

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

(A wholly-owned subsidiary of OIDB),

Ministry of Petroleum & Natural Gas

ISPRL, Chandikhol

E-mail: rasmikant.jena@isprlindia.com/choudhary.ajit@isprlindia.com



TENDER NO: ISPRL/CKL/SURVEY/25-26/01

**BIDDING DOCUMENT FOR CONTOUR SURVEY & ASSOCIATED
JOBS AT DANKARI HILL, CHANDIKHOL
THROUGH OPEN TENDER**

INDEX

NAME OF WORK: Contour survey and associated jobs at Dankari Hill, Chandikhol, Odisha.

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NOTICE INVITING TENDER

S .No	Description	Details /Dates /Time
1	Tender type	Open(E-Tender)
2	Bid type	Two bid system
3	Offer Validity	60 days from bid closing date
4	Time Period	02 (Two) Months from the date of issue of Letter of Acceptance(LOA The date of final submission of Detailed Survey Report shall be the date of completion.
5	EMD	Rs. 30,000/- (Rupees Thirty Thousand Only)
6	Website for e-tender	https://isprl.ewizard.com/
7	Tender document start date	07-08-2025
8	Last date and time of submission of bid documents	28-08-2025 @15:00 Hours
9	Date and time of Opening of bid	28-08-2025 @16:00 Hours
10	Bid Opening Place	ISPRL-HO, Noida
11	Contact Person	R K Jena, CM (T)
12	Contact Number	9776485007

1.0 ISPRL DETAILS

Indian Strategic Petroleum Reserves Limited (ISPRL) is a Special Purpose Vehicle created by Government of India for building and operating the Strategic Petroleum Reserves of India. ISPRL is a wholly owned subsidiary of Oil Industry Development Board (OIDB), under Ministry of Petroleum and Natural Gas. Under Phase –II of the Strategic Petroleum Reserves, ISPRL is going to establish 4 MMT capacity storage at village Dankari of Jajpur district of Odisha.

2.0 BRIEF SCOPE OF WORK

ISPRL intends to engage suitable agency for Contour survey & associated jobs to facilitate District administration for land allotment. The scope of work is detailed in the Scope of Work mentioned in this bidding document.

3.0 PREQUALIFICATION CRITERIA- TECHNICAL

- 3.1 The Bidder should have experience of having successfully carried out and completed same/ similar type of survey jobs for Government /Semi Government/ PSUs/ Institutions/ Reputed Organization during the last 7 years. ending last day of the month previous to the one in which applications are invited, which experience should be any one of the following. Bidders needs to submit proof such as Work Order copy along with invoice copy or Work Completion Certificate.

Similar jobs shall mean Topography survey of Minor or Major Mineral Quarries or Forest or Town Planning or Revenue village by DGPS or Drone or Total station or combination of these methods.

For Non-MSE

- a) Three similar completed jobs, each costing not less than the amount equal to Rs. 600000 /-
OR
- b) Two similar completed jobs, each costing not less that amount equal to Rs. 900000 /-
OR
- c) One similar completed job costing not less than amount equal to Rs. 1200000 /-

For MSE

- a) Three similar completed jobs, each costing not less than the amount equal to Rs. 510000 /-
OR
- b) Two similar completed jobs, each costing not less that amount equal to Rs. 765000 /-
OR
- c) One similar completed job costing not less than amount equal to Rs. 1020000 /-

The bidder should have executed one similar work order within the last three years from the date of publication of the tender.

- 3.2 Bidder should be authorized by Odisha State Government (ORSAC). Proof of documents to be submitted.
- 3.3 The bidder should not be under a black-list/ holiday list of any state/central government department or undertaking (including PSUs). Bidder shall give a declaration in their respective letter head stating that they are not under any black list. Format is attached as **Annexure-I**.
- 3.4 The bidder should agree to comply with all technical specifications and the detailed scope of work as outlined in the tender. Additionally, the bidder is required to submit the

full set of the tender, duly signed and sealed on each page, indicating acceptance of the bid.

3.5 The copies of following documents shall be attached with technical bid:

- a. Firm Registration Details
- b. GSTIN details
- c. PAN Card details
- d. Bank Account details
- e. MSME certificate (If applicable)

4.0 PRE-QUALIFICATION CRITERIA- FINANCIAL

- a) The average Annual Financial Turnover during the last 3 years, ending 31st March 2025 of the previous financial year, should not be less than **INR 2 lacs (Rupees Two Lakhs only)**. In case the financial turnover of year ending 31st March 2025 is not available then Turnover during the last 3 years, ending 31st March, 2024 can be provided by the bidder.
- b) Net worth of the bidder as per the immediate preceding year's Audited Financial Statements shall be positive.

