer-in-Charge before implementation. Also such revisions and/or modifications if accepted/ approved by OWNER/ Engineer-in-Charge shall be carried out at no extra cost to OWNER. Any change required during functional requirements or for efficient running of system, keeping the basic parameters unchanged and which has not been indicated by the CONTRACTOR in the data/drawings furnished along with the offer will be carried out by the CONTRACTOR at no extra cost to OWNER.

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.

7.50 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**

The contractor shall provide, to the satisfaction of the EIC sufficient and competent work force in respective civil 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.

7.51 SURPLUS MATERIALS

Surplus Civil Construction materials comprising sand, bricks, stones, reinforcement steel and aggregate and the products of dismantling temporary works erected by the CONTRACTOR shall vest in and belong to the CONTRACTOR upon completion of the works and/ or earlier termination of the contract for any cause, with right in the CONTRACTOR, subject to the other terms & conditions of the contract, to remove the same from the job site subject to satisfactory proof of supply. No other surplus material will be allowed to be taken out and deemed to be the property of OWNER 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.

7.52 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 OWNER/Engineer-in-charge feels that CONTRACTOR's QA/QC Engineer(s) are incompetent or insufficient, CONTRACTOR has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of OWNER/Engineer-in-charge.

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 .

7.53 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.

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.

***7.54* UNDERGROUND AND OVERHEAD STRUCTURES**

OWNER/ Engineer-in- Charge shall provide, to the best possible extent, details in respect of existing structures, overhead lines, existing pipelines and utilities existing at job site to the CONTRACTOR. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified OWNER/ Engineer- in-Charge from and against any destruction thereof or damages thereto. Moreover, CONTRACTOR shall prepare drawing showing all the above stated details accurately and submit to Engineer-in-Charge. No extra payment shall be made on this account. The prices quoted in SOP/ SOR are deemed to be inclusive of the costs towards this activity as well.

7.55 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.

7.56 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.

7.57 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.

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.

7.58 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.

7.59 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 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.

7.60 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.

7.61 SINGLE POINT RESPONSIBILITY

The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

7.62 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.

7.63 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.

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.

7.64 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.

7.65 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 civil, electrical, plumbing, interior, RCC, PCC work etc. as per Quality assurance plan approved by Engineer in Charge/ RCM-LTSL.

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.

7.66 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.

7.67 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.

7.68 CHANGE OF QUANTITIES

7.68.1 New Clause:

A. The WORK covered under this CONTRACT having to be executed by the Contractor on a item rate quoted by him, Owner will not accept any proposals for changes in CONTRACT VALUE or extension in time on account of any such changes which may arise to the Contractor's scope of WORK as a result of

detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where Owner requests in writing to the Contractor to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the Contractor at the appropriate time for Owner's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

B. The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the Contractor shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the WORK shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN-CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

i. If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the Contractor is bound to carry on the additional, altered or substituted WORK at the same rates as specified in the CONTRACT.

ii. If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be

final and binding on the Contractor.

iii. If the 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.

7.68.2 Clause No. 2.6.2.0 of General Contract Conditions (GCC) stands deleted .

7.69 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%.

7.70 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.

7.71 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.

7.72 ABNORMALLY HIGH RATES ITEMS (AHR ITEMS)

Being pre-priced tender, this clause is not applicable.

***7.73* 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.

7.74 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.**

***7.75* SUB-CONTRACTING**

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.

7.76 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.

7.77 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.

7.78 PECIFICATIONS FOR DOCUMENTATION REQUIREMENTS FROM CONTRACTORS- As per Annexure IX to SCC

7.79 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.

c) "Project" means NATURAL GAS FIRING PROVISION IN GTG1 & GTG2 OF CPP3 UNIT AT MRPL, MANGALURU

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”

7.80 MOBILIZATION ADVANCE

Mobilization advance shall not be applicable for this tender

7.81 WATER PROOFING GUARANTY

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.

VOLUME-I: COMMERCIAL SECTION

8 - ANNEXURE TO SCC

8.0 ANNEXURE TO SCC

ANNEXURE - I TO SCC- TIME SCHEDULE

Contractor has to strictly adhere to the timelines mentioned below; In case of no adherence to the timelines, **PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION** clause shall be applicable

Time Schedule

Table -A		
S. No.	**Description of Mile stone**	**Completion date**
1	Completion of major civil works (Area Grading, Earth Work, Dismantling, Chipping and Making Opening in RCC & PCC, Formwork, Reinforcement, Concrete Work, UG works, Embedded parts,)	On or before 15th May 2021
2	Execution of Mechanical Scope of work	As per mutually agreed schedule with MRPL/IEC/RCM*
a	Steam Tap-off from existing LP steam line	
b	Nitrogen Tap-off from existing Nitrogen line	
c	KOD shed dismantling and assembling works	

* MRPL/EIC/RCM will intimate the bidder 10 days in advance based on front availability for commencement of work. Bidder to complete the work within mutually agreed schedule. In case of failure in execution as per agreed schedule, risk purchase notice is liable and the same work will be executed through other agency and associated cost finalized by RCM/EIC/MRPL will be recovered from the bidder.

Major Milestones for completion of the entire work

Table-B		
S. No.	**Description of Mile stone**	**Time from LOA/completion Date**
1	Mobilization	Within 15 days from LOA
2	Submission of Soil investigation, topography and Civil Survey reports	Within 15 days from LOA
3	Completion of Supply of material for Nitrogen & LP steam tap-offs which includes valves & pipes at site	Within 70 days from LOA
	Supply of Cable trays at site	On or before 15 May 2021
4	Completion of major civil works (Area Grading, Earth Work, Dismantling, Chipping and Making Opening in RCC & PCC, Formwork, Reinforcement, Concrete Work, UG works Embedded parts,)	On or before 15 May 2021
5	Completion of balance civil works (Grouting, Road Work, Joint Filler, Miscellaneous Item) in all respects	On or before 31 Oct' 2021

A joint plan of execution of work shall be prepared by the Contractor and EIC.

Note:

a) Time for completion shall be reckoned from date of issue of Fax/ Letter of Acceptance, whichever is issued earlier.

b) 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.

c) 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 Owner/ 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)

ANNEXURE - II TO SCC MEASUREMENT OF WORK

MEASUREMENT OF WORK

1.0 GENERAL

1.1. The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes /Schedule of Rates/ Specifications etc. and/or as decided by Engineer-in-Charge. Only the relevant mode(s) of measurement as detailed in this Section shall be applicable for the items covered in the scope of work / Schedule of Rates of the Bidding Document.

1.2. Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-In-Charge. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.

1.3. Wherever work is executed based on instructions of Engineer-In-Charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-In-Charge.

1.4. Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.

1.5. The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.

1.6. No other payment either for temporary works connected with this Contract or for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.

1.7. Measurements will be made for various items under schedule of rates on the following basis as indicated in the unit column

i) Weights	MT or Kg
ii) Length	M (Metre)
iii) Number	No.
iv) Volume	Cu.M
v) Area	Sq.M

1.8. Wherever the unit of items has been indicated as lumpsum, the payment shall be made on lumpsum basis on completion & no mode of measurement shall be applicable.

1.9. The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including length of loops provided.

ANNEXURE - III TO SCC- TERMS OF PAYMENTS

PAYMENT TERMS FOR CONTRACTS ON ITEM RATE BASIS

1.0 ON ACCOUNT PAYMENTS

Progressive payments shall be released to Contractor against running account bills duly certified by Engineer-in-charge /RCM-LTSL after affecting the necessary deductions/ recovery, if any. The basis for payment against various items shall be as per the approved billing schedule prepared based on the following sub section:

95% on completion of work as certified in Running bills on monthly basis.

5% on completion of all works in all respects including final documentation as per MRPL final documentation procedure and issuance of completion certificate.

NOTE:

1. The above payment terms commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Withholding Tax at the prevailing rate shall be deducted as per the Indian Income Tax Act. TDS certificate shall be issued by the Owner.
4. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract. In case separate nomenclature is provided for Completion certificate in GCC for various clients, the same shall be replaced by that certificate accordingly.
5. Part completion certificate whenever essential (in case of job in multi units, offloading case etc.) shall be issued with due concurrence from competent authorities to facilitate release of Final payment.
6. The above progress payments are subject to submission of **CPBG and Signing of contract agreement.**

a) The CONTRACTOR shall make quantitative assessment of the work performed at each jobsite during the preceding month based on the joint measurement taken on site with site engineer and representative of Consultant/Owner and submit a Running Account Bill (in the form prescribed by the OWNER) to the office of CGM Projects(original plus one copy) during the said month 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 Price Schedule. 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.

b) It may be noted that the quantities mentioned in the BOQ/SOR are tentative, the quantities of individual item may vary to any extent based on the site condition which has to be executed by contractor at same rate in order to complete the job in all respect and additional compensation will be paid for the same.

The following documents are to be included for Bills processing for payments:

- Copy of Work Order / Purchase order
- GRN / MRN (in case of Purchase) with Supply Invoice
- Gate Entry Stamped documents (Inward Stamp – Signed by Security) – in Case of Purchase with Supply Invoice
- Delivery Challan / Packing slips - In case of Purchase with Supply Invoice
- LR Receipt - In case of Purchase with Supply Invoice
- Tax Invoice / RA Bills
- Protocol for work done duly signed by Concern Department / Technical Team / Quality Control for processing RA Bills
- Attendance Register / Biometric Attendance copy for attendance checking with RA Bills
- Labour Wages Register (Previous month) for confirmation of labour wages payment for previous month with RA Bills.
- Check list for statutory compliance – copy of valid Labour License, Valid workman compensation policy, Insurance Copy of Employees, PF - ECR Register & Payment Challan, ESI - Employees Register & Payment Challan. Payment check for previous month with RA Bills
- Copy of Accounting Entry in Contractors books of Accounts (ERP/Accounting /Financial Package) with RA Bills
- Payment advice duly authenticated by Authorised Signatory of the contractor (Prepared by/verify by/Recommended by/Approved by) with RA Bills.

RELEASE OF INVOICE PAYMENT: Bidder shall submit the Running Accounts Bills with all respects to consultant on monthly basis. Payment will be released after due certification by consultant within 20 days from the bill submission for the undisputed amount by the owner (MRPL).

ANNEXURE - IV TO SCC- QUALIFICATION & EXPERIENCE

QUALIFICATION & EXPERIENCE REQUIREMENT OF

KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON-MOBILISATION

QUALIFICATION & EXPERIENCE

REQUIREMENT OF KEY CONSTRUCTION

PERSONNEL AND PENALTY FOR THEIR NON MOBILIZATION

1. Qualification & experience (post qualification)
2. Penalty for non - mobilization of key construction personnel

1. CONSTRUCTION MANPOWER WITH QUALIFICATION & EXPERIENCE (POST QUALIFICATION**)**

CATEGORY/NOS	**QUALIFICATION & EXPERIENCE (POST QUALIFICATION) REQUIRED**			
Resident Construction Manager/ Resident Engineer/Site-In-Charge(1 No)	Degree or Diploma in Engineering with minimum following relevant experience in construction:			
	Contract value (Rs) →	< 5 Cr. works	5-20 Cr. works	> 20 Cr. works
	Degree holders	5 yrs	10 yrs	15 yrs
	Diploma holders	8 yrs	13 yrs	20 yrs
Lead Discipline Engineer (Civil-01 No., Mechanical-1 No. during Mechanical work)	Degree or Diploma in relevant Engineering discipline with following minimum experience in Construction:			
	Contract value (Rs)→	≤20 Cr. works	> 20 Cr. works	
	Degree holders	5 yrs	10 yrs	
	Diploma holders	8 yrs	13 yrs	
Safety Officer/ Supervisor	As per specification for HSE Management at construction sites enclosed elsewhere in the bid.			

