



**TENDER FOR “ CIVIL WORKS FOR PREPARATION OF DRILL SITES IN
EXPLORATORY BLOCK CB-ONN-2010/8, CAMBAY BASIN, GUJARAT, INDIA”**

TENDER NO: 1000239693



Bharat PetroResources Limited.
(A wholly owned subsidiary of Bharat Petroleum Corporation Ltd.,)



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PART - 1

SPECIFIC INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

01.09.2015

Subject: Tender for “ CIVIL WORKS FOR PREPARATION OF DRILL SITES in Exploratory Block CB-ONN-2010/8, Cambay Basin, Gujarat, India”

(Tender No.1000239693 due on 23/09/15 at 14:00 HRS IST)

Bharat Petro Resources Limited (BPRL), a wholly owned upstream subsidiary of Bharat Petroleum Corporation Ltd. (BPCL), invites e-bids from eligible bidders for “**CIVIL WORKS FOR PREPARATION OF DRILL SITES in Exploratory Block CB-ONN-2010/8, Cambay Basin, Gujarat, India**”.

1. This tender document consists of the following annexure, which are enclosed:

A. Techno-Commercial Bid

- a. Specific Instructions to Bidders
- b. Scope of Work
- c. Bid Qualification Criteria
- d. General Conditions of Contract
- e. Special Contract Conditions
- f. Health, Safety, Security and Environment
- g. Standard Format
- h. Integrity Pact

B. Price bid: Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item.

2. All the documents associated with Techno-Commercial bid (consisting of all the above mentioned Annexure and documents uploaded) and price bid shall form the part of the tender. **The entire bid shall be online only.** General Instructions to vendors for e-tendering are as given in this tender.
3. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Vendors are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained before/during Pre-Bid Meeting, but this shall not be a justification for request for extension of due date for submission of bids.



4. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your bid online.
5. Your online bid should be submitted on or before the due date mentioned in the e-tender.
6. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
7. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
8. Vendors are requested to carefully study all the documents/annexure and understand the conditions, specifications & drawings, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
9. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your bid online.
10. Pre- bid meeting will be held on 09/09/2015 @ 11:00 Hrs (IST) at below mentioned address:

Bharat PetroResources Ltd.
12th Floor, Maker Towers-F Wing,
Cuffe Parade,
Mumbai- 400005

11. You may please send your Pre-bid queries, if any, on or before 07/09/2015 @ 17:00 hrs (IST) through e-mail to arun.shahi@bharatpetroresources.in and dey.tt@bharatpetroresources.in, K/A: Mr. Arun Shahi / Mr. Tarun Dey.

Your pre-bid queries should be in excel format as per below format:

S.No.	BPRL Tender Clause No.	BPRL Tender Clause Description	Deviation (if any)	Justification

12. It is advisable that bidders should review Part-4 (Special Conditions of Contract)



before reviewing Part-3 (General Conditions of Contract).

13. The work covered under this Tender shall be treated as "Works Contract".
14. Your online bid should be submitted on or before the due date of this tender. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
15. Price bid of only those vendors shall be opened whose BQC and techno-commercial terms are found to be acceptable to us. Price bid shall have to be submitted online in the appropriate form provided as per line Items.
16. BPRL reserves the right to seek clarification / ask for additional documents from vendors and verify the credentials of the vendors with clients, if required.
17. For any clarification on e-tendering / training / uploading of document on e-procurement site, please contact our service provider M/s ETL on below numbers.
Mr. Satyanarayan : Tele Phone: +91-22-24176419, E-mail: satyanarayan@abcprocure.com; support@bpclproc.in

M/s. ETL HELP DESK NOS: +91-79-40016868.

For any queries / clarifications on tender technical specifications / commercial points and other terms and conditions of the tender please contact as under:-

- 1) Mr. Arun Shahi, Contact No: +91-22-22175289,
arun.shahi@bharatpetroresources.in
- 2) Mr. Tarun Dey. Contact No: +91-22-22175203
dey.tt@bharatpetroresources.in

Office Address: 12th Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005

Thanking you,
Yours faithfully,

for Bharat PetroResources Ltd.

Tarun Dey
Manager (Assets)

End of Part 1



PART 2

BID QUALIFICATION CRITERIA (BQC)

Introduction:

- i) BPRL plans to develop six drill sites (4 FIRM) and (2 Optional).
- ii) Depending on the drilling results of 4 FIRM wells (Location A, B, C & D), BPRL may or may not decide to develop the remaining two (2) optional drill sites.
- iii) Four wells, as mentioned above, have been divided in two sets of wells given below for execution of civil works for preparation of drill sites.
 - ✓ Set 1 well locations (Location D & Location A)
 - ✓ Set 2 well locations (Location C & Location B)
- iv) Any bidder may submit the offer for Set 1 or Set 2 or both the sets, depending on his meeting the Bid Qualification Criteria (BQC) for Set 1 or Set 2 or both the sets.
- v) Since, the entire work is divided into two Sets, and provision is available to evaluate and award the contract/ job on part basis, the entire work will be finalized on least cost to the consortium.

Bid Qualification Criteria:

A. Technical Criteria:

The Bidder must have successfully completed works of value as noted below of either drill site preparation or Civil works consisting of Earth works, concreting and construction of road with WBM for eligibility of bidding against Set 1 or Set 2 or both the sets of wells in the last seven years and should meet either of the following criteria's:

Sl.	Bidding scenario		OR	OR
		ONE completed work costing not less than the amount mentioned below in Crores	TWO completed works costing not less than the amount mentioned below in Crores	THREE completed works costing not less than the amount mentioned below in Crores
1.	Bidding for Set 1 wells only	Rs. 4.45	Rs. 2.78	Rs. 2.24
2.	Bidding for Set 2 wells only	Rs. 5.03	Rs. 3.15	Rs. 2.52
3.	Bidding for both Set 1 and Set 2 Wells	Rs. 9.48	Rs. 5.93	Rs. 4.76



Documents Required for Technical Criteria:

Bidder to submit copy of Tax invoice /completion certificate along with Purchase orders etc to meet technical criteria requirement.

B. Financial Criteria

1. The bidders should have achieved a minimum average annual financial turnover, as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years as under:

Sl.	Bidding scenario	Average annual financial turnover (in Rs. Crores)
1.	Bidding for Set 1 wells only	Rs. 1.67
2.	Bidding for Set 2 wells only	Rs. 1.89
3.	Bidding for Set 1 & Set 2 wells	Rs. 3.56

2. The vendor's net worth should be positive as per the audited balance sheet of the latest accounting financial year or latest calendar year as the case may be. The net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES.

Documents Required:

Latest available audited Balance Sheets & Profit & Loss account of the bidder for the last three consecutive accounting years (English language only).

C. Other Criteria:

The Bidder should not be barred / holiday listed by any Indian PSU/Any Indian Government Department. The bidder should not be under liquidation, court receivership or similar proceedings. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

Documents Required:

- An undertaking in support of not being barred / holiday listed by any of the mentioned Organizations on their letter head.
- An undertaking in support of not under liquidation, court receivership or similar proceedings on their letter head.

End of Part 2



PART – 3

GENERAL CONDITIONS OF CONTRACT

SECTION - I

DEFINITION OF TERMS

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings:

- 1) “The Owner/Company/BPRL” means the Bharat Petroresources Limited, incorporated in India having its office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns
- 2) “The Contractor” means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor’s legal representative, his successor and permitted assigns.
- 3) The “Director” shall mean any Director of the Bharat Petroresources Limited or his successor in office designated by the Owner.
- 4) The “Engineer-in-Charge” shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- 5) 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 required for purpose of the contract.
- 6) The “Permanent Work” means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 7) The “Construction Equipment” means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 8) The “Site” means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 9) The “Contract Document” means collectively the Tender Document. Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.



- 10) The “Consultant” means the consulting engineers Nominated/appointed by the Owner for this Project / job.
- 11) The “Sub-Contractor” means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 12) The “Contract” shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 13) The “Specification” shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.
- 14) The “Drawings” shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.
- 15) The “Tender” means the tender submitted by the Contractor for acceptance by the Owner.
- 16) The “Alteration Order” means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.
- 17) The “Completion Certificate” shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.
- 18) The “Final Certificate” in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/PBG.
- 19) The “Period of Liability” in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.



SECTION - II

GENERAL INFORMATION ABOUT SITE

2.1 LOCATION OF SITE & ACCESSIBILITY:

The site location is described in the Special Conditions of Contract. The intending tenderer should inspect the site and make himself familiar with site conditions and available facilities.

Entry into the BPRL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

2.2 SCOPE OF WORK

The scope of work is defined in the Special Conditions of Contract and specifications. The Contractor shall provide all necessary materials, equipments / Tools and Tackles / Supervision / labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in these tender documents. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

2.3 LAND FOR CONTRACTOR'S FIELD, GODOWN AND WORKSHOP:

The tenderer should visit the site and acquaint himself with site conditions, availability of water, electricity, approach roads, construction materials as per specifications, shelter for his staff, etc. since these are to be provided/arranged by the tenderer (unless otherwise specified) at his cost.

The owner will, at his discretion and convenience based on availability for the duration of the execution of the work, make available, land for construction of contractor's field office, go-downs, workshop and fabrication yard required for the execution of the contract. The contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

On completion of the works undertaken by the Contractor, he shall remove all temporary works/ shed erected by him and have the site cleaned as directed by



Engineer-in-Charge if the contractor shall fail to comply with these requirements, the Engineer-in-charge may at the expenses of the Contractor remove such surplus and rubbish material, dispose off the same as he deems fit and get the site cleared as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Owner reserves the right to ask the Contractor any time during the pendency of the contract to vacate the land by giving seven days notice on security reasons or on material interest otherwise.

2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

All temporary buildings, sheds, workshops, field stations etc. shall be constructed in conformation with the safety and security regulations of the owner as regards location and type of structure.



SECTION - III

GENERAL INSTRUCTION FOR THE TENDERER

3 SUBMISSION OF TENDER:

- 3.1 The quotation should be submitted only in the manner and the form prescribed in the Request For Quotation (RFQ)/Tender enquiry.
- 3.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.
- 3.3 Tenders should always be placed in double sealed covers, superscribing Tender No _____ Tender for

_____ (name of job), Bharat Petroresources Limited, due for opening on

The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.

3.4 Instructions for two part bidding

i) The bid should be submitted in two parts viz.

a. Techno-commercial bid.

b. Price bid.

ii) Techno-commercial bid shall have the following information/details

a. Technical deviation if any.

b. Commercial deviation if any like extra taxes, duties etc.

c. Copy of price bid with prices blanked off.



d. Any other relevant information.

iii) Price Bid shall have only prices as per schedule of Rates.

iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

4 DOCUMENTS:

4.1 The tenders, as submitted shall include all documents/details asked for by BPRL in the RFQ/Tender enquiry.

4.2 All pages to be initialed:

Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. Tenders without signatures as stated above are liable to be rejected.

4.3 Rates to be in Figures and Words:

The tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.

4.4 Corrections and Erasures:

All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.

In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.



4.5 Signature of Tenderer:

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp.

Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender.

- 4.6 Transfer of tender documents issued to one intending tenderer to another is not permissible.

5 PURCHASE PREFERENCE:

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

6 (a) EARNEST MONEY:

The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. The earnest money can be deposited in the form of Demand Draft or Bank Guarantee in favour of Bharat Petroresources Limited. Earnest Money deposit (EMD) is not applicable for registered contractors of BPRL.

NOTE: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the owner. No interest shall be paid by the Owner on the earnest



money deposit by the tenderer. The earnest money of the unsuccessful tenderer will be refunded.

(b) SECURITY DEPOSIT:

Unless otherwise specified in the special conditions of contract, in the case of contractors not registered with BPRL, the earnest money deposit (EMD), of the contractor whose tender may be accepted, will be converted to security deposit for due performance of the contract. The “performance security deposit/retention money” vide clause 18 shall also be applicable limiting to a maximum of 10% of the contract value.

7 VALIDITY:

Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPRL as deemed fit including putting the tenderer/contractor on ‘Holiday listing’/’Delisting’ barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of contractors who are not registered with BPRL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

8 ADDENDA / CORRIGENDA:

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the design or tender terms. All addenda/corrigenda issued shall become part of tender Document.

9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

- 9.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 9.2 The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient.



- 9.3 Tenders in which any of the particulars and prescribed informations are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.
- 9.4 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- 9.5 Tender containing uncalled remarks or any additional conditions are liable to be rejected.

10 INTEGRITY PACT (IP):

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

11 COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.

The time period allowed for carrying out the job shall be as shown in tender document. Request for revision for time schedule after tenders are opened will not be received for consideration.

12 RETIRED GOVERNMENTS OR COMPANY OFFICER:

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the States/Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/ Central Government, or of the Owner as aforesaid before submission of tender, or engagement in the Contractor's service as the case may be.

13 SIGNING OF THE CONTRACT:



The successful tenderer shall be required to execute an agreement in the proforma attached with tender enquiry within a period of one month of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.

14 FIELD MANAGEMENT:

The field management will be the responsibility of the Engineer-in-Charge, who will be nominated by the Owner. The Engineer-in-Charge may also authorize his representatives to perform his duties and functions.

Coordination of Work - The Engineer-in-Charge shall coordinate the work of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute strictly in accordance with the site instructions to avoid hindrance to the works being executed by other agencies.

14A CONSULTANCY CONTRACTS:

This General Conditions of Contract (GCC) will be binding for Consultancy jobs only to the extent of its applicability to the context of consultancy jobs.



SECTION - IV

INTERPRETATION OF CONTRACT DOCUMENTS

15 INTERPRETATION OF CONTRACT DOCUMENT:

15.1 Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Engineer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

15.2 Works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

15.3 Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.

15.4 Singular and Plural:

In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.

16 SPECIAL CONDITIONS OF CONTRACT:

16.1 Special Conditions of contract shall be read in conjunction with the General Conditions of Contracts, specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.

16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and



complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

- 16.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provision of the General Conditions of Contract and shall to the extent of such repugnance or variations, prevail.
- 16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 16.5 The materials, designs and workmanship shall satisfy the relevant Indian Standards, the Job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

17 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

The contractor in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawing and specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents. The Contractor shall be deemed to have visited surrounding to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, roads, bridges and culverts means of transport and communications, whether by land, water or air, and as to possible interruptions thereto and the access to and regress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials the available accommodation as to whatever required, depots and such other building as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds,



climate conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

18 PERFORMANCE SECURITY DEPOSIT / RETENTION MONEY:

18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the contract value unless otherwise specified in the Special Conditions of Contract.

This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPRL or Bank Guarantee in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit-(EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee the validity of the same to be extended suitably as advised by BPRL.

In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-72,) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed.

In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.

The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period (refer clause-72), if applicable. This retention money/Bank guarantee held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the contractor and subject to Clause 18.2 below.



In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued.

- 18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.
- 18.3 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.
- 18.4 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/retention money 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/retention money.
- 18.5 The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars in the case of foreign bidders.

19 TIME OF PERFORMANCE:

- 19.1 The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of the Engineer in charge and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.



19.2 Time Schedule of Completion: The general time schedule of completion is given in the tender document. Contractor should prepare a detailed monthly and weekly execution programme, jointly with the Engineer-in-Charge within two weeks of receipt of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

20 FORCE MAJEURE:

Any delays in or failure of the performance of either part hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt./authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The contractor shall keep records of the circumstances referred to above and bring these to the notice of Engineer-in-Charge in writing immediately on such occurrences.

21 EXTENSION OF TIME:

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall if in his opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper.

In the event of extension of Time of the contract, if granted, the contractor shall be required to suitably extend the period of Bank Guarantee if submitted, towards security Deposit/retention money suitably.

22 LIQUIDATED DAMAGES FOR DELAY:

22.1 Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by



such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the contractor including Security Deposit.

22.2 The owner shall be at liberty to deduct or retain from any amount payable to the contractor periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the contractor.

23 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

24 TERMINATION/OFFLOADING:

24.1 The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

24.2 In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

25. FORFEITURE OF SECURITY DEPOSIT:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the contractor, forming whole or part of such security being insufficient or if no security has been taken from the Contractor then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The contractor shall pay to the owner on demand any balance



remaining due.

26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case in which, under any clause or clauses of this contract, the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installment) or have committed a breach of any of the terms contained in this contract the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Contractor shall not be entitled to recover or be paid any sum for any work



actually performed under this contract unless the Engineer-in-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

27 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 26:

In any case in which any of the powers conferred upon the owner by clause 26 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercised in the event of any further case of default by the contractor for which any clause of hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the power under sub-clause (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, supervisor or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in, all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and any expenses of any such sale shall be final and conclusive against the contractor.

28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for



compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

29 CHANGES IN CONSTITUTION:

Where the contractor is a partnership firm, the prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before sub-contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carryout the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clauses 35 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

30 IF THE CONTRACTOR DIES:

Without prejudice to any of the rights or remedies under his contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the contractor.

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

No director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

The contractor shall not be entitled to any increase on the item rates of the contract or any other right or claim whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

33 CONTRACTOR'S OFFICE AT SITE:

The contractor shall provide and maintain an office at the site, if space provided by the owner, for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices, or other communications.



34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

- 34.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipments materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the-works, competent sub-agents, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge, additional properly qualified supervision staff is considered necessary, they shall be employed by the contractor without additional charges on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.
- 34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds



whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.

34.4 All contractor's personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

35 SUB-LETTING OF WORK:

Sub letting of contracts shall not be generally permitted. However owner may permit sub letting of work on specific cases subject to the following:-

- i) No part of the contract nor any share of interest there shall in any manner or degree be transferred assigned sublet by the contractor directly or indirectly to any firm or corporation whatsoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.
- ii) Sub Contractors for Temporary Works Etc.:- The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.
- iii) List of Sub-Contractors to be supplied: - At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.
- iv) Contractor's Liability Not Limited By Sub-Contractors:- Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- v) Owner may Terminate Sub-Contracts:- If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.



- vi) No Remedy For Action Taken Under This Clause:- No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

36 POWER OF ENTRY:

If the contractor shall not commence the work in the manner previously described in the contract document or if he shall, at any time in the opinion of the Engineer-in-Charge.

- i. Fail to carry out the works in conformity with the contract documents, or
- ii. Fail to carry out the works in accordance with the time schedule, or
- iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or
- iv. Fail to carry out and execute the works to the satisfactions of the Engineer-in-Charge, or
- v. Fail to supply sufficient or suitable constructional equipments, temporary works, labour materials or things, or
- vi. Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
- vii. Abandon the works, or
- viii. During the continuance of the contract, become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

Then in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional



equipment, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works, by his agents, other contractor or workmen, or to re-let the same upon any terms and to such other person firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works constructional equipment, and stock as aforesaid without making payment or allowances to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary said works, constructional equipments and stock or being liable for any loss of damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other contractors (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional equipment, materials etc. belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.



38 OTHER AGENTS AT SITE:

The contractor shall have to execute the work in such place and condition where other agencies might also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained to works being executed in the above circumstances.