5.0 BID EVALUATION CRITERIA (BEC)

- 5.1 The bidder should accept in Toto the Technical specification and Scope of work given in the Tender with no deviations as per clauses of the tender document.
- 5.2 Techno commercially acceptable bids will be evaluated on overall L-1 basis i.e. lowest landed cost to ISPRL.
- 5.3 In case of a tie in overall L-1 then the bidder with higher financial turnover will be considered as lowest ranking tenderer.

6.0 REJECTION CRITERIA

The bids are liable for rejection in following cases:

- 6.1** Bids are received after the due date and time of bid submission.
- 6.2** EMD is not found in Technical bid of the offer. However, PSU/ firms registered with NSIC/ MSE (Micro Small Enterprises), vendors registered with DIC (District Industries Centres) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) provided. They are registered for the Items they intend to quote and they submit evidence irrespective of the monetary value limit mentioned in their registration certificate are exempted from submission of EMD.
- 6.3** If the bidder does not comply with the PQC, BEC.
- 6.4** The Technical bid contains Prices or offer is submitted in single bid i.e. Price Bid and Technical Bid submitted together as a single bid.
- 6.5** Bids with deviations to the tendered technical specifications/ scope of work and details of supply.

- 6.6** Bids found to have been submitted with falsified/incorrect information.
- 6.7** Consortium / joint bids shall not be accepted.
- 6.8** Bidders should quote firm prices in Indian Rupees only. Bids submitted in any other currency than INR shall be rejected.
- 6.9** The bidder should not be under Holiday Listing / Blacklisting period by any Government Body / PSU during the tender period. **An undertaking to this effect to be submitted by the vendor.**

7.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- 7.1** Bids must be accompanied with an amount of Rs. 30000 /- (Rupees Thirty Thousand Only) towards the Earnest Money Deposit /Bid Security. Bids not accompanied with the requisite Earnest Money Deposit/ Bid Security shall be considered as non-responsive and such bids shall be summarily rejected.
- 7.2** The EMD/ Bid Security shall be paid to Indian Strategic Petroleum Reserves Limited, Noida, online through e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.
- 7.3** There will be no waiver of EMD for Public Sector Undertakings of Central / State Government Undertakings or any other bidder. However, Micro or Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of EMD subject to submission of valid certificate of MSE.

8.0 TIME PERIOD

Job is to be completed within 02 month of receiving Letter of Acceptance (LOA).

9.0 SUBMISSION OF BID & VALIDITY

- 9.1** Bids are required to be submitted only through e-Procurement Portal at <https://isprl.ewizard.in> on or before the Bid submission date and time. Bidders are required to enroll on the e-Procurement portal (URL: <https://isprl.ewizard.in>). It may also be noted that the price details are required to be filled & submitted only on the Schedule of Price format downloaded from above e-Tendering website.
- 9.2** Bidders in their own interest are requested to enroll on e-Procurement portal and upload/submit their bid well in time. In the event of failure in bidder's connectivity with the Portal during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.
- 9.3** Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering.

- 9.4** Bidders to refer e-Tendering Methodology to Instructions to Bidders (ITB) in the Bidding Document. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from e-Wizard Helpdesk, whose contact information is provided in the e-Tendering Methodology.

10.0 GENERAL

- 10.1** The complete Bidding Document is available on e-Procurement Portal (website: <https://ispri.ewizard.in>). Corrigenda/Addenda/ Amendment, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the content of the bidding document has not been altered or modified.
- 10.2** Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the Bidding Documents to meet BQC.
- 10.3** Bids not received by the due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- 10.4** ISPRL shall not be responsible for any expense incurred by bidders in connection with the preparation & uploading of their bids, site visit and other expenses incurred during bidding process.
- 10.5** ISPRL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance etc.
- 10.6** In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.
- 10.7** Various links such as "Help for Contractor", "Information about DSC", "FAQ", "Resources required", "Bidders Manual Kit" etc. are available on home page of <https://ispri.ewizard.in> facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.
- 10.8** Request for extension in due date of submission of bids due to non-registration or delayed registration in e-procurement portal shall not be entertained.
- 10.9** Bidders may view the Bid opening through e-Procurement Portal i.e. <https://ispri.ewizard.in> .