Notes: (for Table on previous page)

1. CVs of key construction personnel proposed to be deployed shall be submitted to Owner/Engineer-in-Charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-in- Charge.
2. **PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL**
   Penalty for non-mobilization per day per person during the contractual mobilisation period /mobilisation schedule agreed during Kick off Meeting / jointly agreed between contractor and consultant/ owner based on front availability etc.

- Rs. 5000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge;

- Rs. 3000/- for Lead Discipline Engineer & Safety Officer (As per HSE Specification)

Notes: (for Penalty clauses)

a. All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty

b. Mobilised personnel shall not be demobilised till contractual completion or based on consent of Engineer-in-Charge else penalties as above shall be applied.

c. Total of above penalties shall not exceed 3% of the contract value.

d. The above penalties are over & above all other contractual provisions with respect to penalties.

ANNEXURE – V TO SCC - SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM

SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM

CONTENTS

Clause	Title
1.0	SCOPE
2.0	DEFINITIONS
3.0	REFERENCE DOCUMENTS
4.0	QUALITY MANAGEMENT SYSTEM — GENERAL
5.0	QUALITY SYSTEM REQUIREMENTS
6.0	AUDITS
7.0	DOCUMENTATION REQUIREMENTS

1.0 SCOPE

This specification establishes the Quality Management System requirements to be met by BIDDER for following purpose:

• QMS requirements to be met by suppliers/contractors after award of work/ during contract execution.

2.0 DEFINITIONS

2.1 Bidder

For the purpose of this specification, the word "BIDDER" means the person(s), firm, company or organization who is under the process of being contracted by / Owner for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

2.2 Project Quality Plan

Document tailored from Standard Quality Management System Manual of BIDDER,

Specifying how the quality requirements of the project will be met.

2.3 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

Specification for Documentation Requirements from Contractors

Specification for Documentation Requirements from Suppliers

4.0 QUALITY MANAGEMENT SYSTEM — GENERAL

Unless otherwise agreed with Owner, the BIDDER proposed quality system shall fully satisfy all relevant requirements of ISO 9001 "Quality Management Systems — Requirements." Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a certification agency. The quality system shall provide the planned and systematic control of all quality related activities for execution of contract. Implementation of the system shall be in accordance with BIDDER'S Quality Manual and PROJECT specific Quality Plan.

5.0 QUALITY SYSTEM REQUIREMENTS

5.1 BIDDER shall prepare and submit for review / record, Project Quality Plan / Quality Assurance Plan for contracted scope / job. The BIDDER'S Quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER'S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area. The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation, record control, bid evaluation, inspection, production/manufacturing, preservation, packaging and storage, quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

5.2 BIDDER shall identify all specified or implied statutory and regulatory requirements and communicate the same to all concerned in his organization and his sub contractor's organization for compliance.

5.3 BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.

5.4 BIDDER shall do the quality planning for all activities involved in delivery of order. The quality planning shall cover as minimum the following:

- Resources
- Product / deliverable characteristics to be controlled.
- Process characteristics to ensure the identified product characteristics are realized
- Identification of any measurement requirements, acceptance criteria
- Records to be generated
- Need for any documented procedure

The quality planning shall result into the quality assurance plan, inspection and test plans (ITPs) and job procedures for the project activities in the scope of bidder. These documents shall be submitted to Consultant/Owner for review/approval, before commencement of work.

5.5 Requirements for sub-contracting / purchasing of services specified in contract / tender shall be adhered to. In general all outsourced items will be from approved vendors of. Wherever requirements are not specified, or approved sub vendors do not exist, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements. Criteria for

selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (subcontractor services), constitute important components of this requirement.

5.6 BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable

a) the availability of information that describes the characteristics of the product
b) the availability of work instructions
c) the use of suitable equipment
d) the availability and use of monitoring and measuring devices
e) the implementation of monitoring and measurement
f) the implementation of release, delivery and post-delivery activities

5.7 BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.

5.8 BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection

5.9 BIDDER shall identify, verify, protect and safeguard Owner property (material document) provided for use or incorporation into the product. If any Owner property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the Owner.

5.10 BIDDER shall ensure the conformity of product / deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the tender shall be adhered to.

5.11 BIDDER shall establish system to ensure that inspection and testing activities are carried out in line with requirements. Where necessary, measuring equipment's shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipment's shall be protected from damage during handling, maintenance and storage.

5.12 BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.

5.13 BIDDER shall monitor and measure the characteristics of the product/deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and consultant/Owner personnel shall be carried out strictly as per the ITPs forming part of the contract. Product release or service delivery shall not proceed until the

planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner.

5.14 BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery.

5.15 All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / survlance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective and preventive action shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur.

5.16 All deficiencies noticed and reported by consultant/Owner shall be analyzed by the BIDDER and appropriate corrective and preventive actions shall be implemented. BIDDER shall intimate / Owner of all such corrective and preventive action implemented by him.

5.17 BIDDER should follow the standards, specifications and approved drawings. Concessions/Deviations shall be allowed only in case of unavoidable circumstances. In such situations Concession/deviation request must be made by the BIDDER through online system of eDMS. URL of edms is http://edocx. Co. in/portal.

5.18 BIDDER shall have documented procedure for control of documents.

5.19 All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to / Owner as per contract requirement or disposed as per relevant project procedure.

6.0 AUDITS

BIDDER shall plan and carry out the QMS audit for the job. Quality audit programme shall cover design, procurement, construction management and commissioning as applicable including activities carried out by sub-vendors and sub-contractors. This shall be additional to the certification body survlance audits carried out under BIDDER'S own ISO 9001 certification scheme.

The audit programmes and audit reports shall be available with bidder for scrutiny by consultant/ Owner. Or Owner's representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition to above, Owner and third party appointed by /Owner may also perform Quality and Technical compliance audits. BIDDER shall provide assistance and access to their

systems and sub-contractor / vendor systems as required for this purpose. Any deficiencies noted shall be immediately rectified by BIDDER.

7.0 DOCUMENTATION REQUIREMENTS

BIDDER shall submit following QMS documents immediately after award of work (Within one week) for record/ review by Consultant/Owner.

- Organization chart (for complete organization structure and for the project)
- Project Quality Plan/Quality Assurance Plan
- Job specific Inspection Test Plans, if not attached with PR
- Job Procedures
- Inspection/Test Formats

In addition to above QMS documents, following documentation shall be maintained by the BIDDER for submission to / Owner on demand at any point of time during execution of the project.

- Quality Manual
- Certificate of approval for compliance to ISO: 9001 standard
- Procedure for Control of Non-conforming Product
- Procedure for Control of Documents
- Sample audit report of the QMS internal and external audits conducted during last one year
- Customer satisfaction reports from at least 2 customers, during the last one year
- Project QMS audit report
- Technical audit reports for the project
- Corrective action report on the audits

Documents as specified above are minimum requirements. BIDDER shall submit any other document/data required for completion of the job as per consultant/Owner instructions.

ANNEXURE - VI TO SCC- APPROVAL OF CONSTRUCTION SUB-CONTRACTOR

(APPROVAL OF CONSTRUCTION SUB-CONTRACTOR)

1) NAME OF MAIN CONTRACTOR:_____

2) NAME OF WORK, LOCATION:_____

3) NAME OF PROPOSED SUB-CONTRACTOR: _____

4) SCOPE OF WORK PROPOSED TO BE SUB-CONTRACTED (BRIEF):_____

5) ESTIMATED VALUE OF THE PROPOSED WORK TO BE SUB-CONTRACTED (INR):_____

6) QUALIFYING CRITERIA FOR SUB-CONTRACTOR:

   i. Similar Work experience :

   Completed one Contract of 80% or two contracts of 50% or three contracts of 40% of estimated value of proposed work to be sub-contracted, in preceding Seven years.

   ii. Annual Turnover

   Average annual Turnover during the last three years shall not less than 30% of estimated value of proposed work to be sub-contracted.

7) EXPERIENCE AND FINANCIAL DETAILS OF PROPOSED SUB-CONTRACTOR:

   i) Contract Value of similar work Executed (As evidenced by work Order & Completion Certificate) **:**

   ii) Maximum Annual Turnover during Last 3(three) years (as evidenced by Balance Sheets) :

8) CRITERIA FOR QUALIFICATION OF SUB-CONTRACTOR:

   i) Sl.No. 7(i) >Sl. No.6 (i) YES / NO

   ii) Sl.No. 7(ii) >Sl. No.6 (ii) YES / NO

9) Based on above information, we M/s _____ (Name of Main Contractor) propose M/s. _____ (Name of proposed sub-contractor) as our sub-contractor for the above mentioned works. We understand that notwithstanding above approval, we shall remain fully responsible for the performance of the said sub-contractor and any failure of the sub-contractor shall not absolve/relieve us of our responsibility to complete the works as per the terms and conditions of the Contract.

NOTE: Bidders to fill all the details in the above proforma. Further Bidder shall also fill-in the details at Sl.No.5 above based on the estimated value of the proposed work to be subcontracted.

(STAMP & SIGNATURE OF CONTRACTOR)

10) QUALIFICATION STATUS : (TO BE STAMPED BY)

ANNEXURE - VII TO SCC- CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES

Abbreviations

ABS : ABS Consultancy

BIS : Bureau of Indian Standards

BV : Bureau Veritas

CEIL : Certification Engineering International Ltd

DNV : Det Norske Veritas

IRS : Indian Registrar for Shipping

LRS : Lloyd's Register Group Limited

NABL : National Accreditation Board for Testing and Calibration Laboratories

PMI : Positive Material Identification

Requirement for control of monitoring and measuring devices

Sl. No	Description	Calibration requirements	Frequency	Remarks
A.	**Civil-Survey**			
A.1.	Theodolite	To check for permanent adjustments by traversing and observing the closing error	once in a year or project duration whichever is earlier	Record to be maintained **(See note below)**
A.2.	Levels	To check by Backsight/ Foresight readings, the temporary adjustments of level	Every use	Record to be maintained (See note below)
A.3.	Steel measurement tapes	……..	……..	a."Freemans" make or BIS approved make shall be used. b. Mutilated, or broken tapes shall not be used.