39 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

40 RIGHTS OF VARIOUS INTERESTS:

i)The Owner reserves the right to distribute the work between more than one contractor. The contractor shall co-operate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.

ii) Whenever the work being done by any department of the Owner or by other contractors employed by the Owner is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

i)Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.

ii)Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit



such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

42 PATENTS AND ROYALTIES:

42.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials or composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such licences, and pay such royalties and licence fees as may be necessary for performance of the contract. In the event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if the contractor has acquired knowledge of any patent under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, and process methods to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in any country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of sub-contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

42.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the



property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.

- 42.3 Where so desired by Engineer-in-Charge, the contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an individual **SECRECY** agreement from each or any person employed by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.

43 LIENS:

- 43.1 If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

- 43 2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.

Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge

44 OPERATION OF CONTRACT:

- 44.1 Law Governing:

Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.

- 44.2 Non-Waiver of Default:



Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.



SECTION - V

PERFORMANCE OF WORK

45 EXECUTION OF WORKS:

- 45.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements of BPRL and as stipulated in work permits as per the directions and to the entire satisfaction of the Engineer-in-Charge.
- 45.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.
- 45.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

46 COORDINATION AND INSPECTION OF WORK:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will be normally be passed by the Engineer-in-Charge or his authorized representative. A work order book / logbook will be maintained by the Contractor for each job in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgment within 12 hours. The non-maintaining of the order book or non-signing by the contractor shall not preclude the contractor from complying with the instructions.

47 WORK IN MONSOON AND DEWATERING:

- 47.1 The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra



rate will be considered for such work in monsoon.

- 47.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

48 WORK ON SUNDAYS AND HOLIDAYS:

For carrying out work on Sundays and Holidays if needed, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. No special compensation on this account will be payable.

49 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

49.1 Place of Work:

The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area.

The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage, working on equipments and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures barricades etc. have to be erected at various places as directed by Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the tender.

- 49.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.

- 49.3 The contractor must arrange for the placement of workers in such a way that the



delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.

- 49.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and preforma of the report will mutually be agreed after the award of contract.

50 DRAWINGS TO BE SUPPLIED BY THE OWNER:

- 50.1 Where drawings are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed an idea about the work involved.
- 50.2 Detailed working drawings on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.
- 50.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office of the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works. Reference is also invited to clause 42.2 and 42.3 above regarding drawings and other documents.

51 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

- 51.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 51.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.



51.3 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.

52 SETTING OUT WORKS:

52.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

52.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.

52.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

52.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.

52.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.



53 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

54 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

54.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The materials procured by the contractor shall be BPRL approved/specified quality.

54.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.

54.3 Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these will be arranged by the contractor promptly at his own cost.

55 MATERIALS SUPPLIED BY OWNER:

55.1 If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.



55.2 The value of the materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition, at contractor's cost.

56 CONDITIONS FOR ISSUE OF MATERIALS:

- i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.
- ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.
- iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.
- vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties



and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.

- vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to Issue such materials If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.
- viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.
- ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.
- x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.
- xi) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.
- xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.
- xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other



purpose(s) than issued for.

57 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:

Notwithstanding anything contained to the contrary in any or all the clause of this document where any materials for the execution of the contract are procured with the assistance of Owner either by issue from Owner's stock or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason, whatsoever on his being paid or credited such prices as the Engineer in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in-Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of the licenses or permits, and/or for criminal breach of trust, be liable to compensate the Owner a double rate or high rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

58 MATERIALS OBTAINED FROM DISMANTLING:

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 64 & 68 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

59. ARTICLES OF VALUE FOUND:

All gold, silver and other materials, of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or person indicated by the Owner.

60 DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt, arise as to the meaning of any such



instructions or should there be any misunderstanding between the contractor's staff and the Engineer-in-Charge's staff, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, or doubts, or misunderstanding shall in any event be admissible.

61 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

A) The Engineer-in-Charge shall have power to make any alterations in, omissions 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 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 respect on which he agree to do the main work. The time for completion of work may be extended for the part of the particular job at the discretions of the Engineer-in-Charge, for only such alteration, 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:

- a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- b) 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 works as specified in the contract for the work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.
- c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which 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 rates on the basis of the prevailing



market rates of materials, labour cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

d) Provisions, contained in sub-clause (a) to (c) above shall not, however, apply: Where the value of alterations / additions / deletions or substitutions exceeds beyond plus or minus 25% of the estimated contract value (i.e. quoted item rates of contractor shall hold good for variations etc. within plus or minus 25% of estimated contract value)

B) In the event and as a result of such alternatives / additions / substitutions / deletion, the scope of contract work exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall claim revision of the rates supported by the proper analysis in respect of such items for quantities in excess of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (b) of Clause 61 A, and the Engineer-in-Charge may revise their rates having regard to the prevailing market rates, and the contractor shall be paid in accordance with the rates so fixed. But, under no circumstances the contractor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

62 ACTION WHERE NO SPECIFICATIONS ISSUED:

In case of any class of work for which there is no such specification given by the Owner in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge.

63 ABNORMAL RATES:

The contractor is expected to quote rate for each item after analysis of cost involved for the completion of item/work, considering all specifications and conditions of contract. This will avoid loss of profit or gain, in case of curtailment or change of specification for any item. In case it is noticed that the rates for any item, quoted by the tenderer unusually are high or unusually low it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.



64 INSPECTION OF WORK:

- 64.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.
- 64.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.

65 ASSISTANCE TO THE ENGINEERS:

The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works and taking measurement of work.

66 TESTS FOR QUALITY OF WORKS:

- 66.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.



66.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.

66.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

67 SAMPLES:

The contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishing applied in actual work shall be fully identical to the approval samples.

68 ACTION AND COMPENSATION IN CASE OF BAD WORK:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorized representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percentage of the estimated cost of the whole work, for every week limited to a maximum of 10 per cent of the estimated cost of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.



69 SUSPENSION OF WORKS:

The contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.

70 OWNER MAY DO PART OF WORK:

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

71 POSSESSION PRIOR TO COMPLETION:

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possessions or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, suitable adjustment in the time of completion will made and contract agreement shall be deemed to be modified accordingly.

72 PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:

- 72.1 The contractor shall guarantee the installation/site work for a period of 12Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by



the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit.

72.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

72.3 Care of Works:

From the commencement to completion of works, the contractor shall take full responsibility for the care of all works including all temporary works, and in case any damage, loss or injury happens to the works or to any part thereof or to any temporary work, from any cause whatsoever, he shall at own cost repair and make good the same, so that at completion, the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.

72.4 Effects prior to taking over:

If at any time, before the work is taken over, the Engineer-in-Charge shall

- a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of contract (all such matters being herein after called 'Defects' in this clause) and
- b) As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified.

In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for



which they are intended and except for maintenance thereof provided in clause 72.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.

72.5 Defects after taking over:

In order that the contractor could obtain a completion certificate, he shall make good with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act of omission of the contract that may have been noticed or developed after the works or group of the works has been taken over. The period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at the contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

- 72.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 72.1 above. This Retention amount or Bank Guarantee furnished against Security Deposit/retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.
- 72.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. Review of performance will be carried out at appropriate intervals by BPRL.



SECTION VI

BILLS / MEASUREMENT / PAYMENT

73 SCHEDULE OF RATES AND PAYMENTS:

i) Contractor's Remuneration

The price to be paid by the Owner to contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective item rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

ii) Schedule of rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.



iii) Schedule of Rates to Cover Constructional Equipments, Materials, Labour etc.

Without in any way limiting the provisions of the preceding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional equipment, temporary work (except as provided for herein), pumps, materials, labour, the insurance, fuel, stores and appliances to be supplied by the contractor and other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof, finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of this contract.

iv) Schedule of Rates to cover Royalties, Rents and Claims:

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the Owner which the contractor hereby gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of a such articles, processes or materials, Octroi or other municipal or local Board charges levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

v) Schedule of Rates to Cover Taxes and Duties:

No claim or exemption or reduction of customs duties, excise duties, sales tax, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

vi) Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.



vii) Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates which have been fixed by the contractor and agreed to the Owner and cannot be altered.

For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

74 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:

i) Measurements:

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorise agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of accepted by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurement will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

ii) Billing:

The contractor will submit a bill to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

iii) Dispute in Mode of Measurements:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.



75 LUMPSUMS IN TENDER:

For the items in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement of determination, the owner may at his discretion pay the lumpsum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.

76 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date of physical completion of the work, and settled immediately but not later than 60 days otherwise the Engineer-in charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties. The final bill shall be presented by the contractor along with 'No claim certificate' in a format acceptable to the owner or such other documents as directed by the owner.

77 EXTRA WORK:

Should the contractor consider that he is entitled to any extra payment for extra job carried out whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment for the extra work. Such notice shall be given to the Engineer-in-Charge within one week from the ordering of any extra work or happening of any event, upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the owner to reject any



such claim and no delay in dealing therewith shall be waiver by the owner of any rights in respect thereof.

78 PAYMENT OF CONTRACTOR'S BILL:

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.

79 MODE OF PAYMENT:

Payment will be made to the contractor normally through NEFT mode.

80 COMPLETION CERTIFICATE:

80.1 Application for Completion Certificate:

When the contractor fulfills his obligation under clause 72.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

The contractor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

80.2 Completion Certificate:

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared off



the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 80.3 below and to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

80.3 Clearing the site:

Cart away all debris generated from the work and dispose it off without giving rise to any complaints from local, municipal or government authorities. Metal scraps or any other scrap including wooden packing materials shall be disposed as instructed by the Engineer-in-Charge or as follows:

- a) All unused scrap steel bar/ structural steel sections/pipe materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weighment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.
- b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

80.4. The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of



Engineer-in-Charge.

81 FINAL DECISION AND FINAL CERTIFICATE:

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 72 and that the contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

82 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:

Except the final certificate, no other certificate or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or occupancy or validity of any claim by the contractor.



SECTION VII

TAXES/DUTIES/INSURANCE

83 TAXES, DUTIES, OCTROI ETC.:

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc. now in force or hereafter Imposed, increased or modified, from time to time in respect of work and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance by all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State or Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

84 INSURANCE:

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

i) **Employees State Insurance Act:**

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third



parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii) Workman's Compensation and Employee's Liability Insurance:

Insurance shall be effected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractors insurance.

iii) Any other Insurance Required Under Law or Regulations or by Owner:

Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.



iv) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorised use of the vehicle.

85 DAMAGE TO PROPERTY:

- i) 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 or being procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or damage is due to fault and/or the negligence willful acts or omission of contractor, his employees, agents, representative or \ sub-contractor.
- ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims results from the fault and/or negligence or wilful acts or omission of contractor, his employees, agents, representatives or sub-contractors.



SECTION VIII

LABOUR LAWS AND OTHER REGULATIONS

86 LABOUR LAWS:

- i) No labour below the age of eighteen years shall be employed on the work.
- ii) The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any sub-contractors engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with this requirements.
- iii) The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get him self registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.
- iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.
- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.



87 IMPLEMENTATION OF APPRENTICES ACT 1961:

The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be 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.

88 CONTRACTOR TO INDEMNIFY THE OWNER:

- i) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 84 and all actions/ proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law 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 sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

- ii) Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country.

In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by 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 Section 12 sub-section (2) of 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 the contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12, sub-section (I) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.

iii) Employment Liability:

- a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving 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 such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of 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 with regard to payment of wages of his employees and also of employees of his sub-contractor.
- b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:

It is fully understood that your appointment and/ or deployment is only in connection with the owner and it does not give you any right of claim for employment by owner.

89 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the contractor's part this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.



90 SAFETY REGULATIONS:

- i) In respect of all labour, directly or indirectly employed In the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.
- ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

91 ARBITRATION:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPRL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the Director of the BPRL or of some officer of the BPRL who may be nominated by the Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPRL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPRL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the BPRL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by Director of the BPRL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on



all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally, and deemed to form part of the reference made by the Director.
- d) The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.
- g) The parties hereby agree that the courts in the city of Mumbai, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city



of Mumbai, only.

92 JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.



SECTION - IX

MEMORANDUM OF AGREEMENT

An agreement made this _____ day _____ of _____ 20__ between BHARAT PETRORESOURCES LIMITED a Company Incorporated in India and having its office at Ballard Estate, Mumbai, (herein after referred to as 'the Company' which expression shall include its heirs, legal representatives, successors and permitted assignees) of the one part, and

(herein after referred to as "The Contractor" which expression shall include its heirs, legal representatives, successors and permitted assignees) of the other part, whereby it is agreed:-

1. The Contractor shall carry out and complete the work as mentioned in the Purchase order/Contract No. _____ dated _____, (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchase order/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.
2. **Inspection of site:** The Contractor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitled him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.
3. **Supply of Labour and Materials:** The Contractor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The contractor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the contractor and no alterations shall be made therein unless previous sanction thereto has been given in writing by the Company.



- (a) The Contractor shall prepare detailed and shop drawings and any other data required.
 - (b) All materials supplied by the Contractor shall be of the best quality. The Contractor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.
 - (c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.
4. E. & O. E. No advantage is to be taken either by the Company or the Contractor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the contractor in connection with the work.
5. Damage on account of Incomplete work: The Contractor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the contractor; otherwise they shall be recoverable by lawful means.
6. a) Determination of the Agreement: The company shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the company, the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever. On such determination / termination, the cost of approved materials, brought by the contractor and lying at the site, at current market rates as verified and approved by company's engineer and of the value of the work done to date by the contractor shall be paid for in full at the rate specified in the contract. A notice in writing from the company to the contractor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.

Should the contract be determined as above and the contractor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the engineer-in-charge. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the contractor.

The contractor shall not be entitled to get any possible loss of profit that he could have



earned had the contract been not determined / terminated under the above clauses of this article.

b) Termination/Offloading: The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company shall have the liberty and right to entrust/engage/award the work so terminated off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

7. **Defective Work / Materials:** If the work done by the Contractor or any part there of shall be found defective in workmanship or by reason of bad or inferior materials used, then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner. The Company may, if necessary, at the cost and risk of the Contractor, temporarily stop all other activities by the Contractor in connection with the work until such time as the defective work has been rebuilt or replaced at the Contractor's cost. In case of default on the part of the contractor to remove defectives work and rebuild or replace the same without delay and in a manner satisfactory to the Company, the Company shall be entitled to employ another Contractor or its own workman to carry out the removal and rebuilding or replacing at the risk and cost of the contractor.
8. **Substitution of Contractor :** If the Company finds it necessary to employ a person or persons for the purposes provided in clauses 6 (b) and 7 above, then the Company may deduct and retain from out of the sums due to the contractor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the Company and if such amounts be more than the sums due or thereafter becoming due to the Contractor, than the balance, shall be a debt recoverable from the Contractor by the Company. The Contractor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the Company from removing defective work and re-building or replacing the same in a manner satisfactory to the Company and/or from, completing the work in the manner aforesaid.
9. **Removal of Material:** On the Determination of the Agreement as referred to in Clause 6, the Contractor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is agreed that in case of such determination the company



shall be entitled to purchase from the Contractor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Contractor. Should Company incur any loss in respect of the sale, it shall be entitled to recover same from the Contractor.

10. **Inspection of work:** Inspection will be made periodically during the progress of the work by the authorized Engineer of the Company and all work performed must be of acceptable quality of which the said Engineer-in-Charge will be the sole judge.
11. **Supervision:** The Contractor shall during the whole time the work is in progress, employ one or more competent and technical English speaking Supervisors acceptable to the Company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work there. Any directions, explanations, instructions, or notices in connection with the work given by the Company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.
12. **Payment:** The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR 100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPRL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee.
13. **Defects after Completion:** Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own



cost unless the Company shall decide that the Contractor will be paid for such amending and making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.

14. **Alterations:** The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.
15. **Subletting Agreement:** The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.
16. **Cancellation:** The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. **Workmen's Compensation Liability:** The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-



Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.

18. **Safety Regulation:** The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

19. **Arbitration**

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPRL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the Director of the BPRL or of some officer of the BPRL who may be nominated by the Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPRL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPRL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director



as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the BPRL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by The Director of the BPRL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally, and deemed to form part of the reference made by the Director.
- d) The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the



other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.

- g) The parties hereby agree that the courts in the city of Mumbai, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai, only.

20. **Jurisdiction:**

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.

21. **Minimum Wages:**

The Contractor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

22. **Employees State Insurance:** This Contractor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in respect of the employees employed by or through him (the Contractor), as well as the employee's contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

In witness where of the said contracting parties have set their hands.

Witness _____
For Bharat Petroresources Ltd.

For Bharat Petroresources Ltd.



Witness _____

Contractor's witness - Signature

Contractor's Signature

Name & Address:-

Name & Address:-



BHARAT PETRORESOURCES LTD

ACKNOWLEDGEMENT

We, M/s. _____ having office at _____ received the copy of GENERAL CONDITIONS OF CONTRACT and confirm our acceptance to all the terms and conditions as mentioned herein in this General Conditions of Contract and we are hereby returning this copy of Acknowledgement duly signed.

For & on behalf of M/s. _____

Signature:

Name: _____

Designation: _____

(Seal / Stamp)

Place:

Date:

End of Part 3



PART - 4

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. DEFINITIONS

Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1** “Affiliate” shall mean any company which is a subsidiary or parent or holding company (or any tier) of a company or is the subsidiary (of any tier) of a company which is the parent or holding company (of any tier) of a company.
- 1.2** “Applicable Laws” shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.
- 1.3** “Company”/ “Owner”/ “BPRL” shall mean Bharat Petro Resources Ltd.
- 1.4** “Company Items” or “Company Equipment” means the equipment, materials and services, which are to be provided by company at the expense of company and listed in the Contract.
- 1.5** “Company Personnel” means the personnel to be provided by Bharat Petro Resources Limited (BPRL) or BPRL's contractor (other than the Contractor executing this Contract). Company Representative and the consultant deployed by BPRL for supervision of operations shall also be part of Company Personnel;
- 1.6** “Company Representative” means such person(s) who is duly appointed by the Company to act on Company’s behalf at Worksite.
- 1.7** “Completion Period” means the respective period(s) prescribed / fixed by Company for completion of Services/Works at a particular Worksite.
- 1.8** “Contract” shall mean the contract(s) awarded by the Company to the lowest adjudged bidder(s) by the Company under this tender.
- 1.9** “Contractor” shall mean the bidder(s) who is adjudged as the lowest/ one of the lowest acceptable bidder(s) under this tender and to whom a contract is awarded by the Company for provision of Services.
- 1.10** “Contractor’s Items” or “Contractor’s Equipment” means the equipment, tools & tackles, which have to be provided by Contractor at the expense of Contractor, being necessary for providing Services in accordance with ‘Scope of Work and Technical Specifications’ of the tender.
- 1.11** "Contractor Personnel" means the personnel to be engaged by the Contractor from time to time to provide Services as per the Contract;
- 1.12** “Contractor Representative” mean such person who has been appointed by the Contractor to act on Contractor’s behalf at Worksite and whose appointment has been duly notified in writing to the Company.