- 10.10** Consortium/Joint bids/ multiple bids / alternative bids shall not be accepted.
- 10.11** ISPRL reserves the right to reject any or all the Bids and to annul the Bidding process at its discretion without assigning any reason whatsoever at any time prior to award of contract, without thereby incurring any liability towards the Bidder.
- 10.12** For detailed specifications, terms & conditions and other details, refer Bidding Document.
- 10.13** Contact person:
R K Jena
Indian Strategic Petroleum Reserves Ltd,
Bhubaneswar
Contact No: 9776485007
E-mail: rasmikant.jena@isprlindia.com

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL) intends to engage a suitable agency for carrying out contour survey and associated jobs at Dankari Hill, Chandikhol, Odisha. The scope of work is detailed in the Scope of Work mentioned in this bidding document.

2.0 COST OF BIDDING

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

3.0 SITE VISIT

- I. Bidder is advised to visit and examine the site, its surroundings and familiarize himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
- II. The Bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect here of and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.
- III. Bidder may contact Chief Manager (Technical) ISPRL Chandikhol for the purpose of necessary site visit and forward their request in advance to rasmikant.jena@isprlindia.com

4.0 CLARIFICATION IN BIDDING DOCUMENT

- I. Although all the details presented in this Bidding Document have been compiled with reasonable care. However, the Bidder is expected to examine the Bidding Document, including all instructions in the Bidding Document and ensure that the information provided is clearly understood.
- II. Bidding documents once issued are non-transferable in any other name.

5.0 AMENDMENT OF BIDDING DOCUMENT

- I. At any time prior to the deadline for submission of bids as well as up to priced bid opening, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding Documents.
- II. Any addendum issued shall be part of the Bidding Documents and shall be uploaded on e-Procurement website <https://ispri.ewizard.in>.
- III. Bidders shall examine the Bidding Documents thoroughly and inform ISPRL of any apparent conflict, discrepancy or error, so that the ISPRL may issue appropriate clarification(s) or amendment(s), if required

6.0 CONFIDENTIALITY OF BIDDING DOCUMENT

- Shall treat the bidding documents and contents there in as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid; all documents must be immediately returned to ISPRL.
- The Bidding Document is and shall remain the exclusive property of ISPRL without any Bidders right to Bidder to use them for any purpose except for the purpose of Bidding.

7.0 LANGUAGE OF BID

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

8.0 COMPLIANCE TO BID REQUIREMENT

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

9.0 PREPARATION/SUBMISSION OF e-BIDS

- 9.1 The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.
- 9.2 Electronic Bids (e-bid) in two parts i.e. PART-I (Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted in e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

9.3 **PART-1:** Techno-commercial/ Un-priced Bid: Techno-commercial/ Unpriced Bid will contain the following documents:

- i. MSE certificate (if applicable)
- ii. Power of Attorney in favor of Bid Signatory
- iii. Separate booklet consisting document against Bidder Qualification Criteria (Technical & Financial)

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

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

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

9.5.1 Priced Bid shall consist of Schedule of Prices/ Schedule of Rates with prices filled in e-tendering portal, without making any changes in the format/names of the file/worksheet.

9.5.2 Deviations to terms and conditions, presumptions, overwriting etc. shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s.).

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

10.0 BID PRICES

- I. Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity which could be reasonably implied/ inferred from the contents of the Bidding Document then the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- II. The prices shall be based on conditions specified in General Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications and other contents of Bidding Document.
- III. Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the Contract performance and will not be subject to variation on any account.
- IV. Alternative bids will not be considered.

11.0 BID VALIDITY

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

shall be rejected.

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

12.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- I. ISPRL shall not pay any interest on Bid Security furnished
- II. EMD/ Bid securities of unsuccessful bidders will be returned within 45 days upon placement of order/ issue of Sale Letter. However, in case ISPRL decides to cancel / annul the Enquiry / bidding document at any stage during the bidding process but before the award of work, EMD of the bidders shall be returned at the earliest from the date of such decision.
- III. Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro Small and Medium Enterprises, Bidder shall upload the relevant valid certificate in Un-priced bid and duly authenticated as per requirements of NIB in Original in sealed envelope must be submitted.