Sl. No	Description	Calibration requirements	Frequency	Remarks
				c. Marking on the tape shall be legible
A.4.	Cross staff	……..	……..	Same as 3b&3c above
A.5.	Distomat	Actual Physical Verification at Site	Before using first time at site	Records to be maintained
A.6.	Total Station	To check for permanent adjustments by traversing and observing the closing error,etc.	once in a year or project duration whichever is earlier	Record to be maintained (See note below)
B.	**Civil Laboratory**			
B.1.	All balances-Mechanical	Check for zero error	Whenever used	……..
B.2.	Weigh Batcher/Batching Plant	Calibration of scales	Once in three Months	Records to be maintained
B.3.	Cube testing machine	Calibration certificate from manufacturers or from reputed calibrating agency.	As per manufacturer specification or once a year whichever is earlier	Records to be maintained
B.4.	Moisture Meter	Calibration of scales	6 months	Records to be maintained
C.	**Mechanical/Electrical/Welding**			
C.1	Pressure Gauges	Calibration certificate from reputed laboratories or calibrate by dead weight testers with standard weights or with master Gauge	Once in 6 months	Records to be maintained
C.2	Dial Gauges	Check for Zero Error	Whenever used	……..
C.3	Dead Weight Tester	Calibration from manufacturer or reputed Calibrating	As per manufacturer's recommendation	Records (Calibration certificate) to

Sl. No	Description	Calibration requirements	Frequency	Remarks
		agency. Calibration certificate shall not be older than one month from the date of mobilization.	or once in a six month whichever is earlier.	be maintained
C.4	Vernier Caliper/ screw gauge	Check for Zero error	Whenever used	……..
C.5	Holiday Tester	Calibration from manufacturer or reputed calibrating agency or by calibrating by zeep meter.	Once in 6 months	Records to be maintained
C.6	Elcometer	Check with standard test films supplied by the manufactures	Before use	Records to be maintained
C.7	Universal Testing Machine	Calibration Certificate from any reputed third party inspection agency. viz, CEIL, LRS, BV, ABS, DNV or IRS	As per manufacturer's recommendation or once a year whichever is earlier	Records to be maintained
C.8	Charpy V-notch Impact testing machine	Calibration Certificate from any reputed third party inspection agency. viz, CEIL, LRS, BV, ABS, DNV or IRS	As per manufacturer's recommendation or once a year whichever is earlier	Records to be maintained
C.9	Hardness testing Machine	Check with the standard test block supplied with the machine as per manufacturer's Recommendation	Before use	Records to be maintained
C.10	Chemical Analysis, ex: PMI etc.	Check with the standard samples	Before use	Records to be maintained
C.11	Various Digital and Analog meters	Calibration Certificate from reputed laboratories or the manufacturer	Once in Six Months or as per manufacturer's recommendation	Records to be maintained

Sl. No	Description	Calibration requirements	Frequency	Remarks
			whichever is earlier.	
C.12	Variable current, voltage and resistance generators	Calibration Certificate from reputed laboratories	Once in 6 months	Records to be maintained
C.13	Temperature/ Pressure Recorders	Calibration from manufacturer or any reputed calibrating agency	Once in 6 months	Records to be maintained
C.14	Temperature gauges	Calibration Certificate from reputed laboratories	Once in 6 months	To be discarded in case of damage or malfunctioning
C.15	Thermocouples	Manufacturer's Certificate or Chemical Check	……..	……..
C.16	Vibration probes	Calibration from reputed laboratory	Once in a year	To be discarded in case of damage or malfunctioning
C.17	Decibel-meter	Manufacturer's Certificate orChemical Check	Once in a year	- do -

Note:-If Error is found, it has to be sent to manufacturers or their authorized agents for rectification and certification. Reputed calibrating agency shall be NABL accredited for relevant testing.

ANNEXURE VIII TO SCC - CONTRACT WORKER'S SAFETY POLICY

INDEX

SR. NO	TOPIC
1	SCOPE
2	REFERENCE
3	SAFETY REQUIREMENTS FOR CONTRACTORS
4	PERSONNEL
5	HEALTH AND HYGIENE
6	VEHICLE MOVEMENT
7	SAFE MEANS OF ACCESS
8	EXCAVATION TRENCHING AND EARTH REMOVAL
9	DEMOLITION
10	PERSONAL, PROTECTIVE EQUIPMENT'S
11	PAINTING
12	LIFTING MACHINES TOOLS AND TACKLES
13	TEMPORARY SHEDS
14	ERECTION
15	WORK ON TALL CHIMNEYS
16	SAFETY OF ELECTRICAL WORKS
17	CATCH NETS
18	PROTECTION AGAINST MOVING VEHICLES
19	HANDLING MATERIALS
20	STACKING AND PILING
21	WELDING AND GAS CUTTING
22	GRINDING
23	HOUSE KEEPING
24	FIRE SAFETY
25	WORK PERMIT SYSTEM
26	WORK IN AND AROUND WATER BODIES

SR. NO	TOPIC
27	PUBLIC PROTECTION
28	OTHER STATUTORY PROVISIONS
29	GUIDELINES AND GENERAL PROCEDURES FOR SUPPLY AND USE OF ELECTRICITY AT SITE
30	PORTABLE ELECTRICAL EQUIPMENT
31	ROLE OF CONTRACTION INCASE OF EMERGENCY AND SIREN
32	TRAINING
33	LIST OF PERSONAL PROTECTIVE EQUIPMENT'S
34	MANDATORY FOR THE CONTRACTOR EMPLOYEES WHILE WORKING AT SITE
35	SPECIFICATIONS FOR SAFETY HELMETS HDPE
36	SPECIFICATIONS FOR SAFETY BELT
37	SPECIFICATIONS FOR FALL ARRESTOR DEVICE
38	SPECIFICATIONS FOR DUST MASK
39	SPECIFICATIONS FOR REPLACEABLE FILTERS
40	SPECIFICATIONS FOR SAFETY SHOES
41	STANDARD SPECIFICATION FOR PVC HAND GLOVES
42	SPECIFICATION FOR ELECTRICAL PPE (SHOCK PROOF)
43	TYPE SAFETY VIOLATIONS AND PENALTY SYSTEM
44	STANDARD OPERATING PROCEDURE FOR SOCIAL DISTANCING AT MRPL

1.SCOPE :

This policy is applicable to all the contractors and their employees working in MRPL. This is also applicable to sub-contractors, suppliers, vendors and visitors. All the contractors are required to ensure that they and their employees comply with relevant safety requirements as mentioned in this Safety Policy depending on the nature of work. This policy is not a substitute to the statutory rules and regulations and also the prevailing MRPL Safety Requirements. This is to further reinforce the existing Safety Standards in Refinery.

2.REFERENCE : This document should be read in conjunction with following :

- General Conditions of contract (GCC)
- Special Conditions of Contract (SCC)
- Job specifications

3.SAFETY REQUIREMENTS FOR CONTRACTORS:

-Contractor shall furnish Safety policy and Safety Manual of their Company and his track record in safety for past three years to the Engineer Incharge.

Contractor shall furnish details of their safety department with CVs of safety officers in his bid document to Engineer Incharge.

-The contractor MUST employ Qualified Safety Officers as per the table below, having about 5 years of relevant experience in chemical units or Petrochemical Plants or refineries, as per The Factories Act 1948 / Building and other construction workers (Regulation of Employment and conditions of service) Act 1996 and Central Rules 1998 / The Karnataka Factories Rules 1969. Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safely. Such Safety Officers appointed shall be dedicated and responsible only for safety. They should not be given any other responsibility. The contractor and his sub-contractor, if any, shall comply with the instructions given by MRPL Engineer In- Charge or his authorized nominee regarding safety precautions, protective measures, house-keeping requirements etc. Engineer-In-Charge from MRPL shall have the right to stop the work of the contractor, if in his opinion, proceeding with the work will lead to an unsafe and dangerous condition. Engineer-In-Charge shall get the unsafe condition removed or provide protective equipment at the contractors cost, which ever is applicable.

Table

Max. no. of employees < 30	One discipline (Engr. / Supervisor) with safety experience can function as Safety Staff on part time basis.
No. of employees : 30 – 100	One Safety Supervisor on full time responsibility.
No. of employees : 101 – 250	For Manpower Supply – Oriented Maintenance contract One Safety Supervisor on full time responsibility. For Service – Oriented Maintenance / Project contract One Safety Engineer on full time responsibility + One Safety Supervisor on full time responsibility
Upto 250 Persons deployed by him at site	Deploy one Safety Officer and additionally deploy Three Safety Supervisors
For 251 to 500 Persons	Two Safety Officers, Six Safety Supervisors and Ten Safety Stewards
For more than 500 persons	Three Safety Officers, Ten Safety Supervisors and Twenty Safety Stewards

Qualification criteria of safety officer:

BSc (Physics Chemistry only)/Diploma (Mech/Elect/Civil only) with post graduate Diploma in Industrial safety with min of 5 years experience in supervisory cadre.

OR

BE/BTech (Mechanical/Electrical/Civil only) with post graduate Diploma in Industrial safety with min of 2 years experience in supervisory cadre.

Qualification criteria of safety supervisor:

BSc (Physics Chemistry only)/Diploma (Mech/Elect/Civil only) with qualification in industrial safety with relevant experience.

4. **PERSONNEL** :

- Personnel / workmen (age 18 years & above) deployed at site should be physically / medically fit. Labours/workers shall not bring children/babies inside the refinery.

SMOKING IS STRICTLY prohibited inside the refinery.

- Contractors and their workmen should restrict their activities to the site allocated to them.

- All contract men shall wear IS make PPEs like gloves, goggles, face shields, full body safety harness, safety belt, Safety Helmets, Safety Shoes etc during the work. They will not be permitted

to enter the Refinery without wearing Safety Helmet, Safety Goggles & Safety Shoes. Damaged PPEs shall be taken out from use and disposed off properly.

- The contractor shall ensure that their men do not tamper with the facilities in operation. They shall not operate any Valves/ Switches etc.

- The contractor shall ensure that his workmen do not move around freely inside refinery premises other than the assigned place of work & also do not sleep anywhere (Below piperacks / equipments / trucks / etc.) inside refinery premises.

- The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from MRPL premises and provide alternate personnel.

- The contractor Supervisors and Engineers must get themselves conversant with MRPL's Standard Operating Procedures (SOP), safety norms, Rules and Regulations that are in force. They must also be conversant with the MRPL's Emergency Procedures and Emergency telephone numbers and should ensure display of same at prominent place.

- Special safety precautions to be taken by the contractor or their personnel working in an operating refinery are given below. The safety procedure may undergo a change from time to time, which will be intimated to the contractor to follow and implement them.

- In addition to the following minimum safety requirements, the contractor must comply with the safety requirements, norms, rules and regulations as per the Factories Act 1948 and Karnataka Factories Rules 1969, OISD Guidelines 207 and other OISD standards / guidelines and Indian Standards.

- The contractor must prepare a detailed "Safety Programme" and submit it to Engineer In-charge of MRPL immediately after the finalization of contract / placing of LOI / order. This will include Safety Policy, Safety Responsibilities at various levels, Formations of Safety Committees and meetings, Method statements, Job Safety Analysis (JSA), Safety inspections, various pre-inspection checklists, Safety manuals, Safety Audits, Emergency Plans, Safety procedures to be implemented for all the activities, deputation of Safety Officers, enforcement of safety practices.