- 1.13** “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs. on the next calendar day.
- 1.14** “Drillsite”/”Worksite”/”Wellsite”/ “Site” means the location/area where the Contractor is required to provide Services/ perform Work.
- 1.15** “Facility” means and includes all property of Company, owned or hired, as described in this agreement, which is or will be a part of the Company, to be made available for Services under this Contract.
- 1.16** “Government” means the Government of India or the State, Municipal or Local Government under whose jurisdiction the Worksite falls, inclusive of any ministry, agency, authority or other entity controlled by them.
- 1.17** “Gross Negligence” shall mean such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others.
- 1.18** “Mobilization Duration” shall mean the time period allowed to Contractor to mobilize the required Contractor’s Items, Contractor Personnel and Supply/Goods at a Worksite from the date of issue of written communication by Company to take up construction work for the Wellsite.
- 1.19** “Operating Area” means those areas in onshore India in which Company may from time to time be entitled to conduct drilling operations.
- 1.20** “Services”/ “Work” mean the various Civil Engineering services required to be provided / works to be performed by Contractor in accordance with the provisions contained in this tender as more particularly described in ‘Scope of Work’, Part-6 of this Tender Document and shall include such other services/works as may from time to time be agreed to in writing between the Contractor and the Company.
- 1.21** “Supply”/”Goods” shall mean the construction materials that are required to be provided by Contractor in order to prepare / construct roads and buildings etc. during / for provision of Services under the Contract.
- 1.22** “Week” means a period of 7 (seven) consecutive Days.
- 1.23** “Willful Misconduct” shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other party and shall also mean to include a conscious willful act or conscious willful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.

2. COMMENCEMENT DATE AND TIME

‘Duration of Contract’ is defined as the period from ‘Commencement Date’ until termination or expiry of the Contract in accordance with various provisions of the Contract.

The terms and conditions of the Contract shall come into effect on the date of issue of Letter of Award of Contract by the Company (the “LOA”) and shall continue to be in force for the period required for provision of Services for a 12 (twelve) month period from the



Commencement Date. The Company may, at its discretion, extend 'Duration of Contract' by upto six months at the same rates, terms & conditions.

Completion Period for Services at each Worksite shall start from the date of issue of written communication by Company to Contractor to take up construction work for a Wellsite which shall include works related to preparation of approach road and / or development of existing roads etc. Such date of written communication to take up construction work for first Wellsite shall be treated as the 'Commencement Date' of the Contract.

Mobilization Duration for each Wellsite shall be 15 (fifteen) Days from the date of issue of written communication to take up construction work for that Wellsite. Contractor shall have to necessarily complete mobilization of all required resources within this time period.

Construction & development work shall have to be completed within 60 (sixty) Days including mobilization duration for each Wellsite from the date of issue of the written communication for that particular Wellsite to take up construction work there. In case Construction & development work for two Wellsites is required to be done back to back, the completion period for subsequent Wellsite shall be 45 (forty-five) Days from the date of completion of Construction & development work at the previous Wellsite.

Priority for construction of Wellsites issued by BPRL shall be strictly followed by the Contractor.

In case of any delay in completion of Work, Price Adjustment/ Price Reduction will be done in accordance with Clause 24 below.

3. FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WORK SITE

Contractor shall provide food & accommodation for all Contractor personnel at its own cost. Transportation of Contractor Personnel to & fro Wellsite shall be arranged by Contractor. The Contractor shall also be responsible for providing first aid/medical facilities to all its personnel at its own cost.

4. CONTRACTOR'S SPECIAL OBLIGATIONS

4.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company. However, Company is authorized to designate its representative, who shall at all times have access to the Contractor's Equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company Representative at Wellsite as being in charge of all Company Personnel and Company designated personnel at Wellsite. The Company Representative may,



amongst other duties, observe, test, check and inspect Services/Work performed by Contractor or examine records kept at Wellsite by Contractor.

Contractor shall arrange for inland transportation of all its equipment, etc. from its base to the place of work and back at the end of the work at its own expense.

Payment of State Entry Tax for bringing Contractor's Equipment / Goods/Supplies to Drill Site shall be Contractor's responsibility. Road permit will be arranged by BPRL.

4.2 Contractor's Representative and Contractor Personnel

The Contractor shall intimate in writing name of Contractor's Representative. The Contractor may replace such individual by giving prior notice to Company. Contractor's Representative shall be empowered to act on behalf of Contractor to direct the performance of the work required under this Contract, subject to the terms and conditions contained herein.

Contractor shall furnish Contractor Personnel, who are trained, experienced, and qualified to perform the work in accordance with good engineering practices followed in construction & maintenance of Drill Site/ Approach Road. Contractor shall cause Contractor Personnel to carry out the obligations of Contractor provided in this Contract, and shall ensure that Contractor Personnel are well verse in maintenance and operation of Contractor's Equipment.

Contractor shall comply, and shall cause Contractor Personnel to comply, with all resolutions and regulations issued by the appropriate labor authorities of India. Furthermore, Contractor shall be solely responsible, at its sole cost and expense, for: all wages, salaries, and expenses, of any nature, arising out of or in connection with the employment, support, administration, and maintenance of Contractor Personnel, including but not limited to provisions of Applicable Labour and Works Contract Laws, provision of required personal protective equipment (PPE) and transportation required in connection with Contract execution. Contractor shall indemnify, defend, and hold harmless Company and its Affiliates from and against all liabilities, demands, claims, and expenses, of any nature, related thereto.

4.3 Contractor's Equipment

Contractor, at its own cost and expense, shall provide or supply all materials and equipment (including supplies/goods, machinery, parts, tools and tackles) and all other apparatus necessary to operate Contractor's Items and for performance of Services as per 'Scope of Work' of the Contract. If any additional equipment and other accessories are required for performance of Scope of Work under the Contract, the Contractor shall arrange for the same at its own cost.

Contractor represents and warrants that all Contractor's Equipment and supplies furnished by Contractor for the Work shall be furnished and maintained during the



term of this Contract in good condition, at Contractor's sole cost and expense, and shall be suitable for the uses intended in accordance with good engineering and standard oil-field practices. Repair and replacement of Contractor's Equipment shall be the sole responsibility of Contractor, unless specifically provided otherwise in this Contract.

In case Contractor fails to remove/rectify within three (03) days, or as is mutually agreed upon, from the time of receipt of written notice of any defects/deficiencies pointed out by Company at any time during the duration of the Contract, Company may reject any Contractor's Items which are defective or are not in accordance with provisions contained in the Contract. Contractor shall comply with any reasonable instructions given on rejection of any Contractor's Items and carry out repair or replacement as necessary at Contractor's cost.

4.4 Discipline and Safety

Contractor shall maintain strict discipline and good order among Contractor's Personnel. Contractor shall adequately instruct all Contractor's Personnel in safety equipment usage and proper work procedures to avoid personal injury and damage to Contractor's Equipment, Company Equipment, and third party equipment and damage to any assets and Facility of the Company.

Contractor shall provide safe working conditions. No smoking or open flame, matches, or lighters shall be permitted on the worksite, except in designated areas agreed by Contractor and Company. Contractor shall not allow and shall prevent the existence or use of alcoholic beverages or drugs at the well and work location. Contractor shall promptly report each accident to Company and shall provide Company with a written Accident Report within twenty-four (24) hours of the occurrence of each accident and shall notify all government agencies thereof as required by law. Contractor shall immediately report to Company all fatalities and serious injuries sustained in activities.

All personal protective clothing and equipment shall be maintained in good condition and shall be worn and used on all relevant occasions as indicated by notices, instructions and good practices.

5. COMPANY'S SPECIAL OBLIGATIONS

5.1 Ingress and Egress at location: Company shall provide Contractor requisite certificates for obtaining rights of ingress to and egress from the locations where Wellsites are to be built, including any certificate required for permits or licenses for movement of Contractor Personnel. Contractor shall be responsible for obtaining required permits and/ or licenses for Contractor's Equipment and Contractor Personnel for performance of Work. Any delay in completion of Work due to delay in obtaining required permits and/ or licenses for Contractor's Equipment and



Contractor Personnel shall be attributable to Contractor and necessary Price Adjustment/ Price Reduction will be done in accordance with Clause 24 below.

6. RIGHTS AND PRIVILEGES OF COMPANY

Company shall be entitled to check Contractor's Equipment and Goods/Supplies before and after mobilization. If they are not found in good order or do not meet specifications as per 'Scope of Work' or in case of non-availability of some of the required Contractor's Items/Goods, the Contractor may not be allowed to commence or resume operations until the Contractor has remedied such default.

7. GUARANTEE/ DEFECT LIABILITY PERIOD AND WARRANTY

- 7.1** Contractor shall fulfil all of its obligations under the Contract and shall execute the Supply and Services in conformity with the specifications set forth in the 'Scope of Work'.
- 7.2** Contractor shall ensure that the Supply and Services meet Company's requirement with regard to any quality, quantity and specifications, which are set out in the Contract and shall be fit for purpose as per international practices.
- 7.3** To remedy the non-conformities in construction, notified to Contractor by Company, the Contractor shall, at Company's discretion, re-construct or repair the structures, roads etc. to Company's entire satisfaction.
- 7.4** To remedy the non-conformities in Supplies, notified to Contractor by Company, the Contractor shall replace the Goods supplied to Company's entire satisfaction.
- 7.5** Unless otherwise agreed in writing by Company, the Guarantee Period or the Defect Liability Period for the Supply and Services for each Wellsite shall be 12 (twelve) months from the date of completion of Services/Work at the Wellsite or commencement of restoration work at that Wellsite, whichever is earlier. Contractor is liable to immediately take-up/rectify any incomplete/defective work that are informed to them during the Defect Liability Period.
- 7.6** The Contractor on notification by the Company, shall attend to the defect(s) as soon as possible, in any case within three (3) days from the date of issue of notification by Company and shall rectify or remedy the defects at its own cost within a reasonable time and shall make its own arrangements to provide materials, labor and any other appliances that may be required in this regard.
- 7.7** The Contractor will provide to the Company by the due date(s), all drawings, certificates or other documentation in the specified format and quantities as detailed in the Contract.



8. FORCE MAJEURE

- 8.1** Upon occurrence of Force Majeure as mentioned in GCC, such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 8.2** Should Force Majeure conditions as stated above occur and should the same be notified within 72 hours after its occurrence, either Party will have the right to terminate the Contract if such Force Majeure conditions continue beyond 30 Days, with prior notice.

9. COMPENSATION FOR CONTRACTOR

- 9.1** Compensation for the performance of the Work and Services the materials, supplies, equipment, services etc. furnished by Contractor will be in accordance with this Tender Document.
- 9.2** Determining amount payable to Contractor

Company shall pay Contractor the lump sum and / or rates specified for various operations / Supplies mentioned in Schedule of Rates for Work/ Services performed or Supplies made by Contractor.

All rates in Schedule of Rates are inclusive of all taxes and duties as specified in Part 3, GCC unless otherwise specified elsewhere in the Contract. The Contractor shall, however, take all necessary steps and follow all instructions whenever given by Company to ensure that Company gets the exemptions to the taxes and duties as provided by the Government of India to Company.

The rates mentioned at Schedule of Rates shall be firm and fixed throughout the execution of the Contract.

10. TERMINATION OF CONTRACT

- 10.1 Termination for Convenience by Company:** Notwithstanding anything contained herein to the contrary, Company shall have the right to terminate this Contract, in whole or in part, at any time, by giving written notice to the Contractor even though Contractor has not defaulted hereunder and in such event, Company shall be under no obligation, of any nature, except as provided hereunder.

In case of cancellation as aforesaid, the Contractor shall:

- a) Effect immediate cancellation of orders placed with others and discontinues all work of manufacturing of Goods / Supplies;



- b) Upon Company's request, deliver to the Company the drawings, data sheets etc. and all materials etc., paid for by the Company either directly or indirectly and Company shall have the right to make use of same for such purposes as Company may desire.

Upon 'termination for convenience of the Company' under the provisions of this Clause, the Company shall pay to Contractor all payments due for the portion of Services / Work completed prior to such termination, plus reasonable costs, to be mutually agreed, that have been actually incurred or committed to by Contractor (such as costs which are not cancellable or recoverable or are for specially engineered or manufactured equipment).

10.2 Termination due to default by Contractor: Company shall have the right to terminate the Contract upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:

- a) If Company becomes dissatisfied with Contractor's performance of Services hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor Personnel and Contractor fails to commence to remedy and cure the same within three (03) Days after receipt of written notice thereof from Company.
- b) If Contractor becomes insolvent, or makes any transfer or assignment for the benefit of creditors, or files a voluntary bankruptcy proceedings or receivership proceedings are instituted against Contractor.
- c) If Contractor commits a breach or default in any of its covenants or obligations under the Contract and fails to cure and remedy the breach or default within three (03) Days after receipt of written notice thereof from Company, unless another time interval is provided herein for the same.
- d) If any Governmental Agency fails or refuses to grant Contractor Personnel the required entry permits pertaining to the location where the Services are to be performed and Contractor fails to remedy the same within three (3) Days after receipt of written notice thereof from Company.
- e) If any Governmental Agency fails or refuses to approve performance of Services by Contractor and/or Contractor Personnel and Contractor fails to remedy the same within three (3) Days after receipt of written notice thereof from Company.
- f) If Contractor and/ or Contractor Personnel commit an illegal act which: (i) is a violation of the Contract; or (ii) jeopardizes Company's relationship with the Government or any community where Company may conduct its operations, as determined by Company.



- g) Termination for any of the aforesaid reasons shall be effective immediately from the date of default by Contractor. Termination under this Clause shall be without prejudice to any claim, which Company may have against Contractor or Contractor may have against Company as a result of Services performed hereunder prior to such termination.

10.3 Termination due to Force Majeure Situation: Either Party shall have the right to terminate the Contract on account of Force Majeure as set above in Clause 8.

10.4 Termination on expiry of the Contract: This Contract shall automatically terminate on the expiry of 'Duration of Contract' or on successful completion of Services and discharge of its contractual obligations by Contractor in accordance with 'Scope of Work' of the Contract.

11. GENERAL LEGAL PROVISIONS

11.1 General Legal Provision: Contractor shall not, without the prior written approval of the Company, assign or transfer the Contract or any rights or benefits thereunder to any other person/firm/company. The Contractor hereby consents to Company assigning and transferring its rights and obligations under this Contract to any of its Co-venturers or Affiliates.

11.2 Governing Law: This Contract is to be construed and governed in accordance with laws of India. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts at Mumbai.

11.3 Language: The ruling language of the Contract shall be the English language.

11.4 Mitigation of Loss: Both the Company and the Contractor shall take all reasonable steps to mitigate any loss resulting from any breach of Contract by the other party.

11.5 Entire Contract: This Contract constitutes the entire Agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. No amendments to the Contract shall be effective unless issued in writing and agreed by both Parties.

11.6 Headings

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

12. NOTICES

All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out below. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.



12.1 Notices to the Company shall be sent to the following address:

Company: Bharat PetroResources Limited
12th Floor, F Wing, Maker Towers,
Cuffe Parade, Mumbai – 400005
Tel:- +91-22-22175289, 22175646
Fax:- +91-22-22154364

12.2 Notices to the Contractor shall be sent to the address and other communication details including Fax No. provided by the bidder in its bid for this purpose.

12.3 Any notice may be served by hand delivery, courier, registered mail or facsimile transmission.

12.4 Any notice given by hand delivery or courier shall be deemed to be given at the time of delivery.

12.5 Any notice given by fax shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the following provision. Where said time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 10:00 hrs (recipient's local time) on the recipient's next following business day.

12.6 Any notice served by registered mail shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.

13. EMPLOYMENT OF INDIAN NATIONALS AND USE OF INDIAN GOODS AND SERVICES

13.1 Indian Citizens to be employed to Maximum Extent Possible

Without prejudice to the right of the Contractor to select and employ or engage such personnel as, in the opinion of the Contractor, are required for carrying out the Services/Works in a safe, cost effective and efficient manner, the Contractor shall to the maximum extent possible, employ and require its subcontractors to employ citizens of India having appropriate qualifications and experience, taking into account experience required in the level and nature of the Services to be performed.

13.2 Preference to be given to Indian Suppliers

Contractor shall give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal to or better than imported goods with respect to timing of delivery, quality and quantity required, price and other terms.



14. TEMPORARY ALLOCATION OF AREA FOR CONTRACTOR

It will be the sole responsibility of the Contractor to identify and arrange suitable area for creating its stores, offices, plants, workshops and labour camp etc. at its own cost. Some surplus area from the Wellsite plot, if available, may be temporarily allocated to the Contractor for its stores, offices, plants, workshops etc. for the time being at the discretion of Engineer - in -Charge and such stores etc. shall be removed and area made clean on completion of Services / Work by Contractor at its own cost. Company neither undertakes any responsibility for providing the area nor will entertain any sort of right/ claim/ reimbursement etc. towards arrangement of area/ land etc. by the Contractor.

15. DIMENSIONS AND LEVELS

All dimensions and levels shown on the Drawings shall be verified by the Contractor on the site and it will be held responsible for the accuracy and maintenance of all dimensions and levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Engineer-in-Charge before proceeding with the work.

16. SITE MEETINGS

Progress and quality evaluation meetings will be held at the site every week. The Contractor's senior representative in charge of the project along with his site-in-charge and other staff including staff of approved subcontractors and suppliers as required shall participate in these progress review meetings and ensure all follow up actions. Any additional review meetings shall be held if required, as decided by the Engineer-in-Charge which also shall be attended by the above referred representatives.

17. SAFETY OF ADJACENT STRUCTURES & TREES

The Contractor, at its own cost, shall provide and erect such supports as may be required to protect efficiently all structures and protective guards to trees which may be endangered by execution of Works/Services or otherwise take such permanent measures as may be required by the Engineer-in-Charge /Statutory Authorities to protect the structures and trees.

18. TEMPORARY ROAD

Temporary access road shall be provided to the Wellsite by the Contractor from the main road for its Works at its cost as directed by the Engineer-in-Charge. The Contractor shall be responsible for proper maintenance of this access road in the interest of its own work and would take all care to see that existing services if any are maintained in working order.



The construction and maintenance of temporary roads within the site area shall be the Contractor's responsibility and at its own cost. Contractor shall take all such measure as are necessary and / or as directed by the Engineer in- Charge.

19. TEMPORARY SERVICES

The Contractor shall provide and maintain all temporary services on or around the Wellsite, required for execution of Works, at its own cost, and shall remove them on completion. Cost to obtain such services shall be borne by the Contractor.

20. SEVERANCE

If any provision of this Contract shall be held to be invalid or unenforceable by a judgment or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing on one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.

21. BUSINESS ETHICS

The Contractor shall at all times carry out its obligations under the Contract in a lawful manner consistent with the highest ethical standards and the Contractor shall not at any time enter into any business arrangement with personnel or officers or agents of the Company or its Affiliates or the Co-Venturers without Company's prior written approval.

22. MOEF (MINISTRY OF ENVIRONMENT & FOREST) GUIDELINES

Pre-commissioning inspection of equipment, safety meeting, tool box meetings, job safety analysis and audits shall be carried out to identify hidden/ potential hazards including Risk Register and ERP (Emergency Response Plan).

The successful Bidder shall take necessary measures to reduce noise levels at source at the drill sites by providing mitigation measures such as proper acoustic enclosure on DG Sets and meet the norms notified by MOEF.