13.0 MULTIPLE / ALTERNATIVE BID

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

14.0 FORMAT AND SIGNING OF BID

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

15.0 DATE, TIME & PLACE OF SUBMISSION

- I. Bidders shall submit their bids electronically in the e-tendering portal, within the date and time.
- II. Bid Security in accordance with NIB & ITB, in original, must be received by ISPRL at the address no later than the date and submission of bids.
- III. ISPRL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB, in which case all rights and

obligations of ISPRL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

16.0 MODIFICATION AND WITHDRAWAL OF BID

- I. The bidder may modify, resubmit or withdraw its e-bid after bid submission, but, before the due date and time of submission of the bid following the electronic bid submission procedures.
- II. No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

17.0 OPENING OF BID

- I. ISPRL shall verify the availability of requisite BID SECURITY uploaded online, prior to opening of Part-I of e-Bid. Techno-commercial e-Bid of those bidders shall be considered for opening, who have already submitted the requisite Bid Security, in accordance with ITB/NIB, prior to due date and time for submission of Bids.
- II. ISPRL shall open Part-I of bids received in the e-tendering portal. The order of part wise opening of bids shall be as follows.
- III. On scheduled date and time of UNPRICED BID OPENING
 - a) Bid Security & other documents submitted in e-tender shall be opened first and verified that whether Bid Security has been furnished as per bid requirement
 - b) Upon meeting the requirement of Bid Security as per NIB & ITB, opening of documents of Part-I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.
 - c) If a bidder has not complied with Bid Security requirement as per a) above, such bidder's offer (Part-I) shall not be processed for further opening and such bids shall be rejected out rightly.
 - d) Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by ISPRL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

18.0 EVALUATION OF PRICE BIDS

- I. Bidder must meet the qualification requirements as specified in NIB.
- II. ISPRL reserves the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed/ in progress for evaluation purpose.
- III. The rates quoted by the Bidder shall be checked for arithmetic correction, if any.
- IV. Conditional discount, if offered, shall not be considered for evaluation.
- V. Any uncalled-for lump-sum/percentage or adhoc reduction/increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However,

if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.

19.0 UNSOLICITED POST TENDER MODIFICATION

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

20.0 CONTACTING ISPRL

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

21.0 ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID

ISPRL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without there by incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for ISPRL action.

22.0 NOTIFICATION OF AWARD

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

23.0 CONTRACT AGREEMENT

The Contract document shall consist of the following:

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

E-TENDERING METHODOLOGY

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the e-Procurement Portal.
2. Once the bidders have selected the tenders they are interested in, the same can be moved to the respective ‘My Tenders’ folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the

tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded in their Bidding Document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

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

ASSISTANCE TO BIDDERS

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

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

GENERAL CONDITIONS OF CONTRACT

1. PRELIMINARY

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the above mentioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3 It is the clear understanding between Indian strategic petroleum Reserves limited and the tenderer that in case the bid of tenderer is accepted by Indian strategic petroleum Reserves limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.4 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer- in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.5 Special conditions of Contract: The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer- in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

- 1.6 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence
 1. Contract Agreement
 2. Detailed Letter of Acceptance along with its enclosures
 3. Letter of Award / Fax of Acceptance
 4. Job Specifications (specific to particular job only)

5. Drawings
6. Special Conditions of Contract
7. Technical Specifications
8. Instructions to Bidders
9. General Conditions of Contract
10. Other Documents

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

2. DEFINITION

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears from the contract the following words and expressions are used in the following meanings;

- 2.1 The term "**Agreement**" wherever appearing in this document shall be read as "Contract".
- 2.2 The "**Authority**" for the purpose of this Contract shall be the **CEO& MD, ISPRL** or any other person so appointed or authorized.
- 2.3 The "**CEO& MD**" shall mean the Chief Executive Officer& Managing Director of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED or any person so appointed, nominated or designated and holding the office of Chief Executive Officer& Managing Director.
- 2.4 The "Head Technical" shall mean the Dy. Chief Executive Officer of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED.
- 2.5 The "**Contract**" between ISPRL and Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the letter of acceptance issued by ISPRL.
- 2.6 "**The Contractor**" means the person or the persons, firm or Company whose tender has been accepted by ISPRL and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
- 2.7 The "**Documents**" shall include Bid documents submitted by the CONTRACTOR,
- 2.8 The "**SERVICES**" shall mean the providing manpower for services described in this tender document.
- 2.9 "**ISPRL**" means the **INDIAN STRATEGIC PETROLEUM RESERVES LIMITED** incorporated in India having its Head office at Noida
- 2.10 The "Chief Manager" shall mean the Chief Manager (**Technical**) of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED.
- 2.11 The "**Tender**" means the document submitted by a person or authority for carrying out the work and the Bidder means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 2.12 The "**Work**" shall mean the works to be executed in accordance with the Contract or