- Contractor shall devise a procedure on Accident Reporting. All accidents including Near Misses and property damages to be reported as per the MRPL's Accident Reporting Procedure in force. All Accidents including Near Misses to be communicated immediately to Engineer Incharge over

telephone / verbally / and later submit the accident report. All accidents must be investigated, classified, analysed & comply with the recommendations to avoid its recurrence. Monthly Accident statistics must be developed and circulated. Contractor shall maintain a register of all such accidents.

- During the mobilization, equipments, machines, tools, tackles etc. to be inspected at the site from where it is being mobilized. Damaged ones should be discarded and ensured not mobilized at MRPL site. The statutory checks, inspections and certification is carried out before mobilizing at MRPL site. Necessary repairs and maintenance to be carried out and equipment, machine, tools, tackles etc. is mobilized at MRPL site in working condition. The previous records of maintenance and the competent person's certificates to be made available during mobilization and submitted to MRPL Engineer Incharge. The equipments, machines, tools, tackles, etc to be tagged and mobilized.

- A Safety Committee must be formed to discuss accidents, Unsafe Acts and Unsafe conditions. This should be chaired by the High ranking Official / Site-In-Charge with equal participation both from supervisory and non-supervisory cadres of employees. Engineer In-Charge of MRPL also should be involved in such meetings as an observer. The frequency of meetings shall be once in a month minimum and actions taken to avoid recurrence of Nearmiss, Minor injuries etc.

Circular of the meeting must also be issued to MRPL Engineer Incharge at least one week in advance. Minutes of the meetings to be prepared on the same day and submitted on next day of the meeting.

The contractor shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily, suspended, he shall ensure that all materials, equipment and facilities will not cause damage to existing property, personal injury or interfere with other works of the Refinery. The contractor shall comply with all applicable provisions of the safety regulations, clean up programme and other measures that are in force at the site.

- Safety Inspections of the site to be conducted daily and Safety Audits to be conducted once in three months by a team of Senior Officials of the contractor. Report on findings of such Audit to be submitted to the Engineer Incharge and compliance report of the suggestions on findings to be submitted weekly to Engineer Incharge.

Daily Safety Inspection of jobs and safety audit to be conducted every month and the report and protocol signed by all parties, Contractor's safety officers with signatures of Site Incharges of contractor shall be part of subsequent RA bill.

- Method statement along with Job Safety Analysis to be submitted at least 15 days in advance before starting of any activity.

Prior information of high risk jobs as planned shall be informed with short details of the work, job safety analysis report to the Engineer Incharge at least 48 hours before starting of such jobs.

High risk jobs like fabrication at height, lifting and shifting, erection of equipments etc shall be video recorded by the contractor.

- The contractor shall provide and maintain all lights, guards, fencing, warning sign, caution boards, other safety measures and provide for vigilance as and where necessary or as required by the Engineer-In-Charge or by any duly constituted authority for the protection of workers or forthe 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.

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.
- 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 telephone no 08242882192 / 2191 / 2194 / 2771 / 2731".
- 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.

Tippers/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. 6 m, 20m, 40m, and 60 m), Safety nets and Safety Belts (Full Body Safety Harness) (ISI approved).
- 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 bamboo 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.
- 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.

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 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 man-holes. 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.
- 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. Incase 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** :

- 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

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.

- 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. Incase 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 / H_2S 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).
- 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 Explosimters, 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** :

- 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 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

(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 won 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.
- 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 me 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. 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.
- 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. Incase 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 existinginstallations, thorough inspection shall be made by Contractor's Electrical Engineer before the new system or new extension is put in use.
- 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 infront of Panels / Distribution Boards as per Indian Standrads.
- 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.
- 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 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. Incase contractor does not comply, it will be done by MRPL and four times the cost of repair will be back charged to contractor.

- Incase 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.
- 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 sift and before commencing of work after lunch break by the concerned Engineer.

33. LIST OF PERSONAL PROTECTIVE EQUIPMENTS

The contractor must poses 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.

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

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 Rs2500/- Second occasion Rs 5000/- Third occasion Rs 10000/- In addition to other expenses borne by contractor towards treatment. Existing Policy : none
2	Reportable Lost Time Incident (RLTI)- No reporting to duty within 48 hrs	First occasion Rs10000/- Second occasion Rs 25000/- Third occasion Rs 50000/- 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 Existing Policy : none
5	Vehicle Accident -Vehicle damaging Property or Vehicle to Vehicle Accident.	Rs.25000/- 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. 1000/- 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 Rs2500/- Second occasion Rs 5000/- Third occasion Rs 10000/- 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	Rs. 1,000/- per occasion.

Page 2 of 4

17/10/19

	areas.	
13	Use of domestic/commercial LPG cylinder for cutting purpose	Rs. 1,000/- per occasion.
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 1.5 m away from the excavated area.	Rs. 2000/- per occasion.
16	Wrong parking of vehicles or parking the vehiclesat 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.	1. The driver will be removed and gate pass will be withdrawn. 2. Contract will be cancelled upon repeated three violations.
26	Overtaking of vehicles while driving inside refinery.	1. The driver will be removed and gate pass will be withdrawn. 2. Contract will be cancelled upon repeated three violations.

Page 3 of 4

27/10/19

27	Driving of vehicle without valid license.	First occasion Rs1000/- Second occasion Rs 2000/- 1. The driver will be removed and gate pass will be withdrawn. 2. Contract will be cancelled upon repeated three violations.
28	Driving vehicle without PESO approved or PESO approved but damaged spark arrester.	1. The driver will be removed and gate pass will be withdrawn. 2. Contract will be cancelled upon repeated three violations.
29	Driving vehicle on "NO ENTRY ROADS".	1. The driver will be removed and gate pass will be withdrawn. 2. Contract will be cancelled upon repeated three violations.
30	Denying to produce the photo Gate Pass on demand.	1. Rs.500/- per person per occasion
31	Contract worker found drunk/intoxicated state inside the refinery	1. Rs.15000 / - per person per occasion.

Page 4 of 4

17/10/19

44. 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.
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.

Sl. No.	Procedure	Action plan
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.

ANNEXURE - IX: MRPL DOCUMENTATION PROCEDURE

ONGC एमआरपीएल MRPL	MANGALORE REFINERY AND PETROCHEMICALS LIMITED	
	PROCEDURE FOR FINAL DOCUMENTATION	SPC00009 Rev.0

ONGC एमआरपीएल MRPL

SPC-000009

0	01/09/2015	Revised, Renumbered and Reissued	HP	AC	KH
Rev No	Rev Date	Description	Prepared By	Checked By	Approved By

SPC00009	0	1000183908	Page 1 of 7
Doc. No.	Rev	SAP/DMS/DIR	PAGE

	MANGALORE REFINERY AND PETROCHEMICALS LIMITED	
	PROCEDURE FOR FINAL DOCUMENTATION	SPC00009 Rev.0

1. OBJECTIVE

1.1 This procedure provides general guidelines to compile and submit the Final Documents to MRPL by any agency executing a specific job against a W.O. or a P.O. issued by MRPL or by any agency on behalf of MRPL

1.2 Final Document as per these guidelines shall be prepared ***in addition*** to the documents issued during project execution (construction documents), which is normally released in piece meal basis while the job is in progress.

1.3 This is a general guideline for all projects of MRPL, however any addition or deletion of the clauses based on the specific project requirement shall be approved by PMC or the Engineer-in-charge of MRPL. An approved deviation note shall be furnished for this purpose.

2. COMPONENTS OF THE FINAL DOCUMENTS

2.1 *BASIC DESIGN & EXTENDED BASIC DESIGN PACKAGES*

Basic and extended design packages shall be compiled and the revision control shall be maintained by the respective PMC or the similar agency of the project. At the completion of the project complete and updated sets of design packages with all latest revisions shall be handed over to MRPL.

2.2 *MASTER INDEX FOR DOCUMENTS & DRAWINGS*

2.2.1 These shall be treated as a key document for reviewing completeness of the documentation at any point of time. It shall show details of documents/ drawing applicable for any equipment / system / service. Master Drawing/Document Index shall have following columns :-

Unit	Job No	Doc Folder No.	Sr. No.	Drw./Doc. No.	Rev.	No of Sheet	Equip.	Drawing Title	Remarks

Rev	Date	Prepared by	Checked by	Approved by PMC/Consultant	Approved by MRPL

2.2.2 A detailed list of PO/Contract to be furnished to MRPL Engineering Documentation Centre to ensure that documentation of equipment / contract is/are submitted in totality.

2.2.3 A complete list of drawings and documents including document control index to be submitted ***in addition to clause 2.2.1***.

2.3 *SECTIONS OF THE FINAL VENDOR/ENGINEERING DOCUMENT FOLDER*

2.3.1 Section A : Contents

Shall have following columns:-

Sr. No.	Drawing No.	Rev.	No of Sheet	Equipment	Drawing Title	Digital file name (SOFTCOPY)

This content to be certified by the PMC/Consultant/Engineer-in-charge of MRPL for its completeness in all respects.

2.3.2 Section B : Technical Documents/Drawings

An approved Vendor Data Requirement Sheet (VDR) shall be obtained from PMC / Engineer-in-charge of MRPL under following headings and drawings and documents shall be submitted accordingly.

B1-Mechanical

B2-Electrical

B3-Instrumentation

B4-Civil / Structural

B5-Process Engineering

B6-Any Others

2.3.3 Section C : Inspection and Test Records including IBR/Statutory certificates

2.3.4 Section E : As built drawings

In this section asbuilt drawings for all site fabricated items, engineering drawings like process, piping, civil, electrical, instrumentation, plot plan, line schedules, pipe supports index/register, piping isometrics, fire fighting etc. shall be compiled in an orderly manner.

1. The file format shall be labeled as mentioned in section 3
2. All as built drawings shall be approved by authorised signatory of (with sign & seal)

2.3.5 Section G : Digital Copy

1. Two sets of digital copies shall be submitted in CD/DVD with proper lable. If size of the total files of a PO/Equipment is crossing more than 20GB same to be submitted in external hard disk.

2. All drawings shall be on the latest version of AutoCAD. If drawing is prepared in other format same need to be converted in to the latest AutoCAD version..

3. Caeser II / PVElite : Native files of engineering documents/drawings prepared using Caeser II / PVElite shall be submitted in soft copies.

4. Operating manuals and others documents shall be on MS Word / Excel or on searchable pdf. format. Soft copy should have separate files as per clause no. 2.3.1 contents of the document folder.

5. Hand written/filled test reports to be submitted in pdf format.

6. Radiography films preferably to be submitted in digital format.

2.4 FIELD INSPECTION DOCUMENTATION

2.4.1 A detailed index to the content shall be available at the beginning of each file

2.4.2 Each inspection reports shall be indexed with the report number and number of pages

2.4.3 All Documents/Reports shall be approved in its totality by stamping & signing the Master Indexes as per section 2.2.1.