Wherever details have not been spelt out, all HSE (Health, Safety & Environment) matters should be guided in accordance with the provisions of relevant clauses of Mines Act 1952, EP (Environment Protection) Act 1986, Oil Mines Regulation Act 2011& OISD Standards and their subsequent amendments.



23. WATER, POWER & OTHER UTILITIES

All utilities, water & power required for site work shall be arranged by Contractor and shall be Contractor's responsibility. Delay in completion of work due to non-availability of water /power or any other requirement shall be attributable to the Contractor and necessary Price Adjustment/ Price Reduction will be done in accordance with clause 24 below.

24. PRICE REDUCTION SCHEDULE (PRS)

Time is essence of the Contract. In case the Contractor fails to complete the Work / Services at a Wellsite within the stipulated period for that Wellsite, unless such failure is due to Force Majeure or due to Company's default, the compensation payable to the Contractor for the Work completed at that Wellsite shall be reduced @ 0.5% (zero point five percent) of the value of the work of that Wellsite for each Week's delay or part thereof, subject to a maximum of 5% (five percent) of the value of the Wellsite, by way of reduction in price on account of delay and not as penalty. The said amount will be recovered from the amount due to the Contractor /Contractor's Performance Security Deposit.

The PRS shall be applicable for each well site separately, as per the value of executed work for each well and as per the completion time stipulated in the contract for each well from the day of intimation.

The decision of the Engineer-in-Charge in regard to applicability of Price Reduction Schedule shall be binding on the Contractor.

25. EVALUATION CRITERIA

Price Evaluation of bids will be done 'Set-wise'. Both Sets of Wellsites (Set-1 and Set-2) will be evaluated separately and successful bidder for each Set of Wellsites shall be selected based on the Setwise lowest quote basis.

26. CURRENCY OF QUOTE

Indian bidders have to quote in INR only. Foreign bidders can quote either in USD or EURO. Bidders must specify currency of Quote accordingly in the Price Bid.

27. EARNEST MONEY DEPOSIT

Vendors must submit an interest free **EMD** for participating in this tender, vide a Demand Draft drawn on Indian Nationalized Bank / Wire Transfer (Only for vendors based outside India), for **Net** amount of Rs. 5,00,000 (for Indian Bidders) / USD 7940 (for Foreign Bidders, any banking charges, etc have to be borne by bidders) in favor of M/s Bharat PetroResources Limited payable at MUMBAI. Please note that wire transfer shall be allowed only for foreign bidders.



The bank details for remitting EMD by foreign bidders as follows:

Bank Name: BNP Paribas; **Branch Name:** Fort, Mumbai; **Branch Address:** French Bank Building, 62, Homji Street, Fort, Mumbai-400001; **USD Account no.:** 0900911578100148; **Swift Code:** BNPAINBBXXX.

Physical Instruments (DD) have to be sent to below mentioned address before the due date and time mentioned in the tender.

Mr. Arun Shahi/ Mr. Tarun Dey
Bharat PetroResources Ltd.
9th Floor, Maker Towers-E Wing,
Cuffe Parade,
Mumbai 400005

EMD should be submitted in physical form in a sealed cover addressed to Mr. Arun Shahi / Mr. Tarun Dey, boldly super-scribed on the outer cover 1) Tender Number, 2) Tender Name, 3) Closing date / Time, 4) Name of the tenderer. BPRL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

In case of wire transfer, remittances also has to reach in our account mentioned above on / before due date and time and intimation of wire transfer details have to be sent to below mentioned Email Id, well in advance before the due date and time mentioned in the tender.

arun.shahi@bharatpetroresources.in
dey.tt@bharatpetroresources.in

Cheques, cash, Money Orders, Bank Guarantee, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Bid (s) received without the EMD is liable to be rejected. DD copy should be uploaded in the Bid form.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and 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 for the item mentioned in the tender. Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the



document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

EMD is liable to be forfeited in the event of: i) Vendors withdraw or alter their bid during the bid validity period ii) Non-acceptance of LOI/order, if and when placed. iii) Non-payment of Performance Bank Guarantee amount against LOI/ Purchase Order within the stipulated period of 15 days from date of LOI/ the Purchase Order whichever is earlier. iv) Submission of forgery documents etc. as per tender conditions. EMD will be returned to unsuccessful bidder after award of the contract. EMD of the successful bidder will be released after submission of Performance Security Deposit.

28. BID VALIDITY

Tender submitted by tenderers shall remain valid for acceptance for a period of one hundred eighty (180) days from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of six months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPRL as deemed fit including forfeiting EMD and putting the tenderer/contractor on 'Holiday listing'/ 'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

- 29.** In case only one bidder is successful for both the Sets then Civil Works for both the Sets have to be started simultaneously.

30. NON-APPLICABILITY OF GCC CLAUSES

The following Clauses / part of Clauses of the General Conditions of Contract shall not be applicable for this tender:

- a) Clause No. 3.3, 3.4, 4.2, 4.4 and 4.5 of Section II.
Clause No. 6 (a), 6 (b) and 7 of Section III.
- b) Clause No. 22 of Section IV.

End of Part 4



PART – 5

HEALTH, SAFETY, SECURITY & ENVIRONMENT SITE SAFETY REGULATIONS

GENERAL

Contractor shall ensure that all the site activities adhere to safe working practices and guard against hazardous and unsafe working conditions and shall comply with owner's safety rules as set forth herein.

SAFETY REQUIREMENTS: HEALTH, SAFETY, SECURITY & ENVIRONMENT

1.0 HEALTH, SAFETY, SECURITY & ENVIRONMENT POLICY OF BPRL.(BPRL, as a wholly owned subsidiary of Bharat Petroleum Corporation Ltd (BPCL), adopts BPCL 's HSSE Policy)

The objective of this document is to provide and establish safe & environment friendly work practices at all working sites as per our corporate health, safety and environment policy given below.

Commitment

Together, we have the highest concern and commitment for protecting the Health and Safety of all employees, contractors, customers and the communities in which we operate and for conservation of the Environment.

We will comply with all Statutory Regulations and may even go beyond these for the benefit of our environment.

We consider Health, Safety and Environmental aspects are an integral part of our business planning and operation processes.

Policy

Based on these guiding principles, we shall:

Demonstrate our commitment by

- Providing and maintaining safe facilities and working conditions.
- Recognizing that all employees have responsibility for their own safety and actions which could affect the safety of others.



- Adoption of appropriate technologies to minimize the impact of our activities on the Environment.

Establish clear objectives and targets to ...

- Improve continuously for prevention of accidents & occupational illnesses and minimizing any impact of our activities on the environment.
- Promote learning through training and sharing of experiences and best practices; including with contractors, customers and the public, wherever required.
- Inculcate values and attitudes conducive to achieve excellence in Health, Safety and Environmental performance.

Provide means to achieve our mission by ...

- Assigning clear roles and responsibilities at all levels and periodically reviewing and recognizing contribution to HSE objectives.
- Allocating adequate resources.
- Fostering a spirit of participation by all employees in Health, Safety and Environmental conservation efforts.
- Creating appropriate forums for deliberations on Health, Safety and Environmental issues.

Monitor performance by

- Periodically auditing work processes, systems & practices and promptly correcting deficiencies.
- Incorporating HSSE performance as a parameter for assessing the overall performance of Employees, Business Units, Contractors and Business Associates.

Commensurate with above corporate HSSE policy, policy of BPRL to ensure health, safety and environmental protection at all exploration sites of BPRL is as under:



- i. Adopting sound and safe engineering practices for each project at design and execution stage.
- ii. Taking due care to not cause any intentional damage to the environment during process of oil exploration or material handling or both.
- iii. All major projects shall be audited by a multimember team. The time gap between two consecutive safety audits at long duration project sites shall be around six months.
- iv. Every audited exploration site and material warehouse shall conform to audit recommendations through compliance report to HQ.
- v. Every near miss and accident at the site shall be reported immediately on-line by official present at incident location.
- vi. Investigation of any accident at construction site shall be done by a multimember team to determine root cause of accident and to recommend necessary changes in ground condition to prevent repetition of similar incident.
- vii. Workshop for contractors on Factory act, Minimum wages act, ESI & EPF acts, Contract labour and Building workers acts.
- viii. Workshops for contractors on industrial first aid procedures.
- ix. Increasing awareness through holding competitions among all categories of staff and contract workers on safety slogan, safety suggestions and detection of unsafe conditions and near misses.
- x. Delivering safety talks and holding safety committee meetings periodically with active participation from workers.
- xi. Observing National Safety Week and Fire Service week and World Environment day appropriately.

1.1 IMPLEMENTATION OF SAFETY & ENVIRONMENTAL REGULATIONS

The contractor shall ensure that the contractor at his own expense arrange and comply with all safety provisions as stipulated by BPRL / Bureau of Indian Standards / Electricity act / OISD / State Pollution Control Board and other acts as applicable in respect of all personnel, directly or indirectly employed by contractor for the work. The contractor shall ensure that he, and workers employed by him or his agents shall comply with all safety / environmental regulations issued from time to time by BPRL.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the safety & environmental requirements. If any injury to workers or loss or damage due to accident and / or environmental pollution to any property or a portion thereof occur as a



result of failure on part of the contractor to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep BPRL harmless and indemnified.

23 OISD & BIS CODES OF PRACTICES

The contractor shall abide by the following OISD codes wherever applicable:

- i. OISD – STD -105 Work Permit System
- ii. OISD – GDN – 192 Safety Practices During Construction
- iii. OISD- GDN-232 Identification of Hazards and Control Measures in E&P Industry

The contractor shall abide by the following BIS codes wherever applicable:

- 1) IS: 3764-1992- Excavation work-code of safety.
- 2) IS: 4014 (Part 1&2)-1967-Safety regulations for steel tubular scaffolding.
- 3) IS: 3696 (Part 1) -1987-Safety code for scaffolds.
- 4) IS: 3696 (Part2)-1987 –Safety code for Ladders.
- 5) IS: 7293-1974-Safety code for working with construction machinery.
- 6) IS: 4081-1986-Safety code for blasting and related drilling operations.
- 7) IS: 3016-1982-Code of practice for fire precautions in welding and cutting operations.
- 8) IS:4130-1991-Demolition of buildings-Code of safety.
- 9) IS: 5216(Part 1&2)-1982-Reccommendation on safety procedures and practices in Electrical work.
- 10) IS: 5121-1969-Safety code for piling and other deep foundations.
- 11) IS: 10667-1983-Guide for selection of industrial safety equipment for protection of foot and leg.
- 12) IS: 1989 (Part 2)-1986-Leather safety boots and shoes for heavy metal industry.
- 13) IS: 6994(Part 1)-1973-Specification for safety gloves: Part1-Leather and cotton gloves.
- 14) IS: 2925-1984-Specification for industrial safety helmets.
- 15) IS: 3521-1983-Industrial safety belts and harnesses.
- 16) IS :6647-1972 Specification for Drill Pipes for use in oil and natural gas wells



3.0 LEGISLATION ON ENVIRONMENTAL POLLUTION CONTROL

The contractor shall abide by the following legislation wherever applicable:

- 1) Water (Prevention & Control of Pollution) Act 1974 & Rules.
- 2) Air (Prevention & Control of Pollution) Act 1981 & Rules.
- 3) Environment (Protection Act) 1986 & Rules
- 4) Hazardous Wastes (Management & Handling) Rules 1989
- 5) Public Liability Insurance Act 1991 & Rules.
- 6) Noise Pollution (Regulation & Control) Rule, 2000

4.0 STATUTORY REQUIREMENTS

Relevant statutory requirements, as per the following, as amended from time to time, inter alia, are applicable for hazard identification, risk evaluation and establishing control measures in E&P industry:

- **The Oil Mines Regulation 1984 (OMR).**
- **For environment related regulatory requirements refer OISD-RP-201.**

Additionally, all statutory requirements notified by the Central Government or States, from time to time, shall be complied with, as applicable.

5.0 BPRL'S OBLIGATIONS ON SAFETY & ENVIRONMENT

The layout planning of the site shall be done by BPRL. Disaster Management Plan for the site shall be prepared in consultation with BPRL wherein the contractor shall be assigned a role, which shall be obligatory.

6.0 CONTRACTOR'S OBLIGATIONS ON SAFETY & ENVIRONMENT

Any safety & environmental impact mitigation action plan prepared by BPRL shall be binding on contractor and the contractor shall adhere to the same.

The following practices shall be mandatory on part of contractor

7.0 SAFETY POLICY OF CONTRACTOR

The contractor shall have a safety policy, which shall deal with the following issues

- Arrangements for training at all levels with particular attention to key workers such as workers working at height, crane operators etc, whose mistakes can be especially



dangerous to other workers.

- Safe methods or systems of working in hazardous condition.
- The duties and responsibilities of supervisors and key workers.
- System to circulate all information / instructions / policies.
- Arrangements for setting up of safety committees.
- The selection and monitoring of sub-contractors (if any).

- The upkeep and maintenance of tools/machineries/safety appliances in perfect working condition.

- Feedback system and corrective measures wherever required.

8. ENVIRONMENT POLICY OF CONTRACTOR

The Contractor shall have an environmental policy, which shall deal with following matters

- Commitment not to cause adverse impact on ecologically sensitive areas.
- Environmental Impact mitigation measures.
- Feedback system & corrective measures, wherever required.

9. ROLE OF SAFETY CUM ENVIRONMENT HSE IN-CHARGE (To be provided by Contractor)

The contractor shall ensure that the designated person possessing required experience and skill in safety and environmental issues as “Safety cum Environment In-charge”. His main duties shall consists of

- Observance of safety action plan for the work and conditions stipulated in the tender/agreement.

- Providing and maintenance of safety facilities like access roadways, pedestrian routes, barricades and overhead protection.

- Providing and installation of safety signs.
- Circulating safety practices for each trade.

- Testing of lifting machineries such as cranes and goods hoists and lifting gears such as ropes and shackles and obtaining certification from competent authority.

- Inspection and maintenance of access facilities such as scaffolds and ladders.
- Inspection and cleaning of welfare facilities such as toilets, clothing, accommodation and canteens.
- Explaining the relevant parts of the safety plan to each worker group.
- Playing role in Disaster management plan.
- Identifying unsafe practice / equipment and rectifying the same.



- Dissemination of information on safety and environment protection
- Attending safety committee meetings and implementing all decisions taken by safety committee.
- Ensuring proper use of personal protective equipment.
- Delivering Safety talk to workers.
- Implementing all Environmental Impact Mitigation measures.

10. ROLE OF SUPERVISOR

Good planning and organization at work site and assignment of clear responsibility to supervisors are fundamental to safety and environment protection. Each supervisor shall ensure within his field of competence and domain the following:-

- Working condition and equipment are safe.
- Workplace safety is ensured.
- Workers are trained for the job they are supposed to do.
- Workplace safety measures are implemented.
- The best alternative to ensure safety and environment protection is adopted within available resource and skill.
- Necessary personal protective equipment are available and used by workers.
- Safety caution boards are displayed at right place.
- Unsafe practices are eliminated.
- Arranging rescue of workers, in case of accident.
- Playing his role in disaster management plan.
- Arrange tool box safety meeting frequently.
- Informing safety cum environment in-charge in case of any violation of safety practices.
- Informing safety cum environment in-charge in case of any violation of Environmental Impact Mitigation measures.

11. ROLE OF WORKER

Every worker shall follow safety practices and environmental impact mitigation measure conveyed to him by the contractor's supervisor. He shall take care of his tools and use personnel protective equipment in accordance with safety practices.

12. SAFETY COMMITTEE AT SITE

The safety committee shall include representative of BPRL, representative of contractor



identified as safety cum environment in-charge and representatives of various trades from workers. Ratio between BPRL representatives and that of contractor and various trades taken together shall be 1:1.

Model code of practice:

Safety committee is a key part of safety in the workplace. They shall accomplish the following

- a) Central focus: Overall look at safety requirements and to foresee problems that might otherwise cause difficulties.
- b) Sounding board. The committee is a visible and approachable body for safety or environmental complaints, suggestions, and the like.
- c) Central coordination. The coordination of safety training activities shall be accomplished by the safety committee.

An effective safety committee encourages safety awareness, gets a large number of employees actively involved in the safety program over time, helps motivate employees to follow sound safety practices. An effective employee safety structure provides a feedback mechanism to identify and correct new safety hazards at the earliest stage. Once the safety committee structure is in place and working well, it is a natural vehicle for employee involvement, preparation and introduction of new safety rules, new preventative practices, and safety procedures on new equipment.

Primarily safety committee shall look in to following:

- a) Detection of Hazard and determination of risks to workers, equipment, property and environment.
- b) Deciding actions to mitigate risks
- c) Drawing Disaster Management Plan
- d) How the committee can help management to enforce safety rules and environmental Impact mitigation measures.
- e) How to implement safety suggestions
- f) How to ensure compliance from workers.

Ideally safety committee members should play following roles:

- a) Set a good example. Committee members must set a good example. They must be above average in their safe work habits and their positive attitude about safety and environment.
- b) Be visible. Names of safety committee members should be posted prominently in their departments.



- c) Conduct safety inspections. Safety committee members should perform safety inspections. Members know the safe—and the unsafe—way to perform the jobs. Hence, they are right men to correct unsafe situation.
- d) Investigate accidents. Safety committee should investigate all lost work day accidents and record the findings.
- e) Hold regular meetings. Safety committees must meet at least once a month, and for their meetings to be effective the following matters must be considered:
 - Safety cum environment in-charge shall in general act as chairperson cum secretary
 - Preparing agenda & issuing in advance of the meeting to:
 - keep discussions on track
 - allow members to prepare for the meeting
 - Issuing Minutes within two days containing:
 - written summary of proceedings
 - names of attendees
 - number of absentees
 - responsibilities for implementation assigned
 - timing of implementation assigned
 - cost of implementation
 - any approvals required
 - completed recommendations
 - uncompleted recommendations
 - accident review (if any)
 - safety training activities

Duties of Safety Committee members shall be as under:



- Work safely yourself—set the example in the site.
- Attend and actively participate in safety committee meetings.
- Speak to your fellow workers if you believe that they are engaged in an unsafe work practice; report things which you feel you can't handle.
- Listen to employee suggestions about safety and bring those that appear to have merit to the notice of safety committee.
- Before each safety committee meeting review minutes and open items affecting your section of job and have answers or a progress report on each item for the meeting.

Model code of practice for Safety Talks:

Safety talks should be delivered by any one of Safety Committee members by rotation. Duration could be anything depending on interest of audience and capacity of speaker to deliver oration.

The speaker may like to use this opportunity to convey various decisions taken in Safety Committee to workers. He may prepare talk on following suggested topics or any topic of his choice but of relevance. Political or human relation related topic must not feature in Safety talks.

- i. Housekeeping
- ii. Use of Safety Shoes
- iii. Use of Safety Helmet
- iv. Wearing of Safety Harness
- v. Safety from Cement and stone dust.
- vi. Checking scaffold before climbing
- vii. Right use of ladders.
- viii. Use of materials and tools while on scaffold.
- ix. Fall protection, i.e. toe boards, anchoring of safety harness, positioning of safety net.
- x. Handling of Asphalt
- xi. Precautions during excavation.
- xii. Electrical faults.