part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

3. SUBMISSION OF TENDER

- 3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owners and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.
- 3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.
- 3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.
- 3.4 The Contractor shall not carry on any work other than the work under this Contract within the Owner's premises without prior permission in writing from the Engineer- in-Charge/Site- in-charge.
- 3.5 The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area. In the event of any damage or loss or sufferance caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep the Owner indemnified against all such losses and claims arising from the same.
- 3.6 The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.
- 3.7 At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the work by prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefor, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim

compensation or damage etc. in that regard. The Owner reserves the right to split the work under this contract between two or more contractors without assigning any reasons.

- 3.8 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.
- 3.9 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- 3.10 Transfer of tender document by one intending tenderer to the another one is not permissible. The tenderer on whose name the tender has been sent only can quote.
- 3.11 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

4. SECURITY DEPOSIT:

- 4.1 The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of one percent (1%) of the total contract value in the form of account payee crossed demand draft drawn in favour of the Owner, within 15 days from the date of intimation of acceptance of their tender, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.
- 4.2 1% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft or through e-payment upto 50,000/- and in the form of Demand draft /Bank guarantee or through e-payment beyond 50,000/-. Composite Performance Bank Guarantee (CPBG) valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

5. EXECUTION OF WORK

- 5.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge/ Site- in-Charge, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workman- like manner and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in- Charge/Site-in-Charge.
- 5.2 The completion of work may entail working in monsoon also. The contractor must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon.

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

6. EXTENSION OF TIME

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

7. SUSPENSION OF WORKS

- 7.1** Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to suspended until he/She shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.
- 7.2** In case of suspension of entire work, ordered in writing by Engineer-in- Charge/Site- in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.
- 7.3** The contractor shall, in case of suspension have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the work stopped from

further progress and completion either by the owner or through other contractor appointed by the owner.

8. DAMAGE TO PROPERTY

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

9. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

10. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONTRACTOR

- 10.1** The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.
- 10.2** Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his sub-contractor regarding non-payment of wages, salaries or other dues, Owner reserves the right to make payments directly to such employees or sub- contractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub-contractor.
- 10.3** The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by the Owner but by the Contractor and that their present appointment is only in connection with the construction contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner either temporarily or/and permanent basis.

11. FIRST AID AND INDUSTRIAL INJURIES

- 11.1** Contractor shall maintain first aid facility for his employees.
- 11.2** All industrial injuries shall be reported promptly to owner and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

12. SAFETY CODE

- 12.1** The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the Engineer- in-Charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.
- 12.2** In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of Factories Act, the Electricity Act/I.E. Rules. Indian Boiler Act and such other Acts as applicable.
- 12.3** The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Owner's existing property.
- 12.4** The Contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.
- 12.5** The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- 12.6** The Contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.
- 12.7** Owner shall on a report having been made by an inspecting Office as defined in the Contract Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfilment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor's labour Regulation.

13. SUBLETTING OF WORK

No part of the contract nor any share or interest there of shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner.

14. OWNER MAY DO PART OF WORK

Notwithstanding anything contained elsewhere in this contract, the owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contract and undertaking charge of entire work, place additional labour force, tools, equipment and materials on such parts of the work, as the Owner may decide or engage another Contractor to carry out the balance of work. In such cases, the Owner shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment failing which the Contractor shall be liable to pay interest at 24% p.a. on such amounts till the date of payment.

15. INSPECTION OF WORKS

The Engineer-in-Charge/Site-in-Charge and Officers will have full power and authority to inspect the works at any time wherever in progress at the site.

16. LABOUR AND LABOUR LAWS

16.1 The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.

16.2 All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.

16.3 No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognizes only the Contractor and not his sub-contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

16.4 The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.

16.5 The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

17. IMPLEMENTATION OF APPRENTICES ACT, 1961

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in- Charge may, at his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

18. MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expenses comply with or cause be complied with Model rules for Labour Welfare as appended to those conditions or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for worker employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Engineer-in-Charge/Site-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

19. STATUTORY LEVIES

19.1 The rates quoted should be inclusive of all taxes. However, wherever a tax to be deducted at source the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax on works contract will be furnished to the contractor.