2.4.4 Radiography films shall be indexed and included with the final documentation package.

2.4.5 All radiographic films shall be put in an aluminum box/container with lock and key.

2.4.6 As built drawings if any shall be compiled as per section 2.3.6

2.4.7 Digital Copy : as per clause no. 2.3.7

3. FILE FORMAT OF DOCUMENTATION FOLDER

3.1 **Filing** : As far as possible separate folder has to be prepared for each equipment / system / service, however if documentation for a particular equipment / system /service are required to be filed in more than one files due to the volume, identical folder no. suffixing numbers of files e.g. 1/5, 5/5 etc shall be mentioned. On the other hand if the volume of documentation is less

one folder may be used for more than one equipment of the same group, e.g. two or more pumps may be filed in one file, but not pumps, compressors, exchanger etc in one single file.

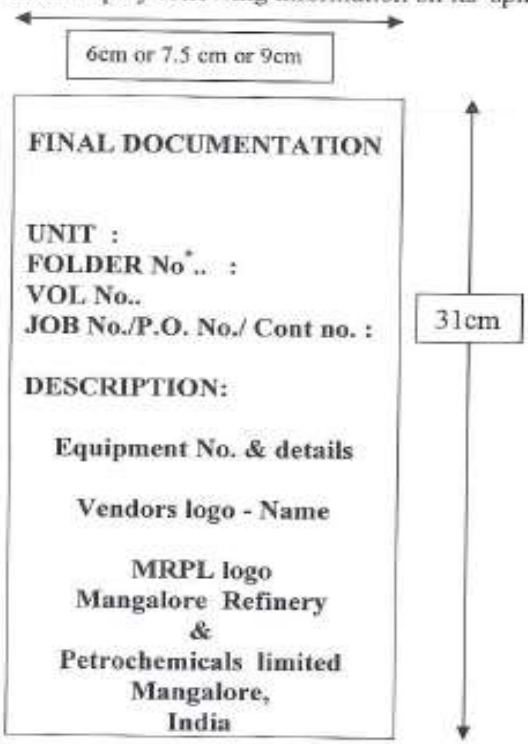
3.2 **Drawing Filing** : Each single drawing shall be put in separate transparent **A/4 size** drawing pouch and shall not be punched.

3.3 **File size** : All documents and drawings shall be compiled in A4 size file(s) (28cm x 31cm), with 2-clips. Width of the file can be, 6.0 cm or 7.5 cm or 9.0 cm. based on the volume of documents

3.4 **Document size** : The documents / drawings submitted in file shall be in its original size (A0/A1/A2/A3/A4), and to be folded in A4 size to accommodate in the A4 size drawing pouch as mentioned in 3.2.

3.5 **Digital Copies** : Each single CD/DVD shall have proper lables and to be filed in a separate distinct section of the document folder.

File label : Each file shall display following information on its spine.



* To be provided in consultation with PMC / MRPLEngineering Documentation Centre.

4. SUBMISSION OF DOCUMENTS

4.1 All final documents duly compiled by this procedure alongwith deviation note as mentioned in section 1.3 shall be handed over to MRPL Engineering Documentation Centre through PMC / consultant / Engineer-in-charge of the project.

4.2 Completion Certificate from PMC/Consultant/Engineer-in charge, as per following format shall be attached in all document folder

---

COMPLETION CERTIFICATE OF FINAL DOCUMENTATION

Name of Supplier/ Contractor :

Customer :

Project :

Project No. :

Purchase Order No./ Contract No. :

Purchase Requisition No./ Tender No. : Rev.No.:

Name of the work/Equipment :

MRPL Equipment Tag. No. :

Supplier's / Contractor's Works Order No. :

No of files :

Certified that the Engineering Documents / Manufacturing & Test Certificates submitted by the supplier are duly checked by us and found complete in all respect in accordance with the final documentation procedure No. SPC-000009 and approved VDR (clause 2.3.2).

Signature	:	Signature	: .....
Date	:	Date	: .....
Name	:	Name	: .....
Designation	:	Designation	: .....
Department	:	Department	: .....

Supplier /Contractor PMC/Overall contracor

4.3 Piecemeal submission shall be avoided.

4.4 If any document /drawing is required to be submitted in later date after submission of final folder, shall clearly appear in the content (section 2.3.1) with a note "LATER" duly approved by PMC / Consultant / Engineer-in charge

4.5 Number of sets of Final Documents

Sr.No.	Document Group	# Copies	Digital File
1	Basic /Extended Design Packages	6	2
2	Vendor / Engineering Documentation / Drawings (As-Built Final)	3	2
3	Final Field Inspection Reports (Documents)	1	2
4	Final Field Inspection Reports (Drawings)	3	2
5	Radiography films	1	2

VOLUME-I: COMMERCIAL SECTION

9 - PRICE PART / SCHEDULE OF RATES

9.0 PRICE PART / SCHEDULE OF RATES

PREAMBLE TO SCHEDULE OF RATES

NAME OF WORK: CIVIL & STRUCTURAL WORKS REQUIRED FOR MAKING NATURAL GAS FIRING PROVISION IN GTG1 & GTG2 OF CPP3 UNIT AT MRPL, MANGALURU

Tender No. : 3200000477

NAME OF BIDDER: M/s.....

1.0 The Schedule of Rates shall be read in conjunction with all other sections of this Bidding Document.

2.0 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.

3.0 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. including GST as applicable 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.

4.0 The quantities shown against the various items are only approximate and may vary to any extent individually subject to conditions given in General Conditions of Contract/Special Conditions of Contract.

5.0 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.

6.0 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.

7.0 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 materials, consumables, labour, supervision, tools & tackles and detailing of construction/fabrication drawings, isometric wherever required as per detail specifications and conditions of the Contract.

8.0 Bidders 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.

9.0 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’.

(SIGNATURE & STAMP OF BIDDER)

Mangalore Refinery and Petrochemicals Limited
(A subsidiary of Oil and Natural Gas Corporation Limited)

Instructions to Bidders: Complete all the Highlighted Cells before submission / uploading

Tender No:	**3200000477**
Tender Description :	E-OPEN TENDER FOR CIVIL & STRUCTURAL WORKS REQUIRED FOR MAKING NATURAL GAS FIRING PROVISION IN GTG1 & GTG2 OF CPP3 UNIT AT MRPL, MANGALURU

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)**	XXXXXXXXXX	**To be quoted in EPS**	**To be quoted in EPS**	XXXXXXXXXX
	Total Amount (Rs.) Excluding GST				XXXXXXXXXX
	Total quoted amount after considering percentage Increase/ Decrease as stated above.				XXXXXXXXXX
			Rupees XXXXXXXXX Only		

Note

1. Bidder shall quote percentage increase/decrease, maximum upto two decimal places. In case increase or decrease is not clear in terms of (+) or (-) indicated by the bidder it shall be considered as (+) and bids shall be evaluated accordingly.
2. Subject Contract is a Works contract as defined as per Sec. 2(119) of CGST Act. This works contract shall be treated as service as per Schedule II (Entry 6(a) of CGST Act and tax would be charged accordingly. Consequently GST rates, time of supply rules, place of supply rules, valuation rules as are applicable on services will apply to works contracts. While deciding whether a supply is intrastate or inter-state, the place of supply of service shall be applicable to the Works contract. Present rate of Tax for Composite supply of Works contract is 18% on the total contract price.
3. GST shall not be considered for evaluation as input tax credit shall be available to Owner as input services through this contract shall be further used for supply of Works Contract service to the Owner.

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
A	**AREA GRADING**				
A.1	Jungle clearance including uprooting of rank vegetation, grass, debris, trees and saplings of girth upto 30 cm (measured at a height of 1m above natural ground level) and disposal outside/ inside MRPL premises (as instructed by EIC). stacking of old serviceable materials and disposal of unserviceable material within a lead of 05 Km, The quoted rate shall include tools and tackles, plant and machinery, labour charges etc. and as directed by consultant/EIC.	Sq. M.	2,000	13	26,000
A.3	Cutting of trees for the girth beyond 30 cm, upto and including 60 cm (measured at a height of 1 m above natural ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material. The quoted rate to include tools and tackles, plant and machinery, labour charges etc. and as per the direction of consultant/EIC. Tree log shall be handed over to MRPL, and unserviceable material to be disposed outside MRPL premises. (obtaining forest clearance is in the scope of contractor) if required.	No.	3	380	1,140
B	**EARTH WORK**				
B.1	Earthwork in **excavatio**n **upto 1.5m** depth below existing ground level (Earthwork in excavation for a depth FGL to 1.5 m in all kinds of soils, hard soil, laterite soil, loose rock, boulders, soling etc., including taking spot levels on edges & centerline as per drawing; bailing out of water if encountered; providing shoring and shuttering if required, segregating the excavated earth in to serviceable and unserviceable earth; stacking the serviceable earth separately to reuse for backfilling or any other purpose and disposal of surplus/earth with a lead of 5 Km inside/outside MRPL premises as per instructions of consultant / EIC; Dumping area to be identified by the contractor. (theoretical volume to be considered for payment))	Cu m	1,795	255	4,57,725
B.2	Earthwork in **excavatio**n **upto 1.5 to 3.0m** depth below existing ground level Earthwork in excavation for a depth below 1.5 m to 3.0 m in all kinds of soil, hard soil, laterite soil, loose rock, boulders including taking spot levels on edges & centerline as per drawing; bailing out of water if	Cu m	100	320	32,000

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	encountered; providing shoring and shuttering if required, segregating the excavated earth in to serviceable and unserviceable earth; stacking the serviceable earth separately to reuse for backfilling or any other purpose and disposal of surplus earth with a lead of 5 Km inside/outside MRPL premises as per instructions of consultant / EIC; Dumping area to be identified by the contractor.(theoretical volume to be considered for payment)				
B.3	Earthwork in **excavatio**n **below 3.0m** depth below existing ground level Earthwork in excavation for a depth below 3.0 m in all kinds of soil, hard soil, laterite soil, loose rock, boulders including taking spot levels on edges & centerline as per drawing; bailing out of water if encountered; providing shoring and shuttering if required, segregating the excavated earth in to serviceable and unserviceable earth; stacking the serviceable earth separately to reuse for backfilling or any other purpose and disposal of surplus earth with a lead of 5 Km inside/outside MRPL premises as per instructions of consultant / EIC; Dumping area to be identified by the contractor.(theoretical volume to be considered for payment)	Cu m	10	821	8,210
B.4	Earthwork in **Hard Rock (Blasting Prohibited)** Earth work excavation for foundation, drain, sewage line, road work etc. for hard rock. required chiseling/ breaking by jack hammer at any depth including taking spot levels on edges & centerline as per drawing; bailing out of water if encountered; providing shoring and shuttering if required, segregating the excavated earth in to serviceable and unserviceable earth; stacking the serviceable earth separately to reuse for backfilling or any other purpose and disposal of rock with a lead of 5 Km inside/outside MRPL premises as per instructions of consultant / EIC; (blasting prohibited) by means of chiseling / by rock breaker etc.(theoretical volume to be considered for payment)	Cu m	10	525	5,250
B.5	**Soling** Providing hard core with hard granite stone boulders including laying packing filling interstices with good quality spalls, dry and wet consolidation with mechanical means blinding with good quality sand (cost inclusive) with all works complete for below foundation, floor, trenches, drains etc. as per specification / drawings and instruction of the engineer in charge (consolidated thickness will be paid).	Cu m	612	2,500	15,30,000