- xiii. Safety from hanging live wires and high tension lines.
- xiv. Entering confined space.
- xv. Safety from toxic materials and fumes.
- xvi. Right posture for lifting weights.
- xvii. Slipping, tripping, drowning and falling hazards.
- xviii. Eye protection from arc welding and dust.
- xix. Precautions during operation of lifting appliances.
- xx. Safety during erecting shuttering.
- xxi. Safety during stripping of shuttering.
- xxii. Safety during use of concrete mixers and pouring of concrete.
- xxiii. Precaution during demolition of any structure.
- xxiv. Right storage of safety belts and other PPEs.
- xxv. Working on steep roof.
- xxvi. Safety from vehicles.
- xxvii. Need of communication and looking for safety of one another.
- xxviii. Look around safety.
- xxix. Air and water pollution.
- xxx. Nearby medical facilities.
- xxxi. Sun stroke and remedies
- xxxii. First aid in case of injury.
- xxxiii. Protection from AIDs.
- xxxiv. What to do if accident happens.

13. WORKING CONDUCT



No one shall enter any part of the worksite other than for the purpose of carrying out the work. Contractor's personnel shall abide by all rules and regulations stipulated, including the following:

- Smoking inside the premises of a working location is strictly prohibited.
- No Child labour to be engaged.
- No source of ignition shall be taken to job site unless covered by a Hot Work Permit.
- Personnel must also strictly adhere to the approved protective clothing and equipment requirements.
- It is essential that good housekeeping is practiced at all time to keep the work area neat and clean. No material on any of the site of work shall be so stacked or placed as to cause danger and inconvenience to any person.
- Consumption of liquor, drugs or any other intoxicating substances are totally banned.

14. SITE PLANNING AND LAYOUT

Proper advance planning shall be done in all matters including the following:

- Details regarding location of workshop / quality control laboratory / store yard / electrical installations / construction machineries, medical and welfare facilities, lighting etc. shall be decided and identified.
- The working sequence.
- Clear access to work location.
- Identifying and providing emergency exit.
- Displaying warning notices at vulnerable locations and routes for vehicles.

15. HOUSE KEEPING

- Maintain tidiness during construction by cleaning up rubbish/scrap/spilled oil and grease.
- Removing or hammering down any nails projecting from timber etc.
- Arrange all machinery such as welding machine, generators, cutting machine etc. in such a way that equipment are segregated and protected.
- Check all machines at periodic intervals.
- Do not accumulate saw dust and other combustible waste to avoid fire.

16. LABOUR ACTS:

The Contractor shall comply with all provisions of applicable Labour Acts, such as



- a. The Minimum Wages Act 1948.
- b. The Factories Act 1948
- c. The Contract Labour (Regulations & Abolition) Act 1970
- d. The Building & other Construction Workers Act 1996.
- e. The Employees State Insurance Act 1948

- f. The Employees Provident Funds & Miscellaneous Provisions Act, 1952.
- g. Any other applicable Act.

17. LABOUR WELFARE MEASURES:

The contractor shall extend all welfare measures to his workmen in line with provisions given in labour acts. Some of those are reproduced below:-

- First Aid box

- Treating injuries by a qualified and experienced medical practitioner.
- Arrangement for hospitalization, if needed.

- Payment of wages / PF / ESI etc. as per relevant labour act and maintaining proof of the same.

- Ensuring fitness of workers and maintaining hygiene.
- Arrangements for clean & cold drinking water.

- Separate toilet and washing and resting facilities for male and female workers.

- Canteen facility, if obligatory under contract labour act..
- Crèche, if obligatory under contract labour act.

18. PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment shall be of approved make and are essential for avoiding injuries to workers on the job. A register showing stock and issue of PPE shall be maintained by the contractor. The most common personal protective equipment are described below.

18.1 SAFETY SHOES

Suitable safety footwear conforming to relevant BIS code shall be worn by personnel, considering the nature of works and hazards such as:

- Risk of crushing by heavy objects.

- Penetration by sharp objects.
- Penetration by chemicals or harmful liquids.



- Weld spatter.

Leather safety shoes with steel toe caps shall be used for all heavy manual work. Shoes shall be abrasion resistant and suitable for wet and muddy conditions. Soles shall be slip resistant type.

Light low-cut leather safety shoes with slip resistant soles shall be used for climbing job. Gum boot shall be used while working with bitumen, chemicals, mud and muck etc.

18.2 HAND GLOVES

Hand gloves are mainly used to protect the hand from hazards of material handling, heat, and electrical shock etc. Various types of hand gloves are available. Some of those are described below:

- Flame-resistant gauntlet gloves made of leather or other suitable material. They may be insulated for heat.
- Rubber gloves suitable for working in low voltage, medium voltage and high voltage.
- Hand gloves made of asbestos for handling hot bitumen and other hot work.
- Hand gloves made of special material for protection against chemicals.

Hand Gloves shall conform to relevant BIS code.

18.3 SAFETY HELMETS

Safety helmets shall be of yellow colour with chin strap. All workers are expected to wear safety helmet while inside the construction site. Sufficient number of safety helmets shall be kept at site for visitors. Safety helmets used by helpers of excavators shall have suitable arrangement to carry load on head. Safety helmet shall conform to relevant BIS code.

18.4 SAFETY JACKET

All workers shall wear yellow colour jackets made of good quality cotton with trade name printed on back and front in bold letters. Safety cum Environment in-charge and supervisors shall wear jackets of green colour made of good quality cotton with designation printed on back and front in bold letters.

18.5 PROTECTIVE CLOTHING DURING WELDING AND HANDLING TOXIC/HAZARDOUS MATERIALS

Welders shall wear aprons or overalls and gloves made of flame resistant material. Hand held welding face shield shall be used for any welding job. Full face shield with respiratory filters shall be used for specialized welding jobs. For handling toxic or hazardous materials proper



impervious overalls, gum boots, gloves; facemask and respiratory equipment like canister masks shall be used. All equipment shall conform to relevant BIS code.

18.6 GOGGLES

Goggles shall be used to avoid risk from:

- Flying particles / dust ingress.
- Chemical splash – Radiation glare.
- Hot sparks or metal splatter.
- Harmful vapors.
- Sand / grit blasting.

Goggles shall be single piece constructed of clear impact resistant plastic and fitted with adjustable elastic straps. Goggles shall conform to relevant BIS code.

18.7 HEARING PROTECTION

Hearing protection shall be worn by personnel involved with works in areas where noise level exceed 85 dB (A noise level beyond which normal conversation becomes difficult) on a continuous or regular intermittent basis.

Protection is available in two basic types; 1) an external cup type defender which fits over the outside ear and 2) internal disposable type of ear plugs usually made of compressible foam, which fits inside ear. Whenever practicable, equipment/operation generating high noise levels shall be fitted with sound mufflers and located at maximum possible distance away from any work place.

All equipment shall conform to relevant BIS code.

19. WARNING SIGNS AND BARRIERS

The contractor shall arrange necessary material to secure the work site and to warn the general public or other workers of hazards. This shall include

- Warning signs.
- Warning lights and signs in traffic control zone.
- Barricades around excavations including illuminating warning signs.

20. RESPIRATORY PROTECTION / MASK

Whenever there is doubt about the presence of toxic substances or the gases injurious to



health, a respirator must be worn. The type of respirator to be used shall depend upon the hazard and work conditions.

The simplest masks are disposable paper types. These are only effective against nuisance dusts. There are three types of half-face masks with filters.

- For protection against airborne particles, e.g. stone dust, with a coarse filter fitted in the cartridge (these filters have a specific lifetime and should be changed as necessary).
- For protection against gases and fumes, e.g. when using paints containing solvents, with a filter containing activated carbon.
- A combination filter containing both a dust and gas filter. Cartridge must be replaced regularly.
- A full facemask could be fitted with the same types of filter, and it also protects the eyes and face.
- Self-contained breathing apparatus with a full-face mask fed with air at positive pressure is another alternative and it must be used in confined spaces and whenever supply of air or oxygen is insufficient.

Users must be trained in the use of self-contained breathing apparatus and must know the manufacturer's specifications.

All equipment shall be thoroughly checked prior to use to ensure:

- Oxygen Cylinders are full and gauges function correctly.
- All connections are proper
- Facemasks are in order.

All equipment shall conform to relevant BIS code.

21. SAFETY BELTS / HARNESES

The majority of fatal accidents in construction sites are due to fall from height.

There are many types of safety belt and safety harness available depending on nature of work. A full safety harness should always be used in preference to a safety belt.

Safety belts / harnesses shall conform to relevant BIS code and worn by all workers working at a height greater than 2 meters above ground level.

22. LIFE JACKET AND LIFEBUOYS

For working over or near large and deep-water body this life saving device should be used. Life



Jacket shall be tested for leak and usefulness before start of work. It shall conform to relevant BIS code.

23. RAIN COAT

Rain coat shall be provided to workers during rainy season. The colour of rain coat shall be yellow. It shall conform to relevant BIS code.

24. PRECAUTIONS IN ELECTRICAL WORK

Electrical hazards are different from other types of hazard found in Exploration work because the human senses provide no advance warning. It is the voltage that determines the current through the body. Since reduced voltage reduces the severity of electric shock, attempt shall be made to work with reduced voltage of 110 V wherever possible.

25. VEHICLE SAFETY (Not Applicable)

26. SAFE OPERATION OF TOOLS AND EQUIPMENT

The following four basic principles shall be applied for the safe use of hand and power tools.

- To choose right tool for the job
 - To use only tools in good condition
 - To use tools correctly, and only for the purpose they are intended
 - To maintain and store tools properly.
- i. Electrical tools shall be checked to ensure that the supply voltage is as per requirement.
 - ii. Electrical tools shall always be properly earthed.
 - iii. High speed rotating equipment such as grinders shall be fitted with protective guards.
 - iv. Static load on shoulder or arm due to continuous holding of a tool at a raised position or gripping of a heavy tool should be avoided
 - v. Awkward wrist angles to be avoided
 - vi. Uncomfortable posture and pressure on the palm or joints of the hand should be avoided.
 - vii. Repair or discard the tool, if tool heads mushroom, tool jaws open out and cutting tools loose their edge
 - viii. Tools handle should have a firm grip
 - ix. Tools should be properly cleaned and stored



- x. Air connection to pneumatic tools should be clamped and secured properly.
- xi. Electrical cable/pneumatic tube should be protected against damage
- xii. Socket, terminal boxes, fuses etc. must be of high quality and properly covered and protected
- xiii. Correct fuse should be used for the electrical tools.
- xiv. Power tools shall never be left operating unattended.
- xv. Spark arrestor shall be fitted to all equipment exhausts where risk of presence of combustible gases exists.
- xvi. Periodical inspection shall be done.

27. WORKING OVER WATER

Falling into water and drowning and getting carried away by water current is an ever-present danger when working over or adjacent to large water bodies. The following precautions should always be followed:

1. Working platform should be made secured and there shall be no tripping hazards such as tools, wires, timbers, bricks etc. Surface should not be slippery.
2. Access ladders, guard rail and toe board for the working platform should be firmly held.
3. Safety helmet should always be used.
4. A life jacket should be used
5. A safety harness or net shall be used.
6. Lifebuoys fitted with lifelines should be kept ready in hand for immediate use.
7. Availability of safety boat (motor driven with self-starter for tidal/fast flowing river) should be ensured.
8. Availability of alarm system should be ensured

28. WORK PERMIT SYSTEM

If work is to be performed in a hazardous area, a duly authorized written work permit shall be obtained by the contractor from BPRL or any official duly authorized by BPRL for this purpose. This is a document authorizing contractor to carry out the work concerned, warning him of the possible hazards and spelling out precautions needed for the job to be done safely. The contractor shall be fully aware of the details of the work permit system and shall obtain the same signed by authorized person before starting the job. Based on the nature, the work shall be undertaken either under Cold Work Permit or Hot work / Entry to confined space permit or Electrical isolation and energisation permit.



Permits and certificates are to be issued by BPRL Engineer or any official duly authorized by BPRL for this purpose with overall responsibility for the work area.

28.1 COLD WORK PERMIT:

Work falling under the category of cold work such as opening process machinery, blinding & deblinding, tightening of flanges, hot bolting, painting etc. shall be performed through Cold Work Permit.

This Permit shall be in minimum two copies. The original should be in yellow colour and the copy should have the word "Copy" printed in large yellow letters. Original shall be issued to the contractor, retaining the duplicate in the book.

28.2 HOT WORK / ENTRY TO CONFINED SPACE PERMIT:

All hot work such as welding, grinding, gas cutting, burning, shot blasting, soldering, chipping, excavation, open fire, use of certain non-explosion proof equipment etc. shall be carried out through Hot Work Permit. Entry and operation of petrol or diesel driven vehicles or equipment without spark arrester in hazardous area also falls in the category of hot work, and shall be performed under the hot work permit.

The confined space entry permit is required for the protection of personnel entering a confined space such as Vessels, boilers, storage tanks, large diameter piping etc against hazards such as oxygen deficiency, toxic and flammable materials, falling objects, power driven equipment etc. Excavation more than 1.2 meter deep, entry on floating roof tank when the roof is more than 3 meter down from the top, space located below ground level such as pits, drain, channels etc. also fall under the confined space.

For excavation work regardless of the depth, permission from various sections shall be obtained with precautions to be taken for the underground facilities viz. sewers, telephone lines, cables, pipelines etc.

This work permit shall be in minimum three copies. The original should be in pink colour and copies should have the word "COPY" printed in large pink letters. Original shall be issued to the contractor, duplicate to the Safety Section and triplicate retained in the book.

28.3 ELECTRICAL ISOLATION AND ENERGISATION PERMIT

Before issuing any work permit, it is essential that the equipment / facility to be worked on is electrically safe and electrical power is isolated to the extent necessary for the safe conduct of the authorized work.. Permit for electrical isolation and energisation shall be in triplicate and in two sections with tear off facility. Section-A shall be used for electrical isolation and Section-B for energisation. The original should be in light blue color and copies should have the word



"COPY" printed in large letters in light blue colour. Original along with a copy shall be issued to the electrical section for electrical isolation / energisation. Electrical section authorized person on isolation / energisation of the equipment / circuit shall return the original to the issuer keeping copy for record.

28.4 SCAFFOLDING FITNESS CERTIFICATE (Not Applicable)

28.5 TEMPORARY ELECTRICAL CONNECTION FITNESS CERTIFICATE

For all temporary electrical connections taken by contractor including diesel generating sets, fitness certificate, shall be issued by BPRL site in charge after due checking to his satisfaction.

29. FIRST AID AND INDUSTRIAL INJURIES

Contractor shall maintain first aid facilities for its employees and representatives.

- a) Contractor shall make outside arrangements for ambulance or suitable service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to site-in-charge prior to start of work and their telephone numbers shall be prominently posted in Contractor's field office.
- b) All critical industrial injuries shall be reported promptly to BPRL site supervisor and a copy of contractor's report covering each personal injury requiring the attention of physician shall be furnished to BPRL.

30. ACCIDENT REPORTING AND CLASSIFICATION

30.1 ACCIDENT REPORTING

All employees must be encouraged to report any near miss incident that has or could have caused injury, illness, damage to property, or interruption in work. The reporting of such incident helps in analyzing what went wrong and enables steps to be taken to prevent recurrence. The accident reporting forms the basis for objective investigation of the accident and will bring out essential and contributory factors leading to it. The necessary decisions then can be taken to prevent recurrence in future.

30.2 CLASSIFICATION OF ACCIDENTS

Accidents are classified as follows:

a) Near Miss

It is a 'narrow escape' where accident, major loss or injury did not occur. Such incidents must be reported locally and the working conditions leading to it must be investigated.

b) Fatality

A death resulting from work injury is covered under this category irrespective of the



intervening time between injury and death.

c) Permanent total disability

Personal injury which incapacitate a person completely and results in termination of employment.

d) Permanent partial Disability

Any injury which results in complete loss or permanent loss of use of any part of body or any permanent impairment of the function of the body.

e) Lost Work-Day Case

Any injury excepting permanent partial disability which renders the injured person unable to perform any regular job on any day after the day of receiving the injury.

f) Restricted work case

After the injury, the injured person cannot perform his normal duties or regular job.

g) Lost work days

The number of calendar days on which the injured person was temporarily unable to work.

h) Restricted Work days

The total number of calendar days from the start of restricted work, by the injured persons, till he returns to his regular job.

i) Medical treatment cases

The injury requiring medical treatment under order from a physician but does not involve Lost work Days, or restricted workdays.

30.3 REPORTING

Contractor shall notify BPRL as under:

- Lost time injuries / Fatality / Injury which may cause total or partial disability to injured etc -immediately.
- Fire and Miscellaneous Events- immediately.
- First Aid injuries-Within a day.

31. SAFETY TRAINING



Training is a pro-active measure. The contractor shall engage only those workers who are proficient in their respective jobs. It is responsibility of contractor to impart job knowledge to all workers and supervisors before engaging them for any work. It is also binding to the contractor to depute persons for safety training, if arranged by BPRL.

32. DOCUMENTATION

Following documents shall be maintained by contractor at site:

- Safety & Environment Policy
- Safety committee minutes of meeting

- Critical machinery/equipment fitness certificate.
- Stock register of Personnel Protective Equipment.

- Maintenance registers for major machineries/equipment.
- Accident / incident investigation reports.
Various work permits.

- Earthing test certificates.
Materials test certificates.

- P.F., Contract Labour, ESI registration.

- All records & registers as required under Contract Labour (Regulation & Abolition Act) 1970 and
- Building & Other Construction Workers Act 1996.

33. ENVIRONMENT PROTECTION

Contractor should ensure that the work carried out by him does not change the quality of air, water & soil at the work site & surrounding areas. Disposal of surplus earth, rubbish, scrap etc. shall be done in Eco-friendly manner. The contractor shall ensure that the greenery is protected to the extent possible while executing the work.

34. ENVIRONMENTAL IMPACT MITIGATION MEASURES

The best way of impact mitigation is to prevent the event occurring. All efforts should be made to locate the developmental activities in an area free of agricultural lands, cyclones, earthquakes, ecologically sensitive, erosion, forests, flooding, human settlements, land slides, natural scenic beauty, water logging. In case this is not feasible, the next step is to look at the raw materials/technologies/processes alternatives which produce least impact i.e. adopting or using processes or technologies which are efficient and produce recyclable wastes/minimum waste/wastes that can be easily disposed, without affecting the environment. However if the



developmental activity produce the adverse impact, action has to be taken to mitigate the same. Following are the suggested methods, which shall be taken in to consideration by the contractor to choose right technology for executing the work:

34.1 AIR

- Attenuation of pollution on pathway or protection of receptor through green belts.
- Particulate removal devices such as : cyclones, setting chambers, scrubbers, electrostatic precipitators, and bag houses.
- Gas removal devices using absorption (liquid as a media), adsorption (molecular sieve), and catalytic converters.
- Uses of protected, controlled environment, such as oxygen masks, Houston Astrodome, etc.
- Control of stationary source emission (including evaporation incineration, absorption, condensation and material substitution)
- Use of masks
- Dilution of odourant (dilution can change the nature as well as strength of an odour)
- Odour counteraction or neutralize (certain pairs of odours in appropriate concentration may neutralize each other)
- Odour masking or blanketing (certain weaker malodours may be suppressed by a considerably stronger good odour)

34.2 NOISE

- The mitigation measure may include damping, absorption, dissipation and deflection methods. Common technique involve constructing sound enclosures, applying mufflers, mounting noise sources on isolators, and/or using materials with damping properties.
- Performance specifications for noise represent a way to insure the procured item is controlled.
- Ear protective devices should be used. When an individual is exposed to steady noise levels above 85-dB (A), in spite of the efforts made to reduce noise level at the source, hearing conservation measures should be initiated.