19.2 The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable ISPRL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable ISPRL to take Input Tax Credit.

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

19.4 Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

19.5 Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.

19.6 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

19.7 The contractors having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the

respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.

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

20. PAYMENT OF CLAIMS AND DAMAGES

- 20.1** Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.
- 20.2** In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, the Owner is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of Owner under the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

21. ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship or damaged to the equipment, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner.

22. PRICE REDUCTION SCHEDULE:

PRS/ LD will be applicable @ 0.5% of the contract/ Purchase Order per week or part thereof for delay in supplies/ work subject to a maximum ceiling of 5 % of Purchase Order /contract order value. PRS/LD will be imposed on the cost of contract price of delayed supplies/ services, except however, where, in the judgment of ISPRL the supply/ service of partial quantity does not fulfil the operating need, PRS/LD will be imposed on the full value of the Purchase order/ Work Order.

23. CONTRACTOR TO INDEMNIFY ISPRL

- 23.1** The Contractor shall indemnify every officer & employee of ISPRL against all actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against ISPRL for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract.
- 23.2** The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his subcontractor. Contractor shall indemnify and keep indemnified ISPRL against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

24. TERMINATION OF CONTRACT

- 24.1** ISPRL may terminate the contract at any stage for reasons recorded in the letter of termination.
- 24.2** ISPRL may terminate the Contract for any or all of the following reasons that the Contractor
- a) Has abandoned the work/Contract.
 - b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
 - c) Has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
 - d) Has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of ISPRL.
 - e) Has stopped attending to work without any prior notice and prior permission for a period of 15 days.
 - f) Has become untraceable.
 - g) Has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of ISPRL.
 - h) Has been declared insolvent/bankrupt.
- 24.3** ISPRL on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- 24.4** The contractor within or at the time fixed by ISPRL shall depute his authorized representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the contractor fails to depute their representative for joint measurement, ISPRL shall take the measurement with their ISPRL or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.
- 24.5** When the contract is terminated by ISPRL for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

25. ARBITRATION

- 25.1** All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter

mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

- 25.2** The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Indian Strategic Petroleum Reserves Limited (referred to as ISPRL or ISPRL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of ISPRL, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- 25.3** In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- 25.4** Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- 25.5** The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 25.6** The work under the Contract shall, however, continue during the Arbitration no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 25.7** The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 25.8** The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be 40,000/- per case for transportation contracts and 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.
- 25.9** Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.

25.10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in tender header" (say Noida) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Noida) and conducted in English language.

25.11 The Appointing Authority is the CEO& MD of Indian Strategic Petroleum Reserves Limited.

26. SECRECY

Neither the Owner nor the Contractor nor their personnel, agents nor any Sub- Contractor shall divulge to any one any information designated in writing as confidential and obtained from the disclosing party during the course of the execution of Works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient to the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the Works or in the event of termination pursuant to the provisions of the Contract, Contractor shall immediately return to the Owner all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of the Owner or prepared by the Contractor solely for the purpose of the performance of the Works, including all copies made thereof by the Contractor.

SPECIAL SAFETY PRECAUTIONS TAKEN BY CONTRACTORS WORKING IN AN OPERATING ISPRL.

1. All contract men shall wear Safety Helmets & Safety Shoes. They shall not permitted to enter project area without wearing SAFETY HELMET & SAFETY SHOES.
2. Depending upon the nature of the job, contract men shall compulsorily wear Personal Protection Equipment such as Hand Gloves, Safety Belt While working at heights, Face Shield, Goggles, and Boiler Suit. However other than the above, special PPE if required for the job shall be supplied by OMPL on returnable basis.
3. Consumption of intoxicating preparation or attending duty under the influence of such products is Strictly Prohibited.
4. The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the ISPRL any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately and provide alternate personnel.
5. Contractor's Vehicles/Engines and permitted type of electrical equipment/tools, lifting tackles etc. that are required to be used during survey are to be certified by competent authority.
6. ISPRL may suspend work at any time or terminate the contract for a pattern of frequent failure to adhere to Safety Laws, Regulations & Onsite-Safety Procedures.