SCHEDULE OF RATES (PRE-FILLED SOR)					
Sl. No.	**Description of Items**	**Unit**	**Qty.**	**Unit Rate [INR] All-inclusive excluding GST**	**Estimated Amount [INR]**
B.6	**BACK FILLING:** Filling available excavated earth (excluding rock) at any depth in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 100 m and lift up to 1.5 m etc. as per specification and instruction of the engineer in charge.				-
B.6.i	Compaction to 95% of standard proctor density (for cohesive soil)	Cu m	100	220	22,000
B.7	**BACK FILLING with borrowed earth:** Earthwork in filling with borrow earth for all heights and depths for road embankments, shoulders or any other place as directed to proper levels, slopes, grades and camber with selected earth obtained from approved borrow areas for all leads from Complex limit including excavation of earth at borrow areas, clearing and stripping at borrow areas (if necessary) for all leads and lifts, loading, unloading, transportation etc., clearing and stripping as per specifications, cutting of trees of girth upto and inclusive of 30 cm (girth measured at a height of 1.0 M above ground level), uprooting of vegetation, roots and disposal of the shrubs, bushes, roots etc., breaking clods, spreading in layers not exceeding 20 cm loose thickness, watering, ramming and compacting with road roller to give at least 97% of max. laboratory dry density as per IS:2720 Part-VIII, providing testing apparatus and testing the degree of consolidation, dressing and levelling, etc. complete as per drawings, specifications and directions of Engineer-in-Charge. (Borrow area shall be arranged by Contractor at his own cost. The rate quoted shall include all royalties, right-of-way etc.	Cu m	10	248	2,480
C	**CONCRETE WORKS**				
C.1	Supplying and laying Nominal Mix Plain Cement Concrete 1:3:6 / M10 (with 40mm nominal size graded aggregate). Supplying and laying plain cement concrete of grade 1:3:6 with stone aggregate of 40mm down size including cost of shuttering if required in all level under foundation, floors, pipelines, pits, trenches etc., at all depths complete all as per drawings and specifications and instruction of consultant/EIC.	Cu m	195	6,130	11,95,350
C.2	Supplying and laying Design Mix Cement Concrete for **reinforced concrete** work				-
C.2.a	**For works below ground level** M-30 Grade of concrete	Cu m	750	8,070	60,52,500

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	Providing, mixing & placing RCC M30 design mix in all depth up to including plinth beam, with PPC/OPC 43, 53 grade, by using 20mm & down size graded crushed aggregate including, compaction by vibrators, curing, hacking the surface to receive plaster (excluding cost of shuttering, reinforcement) using cement of the approved brand only. Including the cost of cement, admixture, aggregate etc. excluding shuttering, reinforcement, all complete as per the specification/as directed by EIC. Job to be carried as per IS 456:2000.				
C.2.b	**For works above ground level** M-30 Grade of concrete Providing, mixing & placing RCC M30 design mix for all height with PPC/OPC 43 /53 grade, by using 20mm & down size graded crushed aggregate including, compaction by vibrators, curing, hacking the surface to receive plaster (excluding cost of shuttering, reinforcement) using cement of approved brand. Including the cost of cement, admixture etc. excluding shuttering, reinforcement. all complete as per the specification/as directed by EIC. Job to be carried as per IS 456:2002.	Cu m	55	9,470	5,20,850
C.3	Supplying and laying **Precast reinforced cement concrete** units including trench covers Providing & fixing in position precast concrete cover units of specified sizes and thick using reinforced cement concrete of grade M30 with 20mm down graded course aggregate including formwork to give fair and smooth finishes, casting, vibrating using storing providing lifting arrangement, holes for drainage purpose, loading/ unloading, transporting, complete excluding cost of reinforcement steel, all as per specification and as directed by consultant / EIC.	Cu m	5	9,652	48,260
					-
D	**REINFORCEMENT**				-
D.1	**Thermo-Mechanically Treated bars of grade Fe-500D** Supplying, fabricating and fixing in position Reinforcements steel of grade Fe-500D & more conforming to IS-1786-1985 at all levels and positions and including the cost of transport, straightening, cutting, bending, cranking, binding, welding, provision of necessary chairs and spacers, including cost of binding wire of 18 SWG labour etc., preparation of bar bending schedule as per drawings, getting the same approved etc., all complete for reinforced concrete work. Required chairs, spacers & overlaps shall not be measured and paid. As directed				-

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	by EIC.				
D.1.a	**For works below ground level** Fe 500D	MT	71	77,650	55,13,150
D.1.b	**For works above ground level** Fe 500D	MT	6.6	77,650	5,12,490
					-
E	**FORMWORK**				-
E.1	Supplying and fixing formwork				-
E.1.a	**For works below ground level** Providing and Removing Form Work to Concrete works in any height / depth by providing required wooden plywoods / M.S.sheets and centering supports, scaffolding, runners, braces, struts, wedges, bolts, nuts, washers, tie, dressing with oil temporary opening filleting for a stop, chamfered edges, internal and external splayed, rounded angles or grooves for forming throating including removing the same from the site after completion of the work etc., completed as directed by EIC - Foundations, footings, bases of columns, trenches, pit, drain, road crossing, culvert etc.	Sq m	1,370	625	8,56,250
E.1.b	**For works above ground level** Providing and Removing Form Work to Concrete works in any height / depth by providing required wooden plywoods / M.S.sheets and centering supports, scaffolding, runners, braces, struts, wedges, bolts, nuts, washers, dressing with oil temporary opening filleting for a stop, chamfered edges, internal and external splayed, rounded angles or grooves for forming throating including removing the same from the site after completion of the work etc., completed as directed by EIC - **Lintels, beams, plinth beams, girders, bressummers and cantilevers.**	Sq m	165	552	91,080
E.1.c	**For works above ground level** Providing and Removing Form Work to Concrete works in any height / depth by providing required wooden plywoods / M.S.sheets and centering supports, scaffolding, runners, braces, struts, wedges, bolts, nuts, washers, dressing with oil temporary opening filleting for a stop, chamfered edges, internal and external splayed, rounded angles or grooves for forming throating including removing the same from the site after completion of the work etc., completed as directed by EIC - **Columns, Pillars, Piers, Abutments, Posts and Struts.**	Sq m	175	735	1,28,625
E.1.d	**For works above ground level** Providing and Removing Form Work to Concrete	Sq m	75	850	63,750

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	works in any height by providing required wooden plywoods / M.S.sheets and centering supports, scaffolding, runners, braces, struts, wedges, bolts, nuts, washers, dressing with oil temporary opening filleting for a stop, chamfered edges, internal and external splayed, rounded angles or grooves for forming throating including removing the same from the site after completion of the work etc., completed as directed by EIC - Suspended floors, roofs, Weather shade, Chajjas, corbels, landings, stairs, balconies and access platform.				
F	**EMBEDDED PARTS**				
F.1	Supplying, fabricating, transporting, erecting and installing the **embedded steel sections** and plates Supplying, fabricating, transporting, erecting and installing the embedded steel parts including MS. Lugs at all levels, including surface preparation, setting material in concrete, furnishing and all handling at site, with welding, bolting, drilling, cutting, jointing, erection, embedding, holding in position, testing etc., including application of minimum 50 Micron DFT of Chlorinated rubber based Zinc Phosphate as primer coat on exposed surface, supply of all nuts / lock nuts, washers, etc., all complete as per specification, drawings and instruction of the Purchaser / Engineer.	MT	13	75,000	9,75,000
F.2	**MS foundation bolt** / bolt assembly Supplying, fabrication, transportation, delivery at site, erection, installation and alignment of MS foundation bolt / bolt assembly conforming to IS:2062 and grade 1 of IS:432 in concrete, along with nuts, lock nuts (as per IS:1363, 1364 and IS:3138), washers, anchor plates, stiffener plates, protection to threaded portion, pipe sleeves, templates, preparation of fabrication drawing and getting the same approved etc., up to and including 80 mm diameter and upto and including 3000mm length, including all labour, material, equipment, handling, transportation, welding, cutting, grinding, threading, drilling etc., all complete, as per specification, drawings and instructions of the Purchaser / Engineer.	MT	0.1	75,000	7,500
					-
G	**GROUTING**				-
G.1	Supplying and laying GP2 grouting in block-outs, pockets, foundation bolt holes and underside of base plates (including cost of shuttering wherever	Cu m	3.5	50,000	1,75,000

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	necessary) at all levels and as per Drawings, Specifications and directions of consultant / EIC.				
					-
H	**JOINT FILLER**				-
H.1	Supplying and installation of bitumen impregnated fibre board conforming to IS:1838 as joint filler at joints in concrete, including nailing, coating of both faces with coal-tar pitch/bitumen, labour, materials and equipment, etc. all complete as per specification, drawings and instructions of the Purchaser / Engineer.				-
H.1.a	12 mm thick	Sq m	440	475	2,09,000
H.1.b	25 mm thick	Sq m	5	645	3,225
					-
I	**DISMANTLING, CHIPPING AND MAKING AND OPENING IN RCC AND PCC**				-
I.1	**Dismantling** concrete work (both PCC, RCC of all grades, RR masonry, Brick Masonry) for all types of structures at all levels, including all labour, equipment, scaffolding, staging, stacking of serviceable material upto a lead of 500 m and disposal of unserviceable material upto a lead of 2 Kms beyond the plant boundary or as directed by the Purchaser / Engineer, cutting of reinforcement, propping, shoring, enclosures, including all labour, material, equipment, handling, transportation, etc., all complete, as per specifications, drawings and instructions of the Purchaser / Engineer.	Cu m	50	2,534	1,26,700
I.2	**Chipping** of Cement Concrete work (both PCC and RCC) for all type of structures at all levels, for making grooves, removing surface concrete etc., according to shapes, sizes and profiles as shown on the construction drawings, stacking of serviceable material upto a lead of 500 m, disposal of unserviceable material upto a lead of 2.00 Kms. beyond the plant boundary or as directed by the Purchaser / Engineer, cutting of reinforcement, including all labour, equipment, scaffolding, staging, handling, transportation, propping and shoring, enclosures, etc., all complete, as per specifications, drawings and instructions of the Purchaser / Engineer.	Cu m	2	5,500	11,000
I.3	**Making of Circular opening** of diameter varying from 25 mm to 150 mm and depth upto 450 mm in cement concrete work (both PCC and RCC) of all grades, for all type of structures, at all levels and for	Sq m	2	9,800	19,600