34.3 WATER

- Conjunctive use of ground/surface water, to prevent flooding/water logging/depletion of



water resources. Included are land use pattern, land filling, lagoon/reservoir/garland canal construction and rainwater harvesting and pumping rate.

- Minimize flow variation from the mean flow.
- Segregation of different types of wastes.
- Storing of oil wastes in lagoons should be minimized in order to avoid possible contamination of the ground water system.
- Surface runoff from oil handling areas should be treated for oil separation before discharge into the environment. If oil wastes are combined with sanitary sewage, oil separation will be necessary at the waste water treatment facility.
- All effluents containing acid/alkali/organic/toxic wastes should be processed by treatment methods. The treatment methods may include biological or chemical processes. The oil water separator of appropriate size based on catchment area shall be provided.
- The impact due to suspended solids may be minimized by controlling discharge of wastes that contain suspended solids; this includes sanitary sewage and industrial wastes. Also, all activity that increases erosion or contributes nutrients to water (thus stimulating alga growth) should be minimized.
- Waste-containing radioactivity should be treated separately by means of dewatering procedures and solids or brine should be disposed of with special care.

34.4 LAND

- The environmental impact of soil erosion can best be mitigated by removing vegetative cover only from the specific site on which construction is to take place and by disturbing the vegetation in adjacent areas as little as possible. Land clearing activities should be kept to the absolute minimum.
- Disturbing the existing vegetation and natural contour of the land as little as possible can mitigate increases in surface runoff. Vegetation along watercourses should not be cleared indiscriminately. Neither should potholes or swamps be drained unless absolutely necessary for successful completion of the activity.
- Construction activities that result in the soil being laid bare could be scheduled in such a way that some type of vegetative cover appropriate to the site could be established prior to the onset of intense rain or windstorms. If grass is to be seeded, much of straw will help to protect the soil from less extreme erosive forces until vegetative and root development begins.
- Natural drainage patterns can often be maintained by preparing sodden waterways or installing culverts.



- Steep slopes can be terraced, thereby effectively reducing the length of slope.
- Check dams built near construction sites can reduce the quantity of eroded soil particles reaching free-flowing streams or lakes.
- Use of “floating” foundations and height restrictions in earthquake zones and increased foundation height, wall strength and roof support in areas periodically subject to cyclones can reduce the hazards.
- All forms of temporary structures should be avoided from the flood plain and all permanent structures should be raised to a height above the level which flood waters can be expected to reach once every 100 years (100-year flood).
- Installation of underground drainage structures helps to reduce sediment loads.
- Engineering plans can be drawn to reduce the area of earth cuts on fills below what might otherwise be acceptable, provide physical support for exposed soil or rock faces, concentrate or distribute-as appropriate the weight loading of foundations to areas or state better able to support that weight.
- Use small charges for mining/blasting.
- Restricting the number, frequency and area of movement of heavy machinery.
- Compatibility between adjacent land uses can best be assured by providing a green belt between the proposed activity and nearby properties where any significant degree of incompatibility is likely to result.

34.5 ECOLOGY

- Intruding as little as possible on their habitat can best mitigate the impact of activities on animals. If such animals use the area where the activity will take place, the activity should be concentrated to the maximum extent possible in those parts of the area that they least often frequent.
- During the planning phase of an activity, an attempt should be made to avoid extending into the home range wild animals. If this is not feasible, the activity should be completed, as quickly as possible, and regular and sustained use of the area over time should be minimized.
- Regular or sustained intrusions of men or equipment into nesting areas of birds should be avoided to the maximum possible extent, especially while are being incubated by the adults and until the young have left the nest. The sanitation cuttings of non-commercial individual trees should destroy no known nests.



- Restricting the input of polluting substances into watercourse, estuaries and the open sea can mitigate impacts upon fish and shellfish populations. Additionally, when a part of the activity involves water level control, changes in such levels should be programmed to be extent, it is possible to do so in a way that will minimally disturb nesting and feeding habitat.

35. ENFORCEMENT OF SAFETY REGULATIONS

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 BPRL site supervisor.

End of Part 5

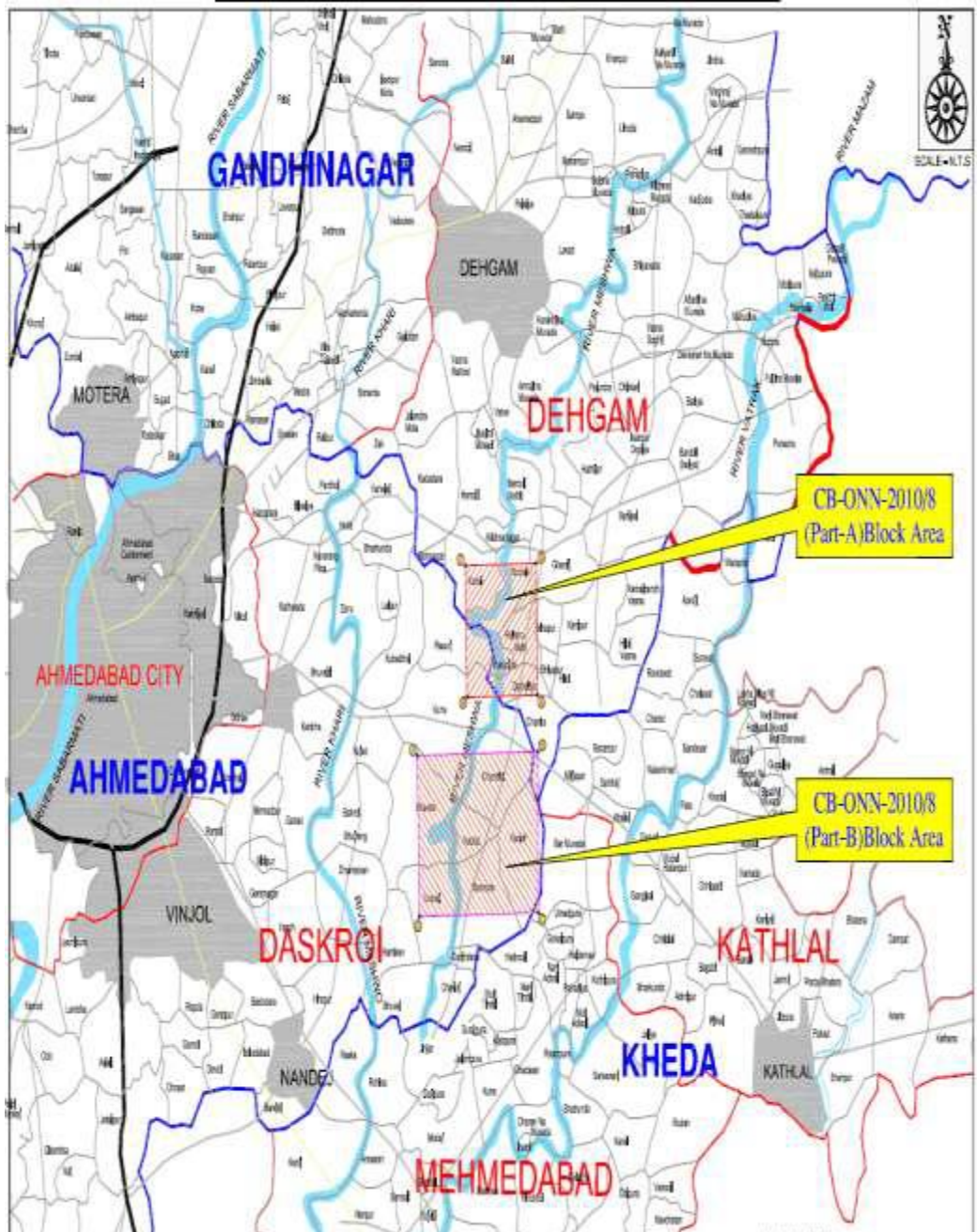


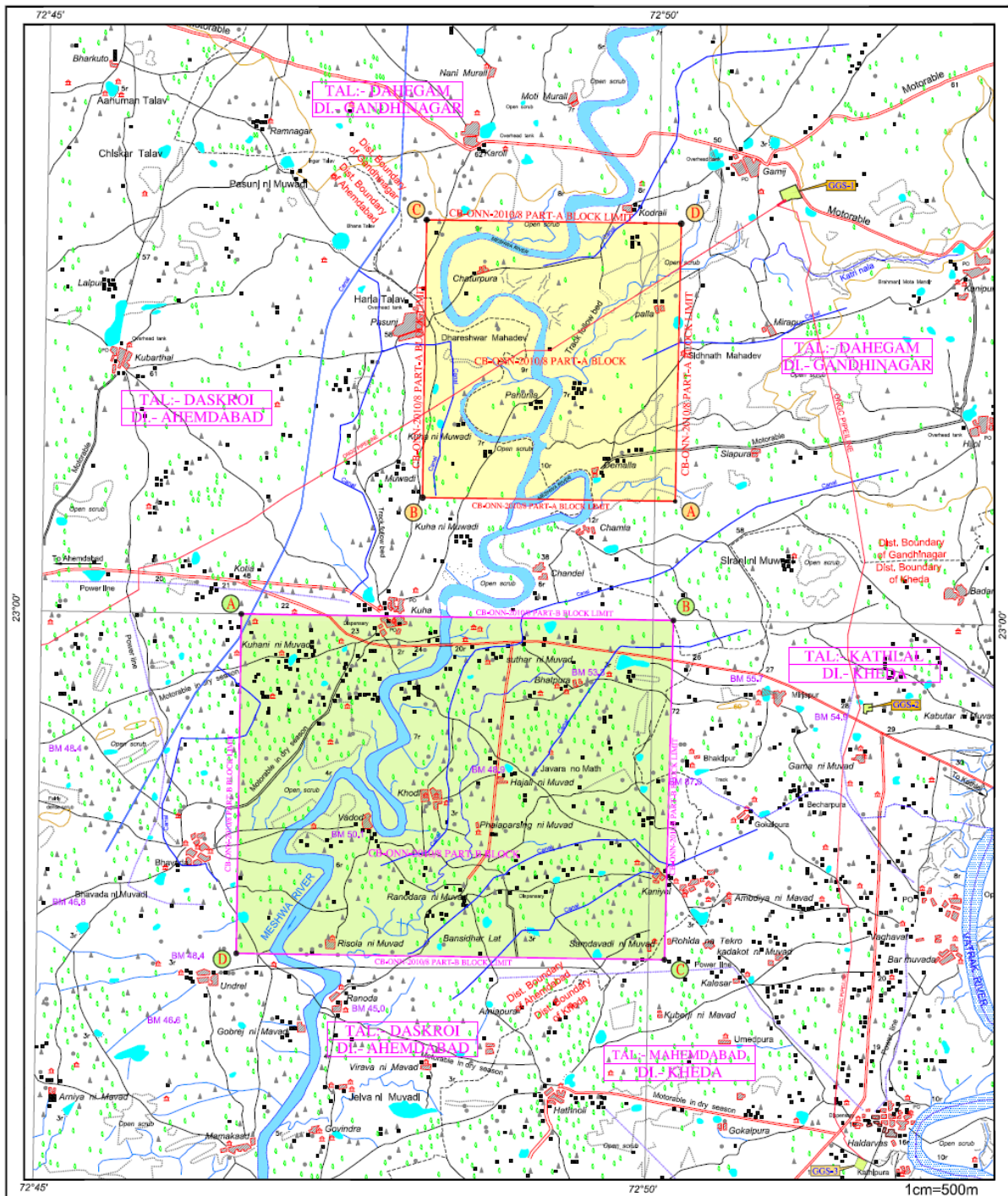
PART - 6

SCOPE OF WORK

1. INTRODUCTION

BPRL-CB-ONN-2010/8 block are located in districts of Gandhinagar, Ahmedabad and Kheda of Gujarat State. The field is close to Gandhinagar and Ahmedabad city on Sardar Patel Ring Road & NH 59. Bharat PetroResources Limited (BPRL), hereby referred to as “Company”, is the operator and plans to conduct exploratory drilling in the contract area. Company plans to drill 04 ‘Firm’ Wells, and 02 ‘Optional’ Wells For award of contract, Drillsites ‘A’ and ‘D’ shall be clubbed together constituting ‘Set - I’ and Drillsites ‘B’ and ‘C’ shall be clubbed together constituting “Set –II .. Location of the block is shown as below:







Well Co-ordinates	Latitude (N)	Longitude (E)
Location - A	23° 02' 56.45''	72° 48' 09.71''
Location - B	23° 01' 02.93''	72° 48' 27.01''
Location - C	22° 58' 54.25''	72° 47' 03.91''
Location -D	22° 59' 47.4''	72° 48' 34.4''

The tenderer should visit the site before bidding and should acquaint himself with site conditions at his cost.

2. **SCHEDULE**

The Company is planning to commence drilling operations from 1st week of December 2015. The contractor shall ensure to complete all the four firm locations as per the schedule of Completion & Scope of Work mentioned below:

Sl. No	Description of work	Schedule of Completion
1	1st Drillsite of Set – I along with respective approach roads	Construction & development work shall have to be completed within 60 (sixty) Days including mobilization duration for each Wellsite from the date of issue of the written communication for that particular Wellsite to take up construction work there. In case Construction & development work for two Wellsites is required to be done back to back, the completion period for subsequent Wellsite shall be 45 (forty-five) Days from the date of completion of Construction & development work at the previous Wellsite.
2	2nd Drillsite of Set –I alongwith respective approach roads	
3	1st Drillsite of Set –II alongwith respective approach roads	
4	2nd Drillsite of Set – II alongwith respective approach roads	
5	Proposed maintenance and small works during drilling and testing phase	From the time of starting of mobilization of Rig equipment to the drill site till complete demobilization of the rig equipment from drill site.
6	Overall Validity of Contract	12 Months from the date of issue of request for taking up construction work of first Drillsite, unless extended further by Company.. The defect & liability period is twelve months from the date of completion/ handing over of a Drillsite.



Priority of the location where construction work needs to be taken up will be solely at the discretion of the Company (Bharat PetroResources Ltd. (BPRL)) and as decided by the Company (Bharat PetroResources Ltd. (BPRL)) to be abided by the Contractor without any dispute or claim of any kind.

3. SCOPE OF WORK

The Contract entails providing all the required survey, materials, plant/equipment, labour and supervision required to carry out the work such that the requirements of the Contract will be met. The scope of work involves but not limited to the following:

- 3.1 Bush clearance including cutting trees/ branches and carting away the unwanted materials.(This comes under operator (BPRL) scope)
- 3.2 Top soil removal of 150 mm thick and carting away the unwanted materials. (150mm top soil removal is sufficient, only top vegetation & fertile soil need to be removed.)
- 3.3 Grading the surface to an average level and compacting.
- 3.4 Earth Filling up to a depth of 1.5 m with approved earth fill materials from the Contractor owned borrow pits in layers not exceeding 150mm compacted thickness.
- 3.5 Earth Filling upto to a depth of 2.0 m with approved earth fill materials within drill site or adjacent to road in layers not exceeding 150mm compacted thickness.
- 3.6 Excavating earth from the designated Company (BPRL) owned areas and stacking within the site or making bunds.
- 3.7 Providing and laying Rubble Soling (of size 100-230 mm) with yellow/red murrum as screening /blinding/ topping material as 1st layer of 230 mm compacted thickness.
- 3.8 Providing and laying Rubble Soling (of size 100-230 mm) with earth as screening / blinding/ topping material as 1st layer of 230 mm compacted thickness. If soil found suitable for filling (Black soil is not allowed for filling in any form).
- 3.9 Crushed Stone Aggregate / Quarry Rubbish layer of 150 mm consolidated thickness with providing & supplying approved quality of good material (quarry rubbish of size 50mm down) at site spreading in uniform loose thickness of 225 mm and watering, compaction with 10 ton vibratory roller.
- 3.10 Constructing Granular Sub Base layer of 150 mm consolidated thickness with providing & supplying approved quality of good granular sub base materials (GSB of size 100mm down) at site spreading in uniform loose thickness of 225 mm and compacting.
- 3.11 Providing and laying Rubble Soling (of size 100-230 mm) with packing the voids with smaller rubbles layer of 230 mm compacted thickness.
- 3.12 Constructing Water Bound Macadam layer of 75 mm consolidated thickness with machine cut granite metal (size 63 – 45mm), screening material of good quality and red morrum etc.
- 3.13 Providing and constructing 1.8 m high barbed wire fence with entry & exit gates.
- 3.14 Excavation & 1000 micron HDPE Lining of pits. Waste pit, Mud Pit, Water Pit & Coral Pit.
- 3.15 Supplying & Fixing Spudding / False Conductor pipe of 20 inch.
- 3.16 Construction of RCC foundation for Rig, Mud pumps, tanks, cellar & other equipment.



- 3.17 Construction of cutting pit, waste pit, mud pit, water pit, coral pit, chemical storage shed, diesel storage area with dyke wall, toilet block, security hut, septic tanks/ soak pits, precast RCC slabs supports & drains.
- 3.18 Security Hut near main gate will be constructed with brick work & covered with CGI sheet
- 3.19 Construction of new and Improvement works on existing approach roads including cross drainage works.
- 3.20 Construction of Covered Chemical Shed with CGI sheets and later its dismantling and erecting at next site

4. **GENERAL**

Description of the items given below is in the general form and to be read along with specifications mentioned in the Clause 5 below.

4.1 **Bush clearance:**

Contractor has to cut & clear all the bushes, grasses, shrubs, trees and any other obstruction and remove from the site (newly acquired area or the areas as specified by the Engineer In charge) and dispose it off within the site including carriage of the waste material with a lead not exceeding 200 meters.

4.2 **Cutting of trees:**

Contractor has to cut, stack & dispose the trees (girth 150mm to 1000 mm) marked by Engineer in Charge, taking necessary safety precautions & measures and including uprooting & removal of stumps. Responsibility of obtaining necessary approvals/permissions from local authorities (if required) for cutting of the trees/bushes & raising /shifting of electrical power lines/telephone/data lines, etc will be with the contractor. However BPRL will provide recommendatory letter to the concerned authority if required.

4.3 **Cutting & Trimming of Avenue tree branches:**

Contractor has to cut, trim & stack and dispose the branches of the avenue trees marked by Engineer in Charge, taking necessary safety precautions & measures and ensure 7-8 m overhead clearance above road top level. Responsibility of obtaining necessary approvals/permissions from local authorities (if required) for cutting of the trees/bushes & raising /shifting of electrical power lines/telephone/data lines, etc will be with the contractor. However BPRL will provide recommendatory letter to the concerned authority if required.

Top soil removal:

Contractor has to remove 150mm top soil from the areas specified by the Engineer In charge and remove the unwanted material from the site to disposal point within the site including the cost of carriage (with lead not exceeding 300 meters) as directed by Company's authorized Engineer In Charge.