SCOPE OF WORK & DETAILS OF WORK

The Survey shall be carried out by modern technology based on DGPS controls, GTS Benchmark Levels supplemented by data capture by DGPS/ total Station to generate GIS compatible Maps. Survey Work shall be carried out in stages as under:

- a) Stage 1 - Topographical Survey
- b) Stage 2 - Demarcation of Boundary Points
- b) Stage 2 - Installation of Boundary Pillars
- c) Stage 3 - Verification of Area
- d) Stage 4 - Drone Photo & Videography
- e) Stage 5 - Submission of Reports

1. Topographical Survey:

- The vendor must conduct a reconnaissance survey, set up ground controls, conduct a detail survey over an area of around 400 acres utilizing DGPS and total station equipment, and prepare a survey report and georeferenced base map at a scale of 1:1000 or above.
- Identification of Survey of India (Sol) GTS BM's, locations for DGPS Controls & BMs locations on permanent monuments and taking the coordinates using precision GPS instrument and Demarcation of the same on Ground.
- Data / Maps like Survey of India Topo maps to be collected for the Entire area, locations of GTS BM's, downloading of available open-source Satellite imageries, etc.
- Collection of brief Reconnaissance Report / preliminary Planning Map & Control Chart for Survey works.
- Desktop Study to be carried out using open-source Satellite imagery to access the Survey Area, surrounding Terrain, nearby Localities, etc.
- Primary Control must be established at central location preferably on permanent object like Rock in situ and other permanent structures using 'Differential Global Positioning System (DGPS)' instruments with B-10 Hours of observation, Post processing w.r.t, IGS stations located at Bengaluru / Hyderabad. 04 No. of Primary Control to be established for the project.
- Secondary Control Points must be established on Permanent Objects like Culverts, exposed rocks, survey boundary stones etc at 10-12 locations / Nos. within the Area of Interest. Secondary Controls / Rover points to be observed for 30 min at each point and continue till all stations are observed. Post processing w.r.t. Primary Station / Control.
- All Control Points to be engraved, painted and numbered. Sketches and Photographs of all DGPS points to be furnished as per standard practice.
- Data processing and preparation of List of Control Points with X,Y,Z Values and description.

- All available existing GTS/Department Bench marks to be connected using DGPS instrument to derive MSL Values of DGPS Control Stations.
- The purpose of levelling is to establish vertical controls and to get the elevation with respect to a common data which is considered here as Mean Sea Level (MSL) based on Permanent Benchmark details collected from SOI / provided by Client / arrived from DGPS controls.
- In the absence of DGPS control points, Total Station Traverse must be started and closed on an arbitrary chosen control point. This additional controls established by Total Station Traverse to be used during Detail Survey.
- Carrying out Topographical Survey of proposed Site location using DGPS/ Total Station instrument on 1:1000 scale. All over ground topographical features to be surveyed as per standard practices. All surface features like culverts, drains, nalas, field channels, structures, borewells, rock-outcrops, cutting, banking, depression, hedges, vegetations such as type of vegetation, its limit, name / type of tree, its girth to be picked during the detailed survey.
- Important details like roads, tracks, cable line, power line, wells, depth of well, tube well, canal, distributaries, as exist in the entire area must also be surveyed.
- In addition, data for key plans, access roads, destinations, adjoining property / locality information, general weather conditions, surface soil features, descriptive remarks, names etc. must be collected for topographical survey report.
- Block levels at about 10 m center to center for the total area to be provided to generate contours and for planning the development of site, Additional levels to be taken at all definable points.
- Boundary points of Site must be surveyed and demarcated on site as shown by the Engineer In charge.

2.Installation of Boundary Pillars:

Installation/ Establishment of boundary pillars of Height 2.5 feet, 5inchX 5 inch, above ground 1.5 feet) at 30 to 40 meter interval and vertices.

3.Verification of area:

Verification of site area along with district revenue officials, comparing the area surveyed.

TERMS OF PAYMENT

100% of the payment will be made within 30 days after receiving the original certificate along with original invoice at Site after successful completion of work. The payment shall be released by ISPRL head office at Noida on receipt of bill duly verified by Head Site. The payment will be made after deducting the statutory deductions like TDS etc.

For SOR kindly refer enclosed excel sheet.

Annexure-I

Holiday Listing Declaration

(To be in the Company letter head)

Date:

DECLARATION ON BANNING/HOLIDAY LISTING

We, M/s _____ hereby declare that we have not been banned/delisted of holiday listed by any Government Body/Quasi Government agency/ Public Sector Undertakings. We further declare that in case we are banned by any of the above such bodies/agencies during any tendering stage, our bids shall be liable to be rejected.

Stamp & Signature of the Bidder