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	all positions, by coring using diamond bits for pockets / thorough opening according to size as shown on the construction drawings, stacking of serviceable material upto a lead of 500 m, disposal of unserviceable material upto a lead of 2.00 Kms beyond the plant boundary or as directed by the Purchaser / Engineer, finishing neatly the surface area of cement concrete exposed after creation of circular opening including all labour, equipment, scaffolding, staging, handling, transportation, propping and shoring, enclosures, etc., all complete, as per specifications, drawings and instructions of the Purchaser / Engineer.				
I.4	**Making of slit type opening of rectangular**, square and or similar shape of varying size (in plan) and depth upto 450 mm in cement concrete work (both PCC and RCC, cutting of reinforcement) of all grades, for all type of structures, at all levels and for all positions, by sawing using wall saw machine with diamond bits, according to size as shown on the construction drawings, locating the reinforcement before making the opening, by use of rebar detector and obtaining specific clearance from the Purchaser / Engineer, if the cutting of the reinforcement bar are involved in the making of the opening, stacking of serviceable material upto a lead of 500 m, disposal of unserviceable material upto a lead of 2.00 Kms beyond the plant boundary or as directed by the Purchaser / Engineer, finishing neatly the surface area of cement concrete exposed after creation of opening including all labour, equipment, scaffolding, staging, handling, transportation, propping and shoring, enclosures, etc., all complete, as per specifications, drawings and instructions of the Purchaser / Engineer.	Sq m	2	9,800	19,600
I.5	**Dismantling of erected structural steel members** Dismantling of erected structural steel members/platforms/handrails at any elevation, lowering of material and carriage of dismantled material up to field fabrication shop or return to owner's store, including temporary dismantling, cutting, re-welding, supporting and restoring to correct position of all temporarily dismantled members, realignment of adjacent connected members to their correct position, (weight of such temporarily dismantled and adjacent members not to be paid), including all labour, material, equipment, handling, transportation, testing all complete, as per specifications, drawings and instructions of Purchaser / Engineer.	MT	1	35,000	35,000

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
I.6	**Re-erection of dismantled fabricated structural steel members/platforms/handrails** requiring addition to, alteration in and / or modification, (dismantling and additions to, alterations in and / or modification to be paid separately under relevant items), including all labour, material, equipment, handling, transportation, carriage of modified "Erection Marks" from the field fabrication shop to erection site, raising to required levels, aligning in position, tack welding, final welding, touch up painting, including temporarily dismantling, cutting, rewelding, supporting and restoring to the correct position of all temporarily dismantled members, realignment of adjacent connected members to the correct position, (Weight of such temporarily dismantled and adjacent members not to be paid), etc., all complete, as per specifications, drawings and instructions of the Purchaser / Engineer.	MT	1	45,000	45,000
I.7	**Fixing Galvalume sheet** Providing and fixing colour coated Galvalume metal sheet as per IS 1397 of approved manufactures, of approved colour and profile at all levels using 0.5mm total coated thickness, alloy coating class AZ150, zinc-aluminium alloy coating mass not less than 150 gms/sq.m (both sides) 550MPa yield strength roofing sheets fixed on to purlin with joints overlapped or fastened using 5.5mm dia., 65 mm long self drilling and self tapping fasteners having mechanically platted zinc tin coating (25-30% tin balance zinc) of minimum thickness of 45 microns confirming to corrosion resistant class 3 as per IS 3566 (ITW Buildex or corroshield make) with EPDM bonded metal washers, side laps, capping and flashing fastened with self drilling stitching screws at spacing not exceeding 500mm including ridges of similar type, corner, curved sheets complete as directed by EIC.	Sq m	200	1,120	2,24,000
I.8	**Dismantling of Sheets** Dismantling Roofing/Galvalume including Ridges, Hips valleys, Masonry work above the sheets and gutters etc., and stacking the servisable materials at MRPL scrap yard or at location shown by EIC within the refinery.	Sq m	200	105	21,000
I.9	**Scaffolding above 24M height** Scaffolding work with Contractor Scaffolding materials (scaffolding pipes, metallic gratings, clamps & END cap for pipe) including dismantling of scaffolding after work completion and transportation above 24m	Cu m	2,000	60	1,20,000
					-
J	**ROAD WORK**				-

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
J.1	Box cutting in roads for all types of soil after clearing vegetations, compacting by vibratory roller to minimum 95% standard Proctor density at optimum moisture content including all labour, material, equipment, handling, transportation all complete as per specifications, drawings and instructions of the Engineer.	CUM	10	180	1,800
J.2	Supplying and laying PCC edge block with grade of minimum M25 and dimension 450(L)X500(D)X200(T) mm (min.) at both sides of the road and median of roads as per drawing, laid over 1 (cement):6(coarse sand) cement mortar, including excavation, compaction, disposal of extra earth upto 500m lead, materials, labour etc. all complete as per drawings, specification and the direction of the Engineer.	RM	5	680	3,400
J.3	Supplying and laying 25mm thick seal coat of premixed fine aggregate, over prepared surface of road including mixing binder (IS: 73) with aggregate, rolling and finishing with road roller including all labour, materials, equipment, handling, transportation, testing, etc. all complete as per specification, drawings and instruction of the Purchaser / Engineer.	Sq m	5	320	1,600
J.4	Supplying and laying, 75mm thick Bitumen premix carpet including tack coat using crushed stone aggregates as per IRC specification premixed with bitumen as per IS: 73 and laid using paver equipment (by employing hot mix plant and sensor paver) including consolidation with road roller, including tack coat, all labour, materials, equipment, handling, transportation, testing, etc. all complete as per specification, drawings and instruction of the Purchaser / Engineer.	Sq m	5	733	3,665
J.5	Supplying and laying, Bitumen Macadam surface course of 50mm compacted thickness using crushed stone aggregates as per IRC specification premixed with bitumen grade 80/100 @ 4% by weight of total mix and hot mixing, laid using paver equipment including consolidation with road roller, including tack coat, all labour, materials, equipment, handling, transportation, testing, etc. all complete as per specification, drawings and instruction of the Purchase / Engineer.	Sq m	5	380	1,900
J.6	Providing, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm) Wet Mix Macadam (WMM) **to** specification including premixing the material with water at OMC in mechanical mix plant carriage of mixed method of tripper to site in for all leads & lifts, laying in uniform layers with mechanical paverfinisher in sub- base /				-

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, all complete as per specifications (MORTH specification no.406) and directions of Engineer-in-Charge.				
J.6.a	a. Grade I (in 75mm thick layers)	CUM	1	2,455	2,455
J.6.b	b. Grade II (in 100mm thick layers)	CUM	1	2,455	2,455
J.7	Providing and applying prime coat with S. S. 1 grade bitumen emulsion on a prepared granular surface such as WMM/WBM at the rate of 0.60 kg / Sqm using mechanical means all complete as per specification.	SQM	5	42	210
J.8	Providing and laying 60mm thick factory made rubber moulded anti-skid cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction and of approved size and design/ shape laid in required colour and pattern over and including 50mm thick compacted bed of course sand, filling the joints with coarse sand etc. all complete as per the direction of Engineer-in-charge. (Approved of sample to be taken before executing the job.)	SQM	5	804	4,020
J.9	Providing and applying 2.5 mm thick road marking strips (retroreflective) of specified shade/ colour using hot thermoplastic material by fully/ semi-automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	SQM	26	313	8,138
					-
K	**MISCELLANEOUS ITEMS**				-
K.1	Providing and placing 20 Dia. Rebar in existing concrete (HILTI ANCHORED)	Nos.	20	1,000	20,000
K.2	Providing and placing anchoring 16 Dia. Rebar in existing concrete (HILTI ANCHORED)	Nos.	20	1,000	20,000
K.3	Supplying, fabrication, erection, alignment, welding, etc, of mild steel handrailing including 32 NB (medium class MS pipes) - top rail, middle rail, posts spaced at 1500mm c/c and toe plates (100 x 8mm thick) as per drawings including mild steel cleats/fasteners at all levels, including all labour, material, equipment, handling, transportation, cutting,	RM	70	2,000	1,40,000

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	bending, welding, fastening, preparation and checking of fabrication drawings, and getting the same approved, site fabrication, testing etc., all complete, as per specifications, drawings and instruction of the Purchaser/Engineer In Charge.				
K.4	Cage Ladder as per design drawing, The quoted rate shall include material supply, fabrication, transportation & installation (Cage ladder shall be approximately 6m high and shall be as per design drawings)	MT	0.4	75,000	30,000
K.5	Providing and constructing Laterite Block masonry in CM 1:5, cut, dried and dressed approved LATERITE blocks with minimum crushing strength of 35 kg/sq.cm, including racking out joints, scaffolding, curing etc complete, as per drawing and as directed by EIC.	CUM	5	6,490	32,450
L	**Steam Tap-off from existing LP steam line**				
L.1	Cutting of existing 4" LP steam CS pipe for providing tap-off by grinder or hacksaw.	Inch Dia	8	150	1,200
L.2	Cutting of 4" spool piece	Inch Dia	4	150	600
L.3	Edge preparation for weld joint.	Inch Dia	28	200	5,600
L.4	Erection of 4" Tee, 4" Spool piece, 4" flanges and 4" valve including weld fit up.	Lump sum	1	5,000	5,000
L.5	Welding joints (IBR).	Inch Dia	16	650	10,400
L.6	100% Radiography of 4" LP pipe line joints.	Inch Dia	16	330	5,280
L.7	Removing existing insulation with cladding for cutting existing 4" pipe.	SQ. m	1	450	450
L.8	Application of new insulation for Tee, Spool Piece and valve. (75 mm thickness). with cladding, wire mesh, straps, bands, binding material , lacing, screws, sealant, insulating cement, finishing cement shall be provide as required.	SQ. m	1.5	2,500	3,750
M	**Nitrogen Tap-off from existing Nitrogen line**				
M.1	Cutting of existing 2" Nitrogen CS pipe for providing tap-off by grinder or hacksaw.	Inch Dia	4	150	600
M.2	Cutting of 2" spool piece	Inch Dia	2	150	300
M.3	Edge preparation for weld joint.	Inch Dia	14	200	2800
M.4	Erection of 2" Tee, 2" spool piece, 2" flanges and 2" valve including weld fit up.	Lump sum	1	5,000	5000

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
M.5	Welding joints.	Inch Dia	8	375	3000
M.6	100% Radiography of 2" Nitrogen pipe line joints.	Inch Dia	8	330	2640
N	**New Fire Hydrant line and re-routing of the existing fire Water**				
N.1	Cutting of spool piece (New pipe piece)	Inch Dia	70	150	10500
N.2	Edge preparation for weld joint.	Inch Dia	500	200	100000
N.3	Welding joints.	Inch Dia	252	550	138600
N.4	100% DPT for fire line.	Inch Dia	252	120	30240
N.5	Erection of fire pipe and fittings including weld fit up excluding foundation (excluding welding, edge preparation & DPT)	Per Ton	4	26,000	104000
N.6	Erection of fire hydrant valve, isolation valve, flanges, & placing of fire extinguisher (with support)	Lump sum	1	30,000	30000
N.7	Shifting of existing fire water monitor assembly from existing fire line to new fire line. (including dismantling, and re-assembling)	Lump sum	1	15,000	15000
N.8	Erection of support including cutting, fit up and welding.	Lump sum / ton	0.5	30,000	15000
N.9	Application of paint for piping and supports. (including paint and other consumable)	Per Sq. m	75	550	41250
O	**General**				
O.1	Dismantling (debolting cutting by hacksaw etc.), Removing, Handling and Disposal of existing piping and support structure.	Per ton	2	32,500	65000
P	**Shifting of lighting Pole**				
P.1	Dismantling (debolting etc.), Removing, Handling and Disposal of existing lighting pole and removing the foundation if required	Lump Sum	1	10,000	10000
P.2	Re-assembling the lighting pole along associated electrical and mechanical works (excluding foundation & foundation bolts)	Lump Sum	1	15,000	15000
Q	**Estimated Mechanical Material Quantity.**				
Q.1	PIPE Size: 4 INCH/ Schedule: STD with BE. Material is ASTM A106 GRADE B following dimension std.	Piece (6 M)	1	9,400	9400