Grading and compaction:

Contractor has to grade the area to an average level surface and compact the surface with a vibratory roller as directed by Company's (BPRL) authorized Engineer-In Charge.

4.4 Earth filling from the Contractor owned borrow areas:

Contractor has to excavate approved earth fill materials from approved borrow pits (procured by Contractor), haul any distance, spread the approved fill materials and compact to 95% PDD in layers not exceeding 150 mm consolidated thickness with 10 Ton capacity vibratory rollers as filling of drill site & depth as specified by Engineer in Charge based on the joint survey prior to commencement. Quoted Rates are inclusive of all leads and lifts, transportation, payment of royalty / seignorage, compensation for the borrow pits, hire & operational charges of roller, etc. Joint measurement to be taken prior to commencement of filling and after completion of filling, based on which only the volume of earth filling will be certified.

4.5 Stacking of Earth excavated from the Company owned areas within drill site:

Contractor has to excavate earth upto 2.5 Mts. depth from the areas designated by Company (BPRL) within the drill site (waste pit, foundation trenches or any other pits to the specified shapes /sizes/ depth), load at sources, transport, unload and stack at specified location within drill site complete as directed by EIC. Joint measurement of the borrow pits to be taken prior to commencement of stacking and after completion of stacking, based on which only the volume of earth stacked will be certified.

4.6 Construction of bund around pits with the Earth excavated from the Company owned areas within drill site:

Contractor has to excavate earth upto 2.5 Mts. depth from the areas designated by Company within the drill site (waste pit or any other pits to the specified shapes /sizes/ depth), deposit on the bank of the pits and construct the bunds in uniform layers of 150mm consolidated thickness. Complete as directed by EIC. Joint measurement of the borrow pits to be taken prior to commencement of filling and after completion of filling, based on which only the volume of earth for construction of bund will be certified, if excavated soil is found suitable for bund making.

4.7 Rubble soling of 230 mm consolidated thickness as 1st layer hardening with red/ yellow morrum as blinding/ screening /topping material:

Contractor has to provide & supply Rubble (size 100 – 230mm) as well as the required screening / topping material of good quality Red/Yellow moorum at site of work including loading, transportation, unloading, stacking, laying the rubbles side by side & close to each other in uniform thickness by hand arrangement, hand packing the voids with smaller rubble, dry rolling with 8 to 10 ton capacity power roller in stages to proper grade and camber, applying & brooming the screening material (approved red/yellow moorum) to fill up the interstices of Rubble soling, watering and compacting to the required thickness with 8 to 10 ton capacity power roller. On



top of it 50mm thick moorum layer to be spread and compacted (Dry as well as wet).

4.8 Rubble soling of 230 mm consolidated thickness as 1st layer hardening with earth as blinding/ screening /topping material:

Contractor has to provide & supply Rubble (size 100 – 230mm) at site of work including loading, transportation, unloading, stacking, laying the rubbles side by side & close to each other in uniform thickness by hand arrangement, hand packing the voids with smaller rubble, dry rolling with 8 to 10 ton capacity power roller in stages to proper grade and camber, applying & brooming the screening material (using the earth already excavated from the waste pit and stacked within the drill site) to fill up the interstices of Rubble soling, watering and compacting to the required thickness with 8 to 10 ton capacity power roller. On top of it 50mm thick earth (available in stacks within drill site) to be spread and compacted (Dry as well as wet.)

4.9 Rubble soling of 230 mm consolidated thickness as 2nd or 1st layer hardening with quarry waste as blinding/ screening material & Grit as topping material:

Contractor has to provide & supply Rubble (size 100 – 230mm) as well as the required screening / topping material of good quality quarry waste (50mm and down) / Grit(6mm and down) at site of work including loading, transportation, unloading, stacking, laying the rubbles side by side & close to each other in uniform thickness by hand arrangement, hand packing the voids with smaller rubble, dry rolling with 8 to 10 ton capacity power roller in stages to proper grade and camber, applying & brooming the screening material (approved quarry waste) to fill up the interstices of Rubble soling, watering and compacting to the required thickness with 8 to 10 ton capacity power roller. On top of it 50 mm thick grit (6mm and down) to be spread and compacted (Dry as well as wet).

Fencing:

Contractor has to provide and erect 1.8 m high barbed wire fencing all around the land boundary with the provision of two gates (Main & Emergency Gates) & as advised by the EIC. It shall be supported on 2.20m high (0.4 m embedded in the foundation) 50 x 50x 6mm angle iron posts (2.20 m long & 0.2 m long lugs welded in T-shape) and 2 no's cross supports at every 18 m length & all corners (It has to be tack welded with vertical posts.) & @ 3m c/c and with 9 strands & inter cross at each 3 m bay) of 12 x 14 G Galvanized barbed wires properly fixed with GI pins. Applying one coat red oxide & three coats of good quality paint with color combinations two portions orange & one portion in white color or as advised by company (BPRL).

4.10 Excavation of pits & construction of bunds / filling:

Contractor has to excavate earth from the pit areas marked by the Engineer in Charge within the worksite boundary (shown in Annexure B) , construct the bund (fill up the area) as specified by Engineer in Charge and compact to 95% PDD in layers not exceeding 150 mm thickness. Rates are inclusive of all leads upto 50 m



and lifts upto 2.5 m. Joint measurement of pit to be taken prior to commencement of excavation and after completion of bund / filling, based on which only, volume will be certified.

4.11 Lining of waste pits, etc.:

Contractor has to protect the waste pit from seepage by Supplying and laying HDPE Liner 1000 micron in position including Vulcanizing, loading, transportation, unloading and fusion welding, jointing with heat welding machine at site of work as per manufactures Specifications. The item includes removing of vegetation, removing of clods, dressing, leveling of new as well as existing waste pits, mud, water & other pits before placing all as directed by E.I.C. Laps shall not be paid separately.

4.12 Spudding / False conductor pipe:

Contractor has to supply Spudding Pipe / False Conductor (Mild Steel) of size 550-600 mm outside dia. X 6000 mm long X 5 mm thick & Fix in true vertical position including excavating 700mm dia. x 5.5 m deep hole, fixing 4 Nos. Brackets & grouting with 50-150 mm thick or more with 1:2:4 Cement Concrete all around in such a way the pipe is protruding 0.5 m above cellar base

4.13 Structural Work for Covered Chemical storage shed:

Contractor has to supply, fabricate & erect a 12 m x 8m x 4 m high shed at the specified site as per the drawing to be issued at the time of construction. The frame work shall be of Structural steel bolted / welded in built up sections, trusses, purlins & rafters, so that it can be easily dismantled and relocated. The scope of work includes supply of all materials required, labour charges, cutting & fabrication, hoisting, fixing in position and applying one coat of priming & three coats of approved oil paint all complete as per instruction of Engineer in Charge.

4.14 Roofing & Wall Cladding:

Contractor has to provide & fix 18 gauge CGI sheet (of approved ISI make) roofing/walling with galvanized iron 'J'or'L' hooks, bolts and nuts 8 mm dia., G.I. plain, bitumen washers complete all as directed by EIC Overlaps will not be paid separately.

4.15 Excavation for foundation trenches:

The contractor has to excavate for foundation & substructure works upto the required depth in all types of soil as per the drawing or the directions of the Engineer in Charge. The excavated materials have to be deposited at a distance not exceeding 200 m. Contractor has to make his own arrangement for the dewatering, shoring and strutting works required during excavation and back filling. The mode of measurement for excavation works towards payment will be PCC /mud mat area x depth of excavation. I.e. the excavation done for the purpose of stepping, shoring strutting, sloping the sides etc. will not be considered for measurement and contractors quoted rate should cover all these aspects.



4.16 Sand filling for stabilization / back filling:

Contractor has to supply river sand at site of work and fill in the foundation trenches pits to the required depth (as advised by Engineer In Charge) as stabilization and / or at the sides of foundation as back filling in layers (each layer 20 cm thick) including watering and compaction of each layers by ramming etc. complete as directed by EIC. The rates include dressing, leveling & compacting the excavated area and prepare the surface to receive the filling as well as dewatering & slush removal (if any required).

Sand filling as backfilling has to be done in layers of 150mm compacted thickness, after the completion of foundation works upto the required filled up level. The excess excavated materials (after back filling) have to be carted away to a distance not exceeding 100 meters as directed by Company's Engineer in Charge. Contractor has to make his own arrangement for the dewatering, shoring and strutting works required during excavation and back filling. Joint measurement to be taken prior to commencement of filling and after completion of filling, based on which only the volume of sand filling will be certified.

4.17 Plain Cement Concrete 1:4:8 or 1:3:6:

On completion of excavation works/ stabilization, a blinding layer of lean concrete mix 1:4:8 or 1:3:6 of thickness as shown in drawing shall be placed to prevent deterioration of the ground formation and provide a sound clean working surface for construction of foundations. Contractor has to dress, level & compact the existing filled up area / excavated area with watering and prepare the surface to receive the plain cement concrete. Then he has to provide, mix, place and cure lean cement concrete (1:4:8 or 1:3:6 mix) on the leveled & compacted surface in specified thickness and compact with rammer. The fine & coarse aggregates (machine crushed granite metal of 40mm downgraded size) shall be clean, dry and free from clay, dust and other foreign materials. Necessary dewatering arrangement has to be made by the contractor at his cost. The cement to be consumed per cum of 1:3:6 concrete shall be not less than 220 kg & the same for 1:4:8 concrete shall be 165 kg per cum. Cost of shuttering will be paid separately. The quoted rate is inclusive of the cost of all materials, labour and machineries, seigniorage / royalties, transportation, etc. (Shuttering charges is always paid separately.)

4.18 Reinforced Cement Concrete:

Contractor has to provide and lay M20 grade **R.C.C.1:1.5:3 (1part of cement, 1.5 parts of fine aggregate i.e. sand and 3parts of coarse aggregate i.e. machine broken granite metal)** concrete mix or M25 grade **RCC 1:1:2 concrete** mix as advised including machine mixing, consolidation, compacting, curing etc. complete (Cost of centering and shuttering & reinforcement will be paid separately) for the RCC foundations of Rig sub structure, Cellars, Mud Pumps & supports / pillow foundations for tanks, etc. Contractor shall ensure the Indian Standard Practices & Procedures are followed during casting & quality control but not limited to the followings:



- 4.21.1** Cement: 53 grade cement Ordinary Portland cement conforming to IS8112 has to be used, which shall be fresh and free from lumps. The initial setting time shall not be less than 30 minutes and final setting time shall not be more than 10 hours.
- 4.21.2** Fine Aggregate: River sand (only coarse sand) shall be clean, sharp and free from clay, silt, organic matter and any other foreign materials.
- 4.21.3** Coarse Aggregate: Coarse aggregate shall be machine crushed granite metal of nominal size 20 downgraded.
- 4.21.4** Other quantities/ characteristics of coarse aggregate shall be subjected to the following limiting values:-
- The clay, fine silt and dust content shall not exceed 1% by weight.
 - The flakiness index (as measure in accordance with shall not exceed 20%.
 - The elongation index shall not exceed 35%.
 - The impact value shall not exceed 30%.
 - The absorption value shall not exceed 2.5%.by weight.
- 4.21.5** Water: The water used in mixing of concrete and mortar shall be clean fresh water of drinking water quality containing no salt acid alkali, oil, organic impurities or any other deleterious substance, which would impair the quality of the concrete.
- 4.21.6** Mixing of Concrete: Concrete shall be mixed on site in batch type machines complying with Indian Standards. The output capacity of the mixers provided shall be sufficient to meet concrete production requirements at any time but the amount of material mixed per batch shall not exceed the rated capacity of the mixers. Each batch of materials (including water) shall be mixed until the concrete is of a uniform color and consistency. For a rotating drum mixer up to 1 cubic meter capacity, the minimum mixing time shall be 2 minutes. For pan mixers, the minimum mixing time shall be 40 seconds. The drum or pan shall be emptied completely before recharging.
- 4.21.7** Placing and compacting Reinforced Cement Concrete: Contractor shall obtain the approval of Company to his proposed arrangement for the placing and compacting of concrete before commencing concreting. Contractor shall, before commencing any concreting, inform Company of the extent of concreting he intends to carry out in one continuous operation. If in the opinion of the Company, such proposals are considered unworkable, impracticable or liable to produce faults or unsatisfactory results, Contractor shall modify his proposals accordingly to the satisfaction of Company.

The mixed concrete must be transported from the place of mixing to the place of final deposit as quickly as possible by methods that will prevent segregation or loss of any constituent. In no circumstances should concrete be placed more than 30 minutes after mixing. No concrete shall be placed until the shuttering, reinforcement and other necessary items are completed and approved for casting by Company.

No concrete shall be allowed to fall uncontrolled through a height of more than 1m, except grouting of false conductor. Concrete shall be deposited continuously or brought up in layers of such a depth that no concrete will be deposited against concrete that has hardened. The concrete shall be thoroughly compacted and



worked into all parts of the shuttering and around reinforcement by poker-type high frequency mechanical vibrators.

A sufficient number of vibrators shall be employed so that, at the required rate of concrete placement, vibration throughout the entire volume of each layer of concrete is ensured and complete compaction of the concrete is achieved. Contact between the poker vibrator and reinforcing bars or formwork shall be avoided as far as possible so as to avert displacement or deformation of some during compaction. Freshly placed concrete shall not be vibrated in a manner which may cause damage to concrete already placed in other parts of the works and particular care shall be taken to prevent vibrations in reinforcement being transmitted into parts of the section where concrete has stiffened, causing loss of bond with the reinforcement steel.

Vibration shall be continued so long as is required for the concrete to become uniformly plastic, free from voids and air bubbles and properly filling the formwork. It shall not be continued after water has appeared on the surface.

4.21.8 Protection and Curing of concrete: The methods of curing and their duration should be such that the concrete will have satisfactory durability and strength in such a way that it will suffer minimum distortion and shrinkage. New concrete shall be kept moist and at a favorable temperature, especially during the first few days after casting. Fresh concrete shall be protected from rain and the heating effects of sunshine by protective covers/canopies, which shall be securely located and maintained in position for the requisite duration. Curing of concrete shall be achieved by continuous damp for 14 days / 7 days minimum. The concrete shall be kept wet by flooding or constant spreading/sprinkling with water or by covering well-saturated layers of Hessian sacking or with wet sand. The quoted rate is inclusive of the cost of all materials, labour and machineries, seigniorage / royalties, transportation, etc.

4.21.9 Shuttering: The shuttering form work shall be of steel or seasoned wood and must be strong and rigidly propped/braced, which will not deform / bulge when concrete is placed. Also, the shuttering work shall be constructed in such a way that it can be easily dismantled without causing damage to the concrete. The joints of the shuttering work shall be sufficiently tight to prevent loss of liquid from concrete by plugging / covering the gaps with jute or hessian cloth or polythene sheets. (Ply wood / seasoned wood shall be allowed only for corners & typical design or steel plates of required size is not available.)

4.21.10 Boxing / Pockets: Contractor has to provide specified size of pockets made of plywood, place in position/level as per drawing and remove after the concrete is set, which includes rectifying any deformation found in the pockets.

4.19 Steel Reinforcement

Reinforcement shall be clean and free from loose mill scale, loose rust, oil, grease, tar, paint, salt and other deleterious matter and conform to IS : 1786. Bars shall be cut and bent in accordance with IS 2502 "Code of Practice for Bending and Fixing of Bars for Concrete Reinforcement". All bending shall be done by the use of an



approved bending machine. Heating of bars is not permitted. All reinforcing bars shall be fixed together at all intersections by means of No.18 gauge annealed iron wire (or approved metal clips) so as to prevent displacement of the bars before or during concrete whilst the concrete is being rammed and vibrated around the steel and compacted against the shuttering.

4.20 Brick Work:

Contractor has to construct specified high/ thick wall with 1st class/ Class-A bricks of 190 x 90 x 90 mm bricks as per drawing & as advised by Engineer in charge. Prepare the top surface of the PCC / RCC by chipping / dotting at several spots to provide bonding to the brick work. Contractor has to provide good quality 1st class bricks, lay over a bed of cement and sand (1:4) mortar in stretcher bond and jointed with cement sand mortar (1:4). The brick work shall be true to plumb and vertical. The height of brick work constructed shall not exceed 1 metre on a day and 1 day to be allowed for gaining strength before commencing the construction for the next 1m height. The surface has to be cured by wetting for 7 days.

4.21 Plastering:

The area to be plastered has to be cleaned, prepared including racking of joints and plastered with cement sand mortar of 1 : 4 proportions for 12mm thickness with smooth finish. The surface to be cured by wetting for 7 days.

4.22 Back filling with available earth:

Contractor has to back fill the foundation trenches (after completion of foundation work) in layers not exceeding 200 mm and compact each deposited layer by ramming and watering by using the already excavated earth available within a lead of upto 50 mtrs & lift upto 1.5 m etc.

4.23 Carriage of available earth for Extra lead:

Contractor has to arrange for the manual carriage of the excavated earth already available for additional 50.00 mtrs or part thereof beyond the initial lead of 50 mtrs and upto 300mtrs as directed by EIC.

4.24 Toilet Block:

Contractor has to construct one no toilet block with all the sanitary fittings of standard make and provision of plumbing / soil lines inside & extended outside (for hooking to main lines). Construction as per approved drawing.

4.25 Security Hut : Contractor has to construct a Security Hut of size 2.5mx2.5mx 2.5m near main gate with brick work & covered with CGI sheet & window & door openings (Only opening has to be provided in brick work.)

5. SPECIFICATIONS FOR WORKS

Work is to be executed strictly according to the following specifications –



- Construction Specifications- Bureau of Indian Standards / CPWD Specifications along with updated correction slips or orders issued will be followed for all kind of construction activities.
- In case relevant items are not available in the above two specifications- Relevant IS Codes published by Bureau of Indian Standards/specifications for Road & bridges (Morth) will be followed
- In case relevant items are not available in the above all three specifications- As per Instructions of Engineer in Charge which shall be final and binding on the Contractor.

It is understood and agreed by the Contractor that the Work described shall be complete in every detail in accordance with the Scope of Work and specifications mentioned above, even though every item necessarily involved is not particularly mentioned. The Work shall be executed in a workman like manner in all respects and to the satisfaction of the Company (BPRL) Representative. The Contractor shall be required to provide all labour, materials and equipment necessary for the entire completion of the Work described and shall not avail him of any un-intentional error, omission or inconsistency that may exist. In case of any discrepancy between any of the Documents, the Company (BPRL) shall be the sole deciding authority as to which shall prevail and its decision shall be final and binding.

6. WORK INSTRUCTIONS

The Company (BPRL) Representative will communicate or confirm his instructions to the Contractor in respect of the execution of the Work or any special orders or instructions to be issued to the Contractor in a " Work Site Order Book " maintained at the Company(BPRL) office and the Contractor shall visit this office daily/whenever required and shall confirm receipt of such instructions, by signing the relevant entries in this book. Such entries will be treated as order or notices in writing within the intent and meaning of these conditions.

7. TEMPORARY WORKSHOPS AND STORES

The Contractor shall, during the progress of the Work provide, erect and maintain at his own expense all necessary temporary workshops, stores, offices, etc. required for the proper and efficient execution of the Work. On completion of the Work, after Approval of the Company all such temporary buildings shall be cleared away and the Site restored to its original conditions.