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	ASME B36.10M (Material as per IBR requirement) *(Un-utilized piece to be submitted to MRPL with IBR material certificate)*				
Q.2	EQUAL TEE Size: 4 INCH/ Schedule: STD with BW. Material is ASTM A234 GRADE WPB following dimension std. ASME B16.9 (Material as per IBR requirement)	Numbers	1	825	825
Q.3	GATE VALVE Size: 4 INCH/ Schedule: STD with FLANGED. Material is ASTM A216 GRADE WCB following dimension std.API-600 (Material as per IBR requirement)	Numbers	1	18,750	18750
Q.4	RF WELD NECK FLANGE Size: 4 INCH/ Class: CLASS 150 with WN. Material is ASTM A105 following dimension std. ASME B16.5 (Material as per IBR requirement)	Numbers	2	1,800	3600
Q.5	METALLIC GASKET, SPIRAL WOUND Size: 4 INCH/ Class: CLASS 150 with -. Material is SS 316 + GRAFOIL FILL following dimension std. ASME B16.20 (Material as per IBR requirement)	Numbers	2	300	600
Q.6	GATE VALVE Size:3 INCH/ Schedule: STD with FLANGED. Material is ASTM A216 GRADE WCB following dimension std.API-600 (Material as per IBR requirement)	Numbers	3	13,500	40500
Q.7	RF WELD NECK FLANGE Size: 3 INCH/ Class : CLASS 150 with WN. Material is ASTM A105 following dimension std. ASME B16.5 (Material as per IBR requirement)	Numbers	6	1,650	9900
Q.8	METALLIC GASKET, SPIRAL WOUND Size : 3 INCH/ Class : CLASS 150 with -. Material is SS 316 + GRAFOIL FILL following dimension std. ASME B16.20 (Material as per IBR requirement)	Numbers	6	300	1800
Q.9	STUD BOLT with : 5/8 INCH-- Material is ASTM A193 GRADE B7 (GALV.) following dimension std. ASME B18.2.1 (Material as per IBR requirement)	Numbers	40	87	3480
Q.10	HEAVY HEX NUT with : 5/8 INCH-- Material is ASTM A194 GRADE 2H (GALV.) following dimension std. ASME B18.2.2 (Material as per IBR requirement)	Numbers	80	12	960
Q.11	PLAIN WASHER with : 5/8 INCH-- Material is ASTM F436, TYPE 3 (GALV.) following dimension std. ASME B18.21.2 (Material as per IBR requirement)	Numbers	80	3	240
Q.12	WRAPPING AND COATING - As per specification	Sq.Meter Area	10	700	7000
Q.13	PIPE Size: 2 INCH/ Thickness : HEAVY with BE. Material is IS 1239 (BLACK) PART-1 following dimension std.IS 1239 PART-1 (Un-utilized piece to be submitted to MRPL)	Piece (6 M)	1	3,500	3500
Q.14	EQUAL TEE Size: 2 INCH/ Thickness : HEAVY with BW. Material is ASTM A234 GRADE WPB following dimension std.ASME B16.9	Numbers	1	260	260

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
Q.15	GATE VALVE Size: 2 INCH/ Class : CLASS 150 with FLANGED. Material is ASTM A216 GRADE WCB following dimension std.API-600	Numbers	1	9,100	9100
Q.16	RF SLIP ON FLANGE Size: 2 INCH/ Class : CLASS 150 with SO. Material is ASTM A105 following dimension std.ASME B16.5	Numbers	2	351	702
Q.17	NON ASBESTOS GASKET Size: 2 INCH/ Class : CLASS 150 with -. Material is NON ASBESTOS, BS7531 GRADE X following dimension std.ASME B16.21	Numbers	2	260	520
Q.18	STUD BOLT with : 5/8 INCH-- Material is ASTM A193 GRADE B7 (GALV.) following dimension std. ASME B18.2.1	Numbers	8	87	696
Q.19	HEAVY HEX NUT with : 5/8 INCH-- Material is ASTM A194 GRADE 2H (GALV.) following dimension std. ASME B18.2.2	Numbers	16	12	192
Q.20	PLAIN WASHER with : 5/8 INCH-- Material is ASTM F436, TYPE 3 (GALV.) following dimension std. ASME B18.21.2	Numbers	16	3	48
Q.21	PIPE Size : 12 INCH/ Thickness : 6 MM with BE. Material is IS3589 GR 410 (BLACK) following dimension std.IS 3589	RM	42	5,120	215040
Q.22	PIPE Size : 6 INCH/ Thickness : HEAVY with BE. Material is IS1239 (BLACK) PART-1 following dimension std.IS 1239 PART-1	RM	15.25	2,160	32940
Q.23	PIPE Size : 4 INCH/ Thickness : HEAVY with BE. Material is IS1239 (BLACK) PART-1 following dimension std.IS 1239 PART-1	RM	50.5	1,460	73730
Q.24	90 DEG LR ELBOW Size : 12 INCH/ Thickness : 6 MM with BW. Material is ASTM A234 GRADE WPB following dimension std. ASME B16.9	Numbers	4	6,728	26912
Q.25	90 DEG LR ELBOW Size : 4 INCH/ Thickness : HEAVY with BW. Material is ASTM A234 GRADE WPB following dimension std. ASME B16.9	Numbers	6	585	3510
Q.26	CONCENTRIC REDUCER Size : 6 INCH X 4 INCH/ Thickness : HEAVY with BW. Material is ASTM A234 GRADE WPB following dimension std. ASME B16.9	Numbers	1	520	520
Q.27	RF SLIP ON FLANGE Size : 4 INCH/ Class : CLASS 150 with SO. Material is ASTM A105 following dimension std. ASME B16.5	Numbers	2	910	1820
Q.28	GRAPHITE GASKET Size : 4 INCH/ Class : CLASS 150 with -. Material is GRAPHITE GASKET WITH SS 316 TANGED INS, RING following dimension std. ASME B16.21	Numbers	3	260	780
Q.29	DOUBLE HEADED HYDRANT VALVE OBLIQUE FEMALE TYPE Size: 63 MM OUTLET/ Class : CLASS 150 with FLANGED. Material is SS304/SS316 following dimension std.IS 5290	Numbers	1	13,000	13000
Q.30	GATE VALVE Size : 4 INCH/ Class : CLASS 150	Numbers	1	17,550	17550

SCHEDULE OF RATES (PRE-FILLED SOR)

Sl. No.	Description of Items	Unit	Qty.	Unit Rate [INR] All-inclusive excluding GST	Estimated Amount [INR]
	with FLANGED. Material is ASTM A216 GRADE WCB following dimension std.API-600				
Q.31	PORTABLE FIRE EXTINGUISHER with : 9 Kg.- following dimension std.IS 15683	Numbers	2	5,850	11700
Q.32	FIRE HOSE REEL with : 63 MM X 15 M LONG-- Material is Reinforced Rubber Lined following dimension std.IS 636	Numbers	2	10,400	20800
Q.33	HOSE CABINET - TYPE II - As per specification	Numbers	1	6,500	6500
Q.34	MOC: Branch Pipe: SS316 (Gr 4 of IS:3444) (Both Ends) Nozzle : SS316 (Gr 4 of IS:3444), Size: Min 16mm & Max 25m -2 Nos. Universal Branch Pipe Confirming To IS:2871, End Hose Coupling With Triple Purpose Nozzle Conforming To IS:903	Numbers	1	5,200	5200
Q.35	STUD BOLT with : 5/8 INCH-- Material is ASTM A193 GRADE B7 (GALV.) following dimension std. ASME B18.2.1	Numbers	12	87	1044
Q.36	HEAVY HEX NUT with : 5/8 INCH-- Material is ASTM A194 GRADE 2H (GALV.) following dimension std. ASME B18.2.2	Numbers	24	12	288
Q.37	PLAIN WASHER with : 5/8 INCH-- Material is ASTM F436, TYPE 3 (GALV.) following dimension std. ASME B18.21.2	Numbers	24	3	72
Q.38	ROCK WOOL INSULATION Size: 75 MM THICKNESS/ Schedule : - with -. Material is ROCK WOOL (IS 8183 – 1993 Gr.4) - As per specification	Sq.m Area	1.5	586	879
Q.39	PAINTING - As per specification	Sq.m Area	75	2,210	165750
R	**Cable trays and conduits Quantity**				0
R.1	300mm width perforated type straight run cable tray along with accessories including coupler plates (2.5 mtr. length trays) - As per specification	Numbers	74	833	61642
R.2	Cover along with accessories for 300mm perforated type cable tray (2.5 mtr. length covers) - As per specification	Numbers	74	667	49358
R.3	Horizontal Bend of 600mm bending radius along with coupler plates for 300mm perforated type cable tray - As per specification	Numbers	8	2,700	21600
R.4	Vertical Down of 600 mm bending radius along with coupler plates for 300mm width perforated type cable trays - As per specification	Numbers	4	2,253	9012
R.5	Vertical Up of 600 mm bending radius along with coupler plates for 300mm width perforated type cable trays - As per specification	Numbers	4	2,253	9012
R.6	150mm width ladder type straight run cable tray along with accessories including coupler plates - Type1 (2.5 mtr. length trays) - As per specification	Numbers	76	523	39748

SCHEDULE OF RATES (PRE-FILLED SOR)					
Sl. No.	**Description of Items**	**Unit**	**Qty.**	**Unit Rate [INR] All-inclusive excluding GST**	**Estimated Amount [INR]**
R.7	Cover along with accessories for 150mm width - As per specification ladder type cable tray - Type1 (2.5 mtr. length covers) - As per specification	Numbers	76	355	26980
R.8	50mm width perforated type straight run cable tray along with accessories including coupler plates (2.5 mtr. length trays) - As per specification	Numbers	300	273	81900
R.9	Cover along with accessories for 50mm perforated cable tray (2.5 mtr. length covers) - As per specification	Numbers	300	147	44100
R.10	100 Mm Dia GI Conduit - (Grade-Medium as per IS1239)	RM	20	1,361	27220
R.11	50 mm Dia GI Conduit - (Grade-Medium as per IS1239)	RM	90	603	54270
				Total	**2,10,86,988**