8. CONSTRUCTION TOOLS AND MATERIALS ON SITE

The Contractor shall furnish a list of tools, plant and machinery ("Tools"), which he intends to use on the Work. The list should indicate the type of Tools, its capacity, year of manufacture, kind and capacity of propelling force, spare capacity readily available and all pertinent information. The Contractor is obliged to use all the Tools mentioned in his list and any other Tools that the Company feels are required for the satisfactory execution of the Work. The Contractor shall be responsible to safeguard from theft or any other loss the Tools brought to Site.



Maintenance of Tools including fuel and lubricants required for the maintenance and its transportation to and from the Site shall be Contractor's responsibility at no extra cost to the Company. The Contractor shall also arrange at his cost for all consumables, required to satisfactorily perform the Work.

The Contractor shall ensure that the Work shall proceed uninterrupted even in the event of power failures, if applicable. Adequate number of diesel operated machinery shall be provided by the Contractor as alternative arrangement at no extra cost to the Company. The Contractor shall also arrange for the required number of diesel generating sets to generate the power required by the construction machinery and for lighting during the night work, at his own expenses.

When the Work is finally completed or the Contract is terminated for reasons other than the default of the Contractor, Contractor shall, with the prior Approval of Company Representative remove from the Site all Tools (other than those provided by the Company) and clear all rubbish and waste materials. In case the Contractor fails to remove any of his properties, assets or fails to clear the rubbish and waste materials within 30 days of the completion of the Work, Company shall take such action as it deems fit to clear, dispose of such properties, assets or such waste materials and charge the Contractor any expenses incurred thereon.

9. PROGRESS REPORT

The Contractor shall submit daily progress reports indicating the planned Work for the reporting period; actual Work completed in that period as well as cumulative planned and completed Work till the date of progress reports. The Contractor shall take photographs of the Work under construction every week at his own cost with the prior Approval of the Company (BPRL) Representative and submit 4 copies each to the Company Representative. The photograph size shall be 12" x 8". Other than bill/invoices all communications may be done through e-mail.

10. MATERIALS AND EQUIPMENT

10.1 GENERAL

Storage and safe custody of materials required for the Work, whether brought by the Contractor or supplied by the Company shall be at the risk and the responsibility of the Contractor.

10.2 MATERIALS TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall provide at his costs all labour, materials, tools, plant, equipment and transport that may be required in preparation for and in the entire execution and full completion of the Work. The rates specified in Section III, Compensation Schedule /Price table shall include apart from the above costs, waste on materials, carriage and cartage, lead, return of empties, hoisting, setting, fitting position and all other labour necessary in and for the entire execution and full completion of the Work. Any error in description or quantity in Section III or any omission there from, shall not release the Contractor from the execution of the



whole or any part of the Work comprised therein according to the Specifications, or from any of his obligations under the Contract.

The materials provided by the Contractor shall be brand new and in conformity with the Specifications laid down in the Contract and the Contractor shall if requested by the Company Representative, furnish proof to the satisfaction of the Company Representative that the materials so comply.

The Contractor shall at his own cost and expense, supply well in advance to the Site in-charge samples of materials proposed to be used in the Work. The Site-in-charge shall within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are Approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Site-in-charge for his Approval fresh samples complying with the Specifications laid down in the Contract.

All costs, charges and expenses incurred for removal of rejected material from Site and substitution shall be borne by the Contractor. If sufficient proof for the suitability of material is not furnished to the Site-in-charge, he shall be entitled to have tests carried out for these materials at the cost of the Contractor.

10.3 EQUIPMENTS TO BE SUPPLIED BY THE CONTRACTOR

The Contractor has to provide the required equipments & Machinery including tools & tackles, fuel, lubricant and certified operator, helper with HSE inducted and required PPE for miscellaneous works at site as per detail given below or as directed by engineer-in-charge. Type of equipments required are as follows:- (1) Escort /L &T/JCB -3D make Excavator Cum Back hoe or similar.(2) Excavator-Ex200 or equivalent (Tata Hitachi/Samsung/ L&T or similar make) with long boom.(3) Jack Hammer/rock breaker with all the necessary cable, bits etc required for job. (4) Earth Compactor / vibratory roller-10 Ton. (5) **Tractor with trolley** (4 Cum capacity) or with scrapper (karali). (6) 3-phase Electrical Power Generator power rating > 30KVA (DG set) run by HSD & approved by CPCB for noise and emission level.(7) Dumper/Tipper Truck- 15 Ton capacity Hiva (TATA/Ashok Leyland etc.)

11. ACCESS TO SITE, SUPERVISION, INSPECTION AND TESTING

11.1 ACCESS TO THE SITE BY COMPANY/ CONTRACTOR

The Company shall have the right to execute other Work on the Site simultaneously with the execution of the Work awarded to the Contractor, and Contractor shall give reasonable facilities for this purpose. The Site-in-charge or authorized person of the Company shall have the right of entry to the Site at all times.

The Contractor shall be governed by the security/safety regulations of the Company and of rules as may be in force from time to time, etc. The Contractor should follow these regulations strictly.



11.2 CONTRACTOR'S SUPERVISION

The Contractor shall deploy an engineer ("Engineer") having at least a Diploma Course in Civil Engineering/'Degree of Bachelor of Civil Engineering' from a recognized University with at least 10 years of experience for executing & supervising the Work at Site. The Engineer shall be present at the Site during all working hours and shall supervise the execution of the Work. The Contractor or Engineer shall visit when required and without making any claim for doing so, either the office of the Company Representative or the Site to receive instructions. The Contractor shall also furnish the proposed Site organization to the Company.

If the Contractor fails to deploy a suitable Engineer as aforesaid, the Company Representative/ Site-in-charge shall have full powers to suspend the execution of Work and stop any payment/advance that may be due, until such date of deployment of a suitable Engineer. The Contractor shall be held responsible for the delay caused to the Work due to this and no extension of time on this account shall be given to him.

The Company shall have full powers and without assigning any reason, to order the Contractor to cease deployment of any Personnel in connection with the Contract whose continuance deployment in the Company's opinion is undesirable. The Contractor shall promptly replace those Personnel with suitably qualified Personnel at no cost to the Company.

11.3 INSPECTION OF THE WORK

Company Representative/ Site-in-charge or any person authorized by him shall have access and right to inspect the Work, workshops, stores, workplace or any other place associated with the Work at all times during the progress of the Work, for the purpose of assuring the Company that the plans and Specifications are being properly executed. While the Company will extend to Contractor all desired assistance in interpreting the plans, and Specifications, such assistance shall not relieve the Contractor of any responsibility for the Work. The Contractor without delay shall correct any Work, which proves faulty. The fact that the Company may not have pointed out faulty Work in accordance with the plans and Specifications shall not relieve the Contractor from correcting such Work as directed by Company without additional compensation.

Contractor shall give every facility to Company Representative for inspection, testing and examination of the materials and workmanship even to the extent of discontinuing portions of the Work temporarily or of uncovering or taking down portions of finished Work.

12. TIME AND DURATION FOR CONSTRUCTION OF WORK

12.1 TIME AND DURATION FOR CONSTRUCTION

Time is of the essence. Prior to commencement of the Work, the Contractor shall prepare and submit to the Company Representative a bar chart. The chart shall be prepared in direct relation to the time stated in the Contract. It may be amended



periodically as may be required by agreement between the Company Representative and the Contractor within the limitation of the time imposed in the Contract.

The Company reserves the right to revise the schedule at its discretion in order to keep up to the Completion Date and to suit the overall requirements and such alterations shall not entitle the Contractor to any extra payment.

The Contractor shall suspend the execution of the Work, or any part or parts thereof whenever called upon in writing, assigning valid reasons by Company Representative to do so, and shall not resume Work until so directed in writing by the Company Representative. On resumption, the Contractor will be allowed an extension of time, for completion, not more than the period of suspension. However, no claim in this respect for compensation or otherwise will be admitted.

In the event Contractor fails to maintain the stipulated time of completion of Work, Company reserves the right to terminate the Contract and claim damages for the losses or impose penalty as provided for in the Contract.

12.2 NIGHT WORK

The time of completion generally shall be deemed to exclude working during night shifts and working in more than one shift. However, Company may consider granting permission for working during night shifts or extra shifts, if considered essential to complete the Work in the stipulated time. Night work or working in more than one shift shall not entitle the Contractor to any extra payments. Where night work is in progress, the Contractor at his cost to safeguard the workmen and others shall provide sufficient lights. Suitable precautions shall be taken to prevent accidents. **No women labour shall be employed beyond day light hours.**

13. **USE OF COMPLETED PORTIONS OF THE WORK**

Company (BPRL) shall have the right to take possession of and use any completed or partially completed portions of the Work at any time, but such taking of possession and such use shall not be deemed an acceptance of the Work so taken or used or any part thereof.

14. **DELAYS IN WORK**

If the Contractor is responsible for delays, it shall be the sole responsibility of the Contractor to work such overtime as may be necessary to eliminate said delay in the final completion of the work at no additional cost to the Company.

15. **CEMENT**

- I The construction cement for the work is to be procured by the contractor from the open market.
- II Approved brands/manufacturers for construction cement of 53 grade to be procured from the open market for the work are as follows :



- a) M/s. L&T Cement Ltd. / Ultra Tech
- b) M/s. Gujarat Ambuja Cement Ltd.
- c) M/s. Kamal Cement.
- d) M/s. Hathi Cement Ltd.
- e) M/s. Siddhi Cement Ltd.
- f) M/s. J K Laxmi Cement Ltd.
- g) M/S. Aditya Birla Cement Ltd.

M/s. Any other BIS Standard Cement approved by Engineer In Charge

16. REINFORCEMENT STEEL

Contractor has to procure approved quality reinforcement (Steel) like TATA, SAIL, VIZAG , Essar Steel, JSW Steel or equivalent (ISI mark).

17. SEIGNIORAGE/ ROYALTY FEES

The contractor should produce Mineral Revenue Clearance Certificate (MRCC) as a proof of having paid the Seigniorage / Royalty fee towards minor minerals supplied & consumed for the works as per the applicable rates. In the event of non-submission of MRCC certificate, the applicable Seigniorage / Royalty fee (specified by Mines department) will be directly deducted from contractor's bills and remitted to mines departments. Contractor will be solely responsible for any delay in processing his bill/ invoice arose out of non submission of MRCC.

18. TECHNICAL SPECIFICATION FOR CIVIL WORKS UNDER SCOPE OF WORK

18.1 GENERAL

All works shall be done strictly according to latest Bureau of Indian Standards /CPWD relevant item specifications wherever applicable. Where the specifications are not covered by CPWD/Gujarat State PWD, the provision in the relevant IS codes will be applicable. In the event of any discrepancy of above, the decision of Engineer – in - charge shall be final and binding on the contractor.

Good workmanship and neat appearance is the prerequisite for all sections of work. The total planning and sequence of different activities must be got approved by the Engineer – in – charge.

18.2 QUALITY CONTROL ON WORK AND MATERIALS



ANNEXURE – 01 **QA /QC PROCEDURE**

Contractor shall furnish all the test results along with the final invoice of the site

General:

All materials to be used, all methods adopted and all works perform shall be strictly in accordance with the requirements of these specifications. The contractor shall carry out quality control test on the materials and the work to the frequency stipulated. **All relevant IS code for civil construction materials, procedures & specifications shall be applicable for this tender.**

Testing of quality of executed work, necessary test for construction materials such as Cement, steel, bricks, sand, aggregates etc will be carried out as per Bureau of Indian Standards/ specifications and the frequencies thereof shall be as per stipulations laid down in contract document / BIS / specifications. No extra payment is admissible for such tests and the quoted rates shall be inclusive of testing charges. (For each location all the materials testing has to done separately & reports for the same has be submitted to the Company (BPRL).

For testing, following institutes may be used:

- a) Any Engineering college in Gandhinagar / Ahmadabad.
- b) Gujarat Government PWD / CPWD approved testing laboratory.

The cost of samples, sampling, testing and furnishing of test certificates shall be borne by the contractor. The following documents may be followed for the reference.

- a) MOST, Specification for roads and bridge work – 2014 or latest print edition.

All materials which BPRL's Engineer / his representative has determined as not conforming to the requirements of the contract shall be rejected whether in place or not, they shall be removed immediately from the site as directed.

CONTROL OF ALIGNMENTS AND LEVELS:

All works performed shall conform to the lines, grades, cross-sections and dimensions shown on the drawings.

Contractor shall follow MOST Specification – 2014 or latest available edition, for the quality control of road works(Sec.-900), for pipe culverts (Sec-2900), Materials for structure (Sec-1000), stone masonry (Sec-1400), and Section – 400 for construction of roads, and Sec – 300, for earth works, erosion control and drainage works.

REPORTS:

Contractors are required to furnish testing/inspection reports to BPRL as and when required in the formats given below. These formats may be revised /changed by BPRL if required.



DETAILS OF EARTH WORK

TITLE OF WORK:
LOCATION :

DATE

CHAINAGE FROM TO CHAINAGE	LAYER NO	COMPACTED THICKNESS	FIELD DRY DENSITY	FIELD MOISTURE CONTENT	REMARKS

SIGNATURE :
(FOR BPRL)

SIGNATURE : NAME :
(FOR CONTRACTOR)

The following charts may be followed during construction.



Cement: One test certificate shall be provided for each new batch of cement. A representative form is enclosed.

CEMENT TEST

SL NO

DATE

NAME OF WORK

DATE OF MANUFACTURING

SOURCE

TESTED ON

SAMPLE TAKEN

SL NO	DESCRIPTION	RESULT	IS REQUIREMENT	REMARKS
1	Normal consistency			
2	Setting Time A . Initial B . Final		30 min. 600 min.	
3	Compressive strength A 3 Days (average) B 7 Days (average)		160 kg / cm ² 220 kg / cm ²	
4	Fineness (by dry soiling method)		10 %	

SIGNATURE

SIGNATUR

NAME

NAME

FOR BPRL

FOR CONTRACTOR



SAND : Sand shall be tested per 25 cum of aggregate . A representative form is given.

TEST ON FINE AGGREGATES FOR GRADING (SIEVE ANALYSIS)

DATE OF SAMPLING

DATE OF TESTING

LOCATION OF MATERIALS

CONSIGNMENT NO

BATCH NO

SUPPLIER

IS SIEVE DESIGNATION	AMOUNT OF FINE AGGREGATE RETAIN ON EACH SIEVE (gm)	% AGE RETAINED	CUM. % AGE RETAINED	FM
4.75 MM				
2.36 MM				
1.18 MM				
600 Microns				
300 Microns				
150 Microns				

**SIGNATURE
NAME
FOR BPRL**

**SIGNATURE
NAME
CONTRACTOR**



QUALITY ASSURANCE REPORT

COARSE AGGREGATES

JOB NO. :

Sr. NO. :

DATE :

COARSE AGGREGATES CHECK LIST

1 Name of work :

2 Name of contractor :

3 Check –

*Whether from good, black, basalt/grante rock.	Yes/ No
*Whether free from dust, dirt, and deleterious and soft materials.	Yes/No
*Whether of required grade	Yes/No
*Specific gravity test- if yes value	Yes/No
*Absorption test taken if yes, %age	Yes/No
*Crushing value taken	Yes/No
*Is coarse aggregates is suitable for concrete job	Yes/No

NOTE :

- Copy of the test certificates should be attached.
- Frequency of test : every 50 cum. Or part thereof for RCC works.

Contractor's Engineer
BPRL Representative / Engineer



QUALITY ASSURANCE REPORT

RUBBLE/Quarry Rubbish/ GSB/WBM/BRICK MASONRY

Job No. :

Sr. No. :

Date :

RUBBLE - MATERIAL CHECK LIST

Test for specific gravity and 24 hour water absorption of rubble

- 1. Name of Work :
- 2. Contractor :
- 3. Location
- 4. Weight of sample rubble Kgs.
- 5. Whether rubble is washed Yes/No
- 6.a. Weight of saturated surface - dry sample in air A = _____ kgf
- b. Weight of sample in water B = _____ kgf
- 7. Specific gravity of rubble sample = $\frac{(A)}{(A-B)}$
- 8. Weight of oven dry sample C =----- Kgs.
- 9. Water absorption % = $\frac{(A - C)}{A} \times 100$
- 10. Rubble Satisfactory & acceptable/unacceptable
- 11. Any other remarks

Contractor's Engineer

BPRL Engineer



QUALITY ASSURANCE REPORT

FABRICATION & ERECTION OF STRUCTURAL STEEL

Job No.

Sr. No.

Date.

FABRICATION OF STRUCTURAL STEEL - CHECK LIST - WORKMANSHIP

1. Name of the Work

2. Name of the Contractor

3. Ref Drg. No./Specifications

4. Check for

- | | |
|---------------------------------|---------------------|
| .1 Straightness of members | Checked/not checked |
| .2 Accuracy of levels | Checked/not checked |
| .3 Accuracy of plumbs | Checked/not checked |
| .4 Matching of bolt/rivet holes | Checked/not checked |
| .5 Accuracy of alignment | Checked/not checked |

.6 Scaffolding and safety measures (ensured usage of Helmets, Safety belts, welding glasses, etc.)

5. Check for

- | | |
|---|---------------------|
| .1 Foundation bolting | Checked/not checked |
| .2 Riveting of members of structure | Checked/not checked |
| .3 Fastening by bolts and nuts of members of structures | Checked/not checked |
| .4 Welding of members of structures | Checked/not checked |

Contractor's Engineer

BPRL



Annexure – 02 (HSE)

Checklist for Inspection of Concrete works

INSPECTION CONDUCTED BY:

LOCATION:

DATE:

Sr No	Items	Yes	No	Remarks
1.	Is the work permit obtained for the activity?			
2.	Is proper access available for the work?			
3.	Is shuttering done with strong supports?			
4.	Is suitable walk way arranged?			
5.	Is power supply for all electrical equipment given through ELCB and Machine earthed properly?			
6.	Is mixer machine positioned at least one meter away from trench?			
7.	Is proper dewatering and curing arrangement made available			
8.	Are persons provided with necessary PPE like goggle and dust masks?			
9.	Is adequate illumination available?			
10.	Is fire extinguisher provided?			
11.	Are the handle lock bolts properly fitted?			
12.	Is area barricaded ?			

Signature of the Contractor's Supervisor/Engineer

Signature of the BPRL Engineer



EXCAVATION CHECKLIST

INSPECTION CONDUCTED BY:

LOCATION:

DATE:

Sr No	Items	Yes	No	Remarks
1.	Is Permit obtained for excavation			
2.	Is excavation certificate attached			
3.	Is equipment checked			
4.	Is operator has licence			
5.	Is flagman/signal man available			
6.	Are safety sign/caution boards available			
7.	Is barricade provided			
8.	Are proper tools used			
9.	Is shoring provided			
10.	Are walk ways required/provided			
11.	Is safety harness/lifeline/access ladder available			
12.	Is fire extinguisher provided			
13.	Is gas test required/performed			
14.	Are stop blocks for heavy equipment provided			
15.	Are entry/exit points provided			
16.	Is toolbox meeting conducted			
17.	Is excavated soil away from the edge of the excavation			

Signature of the supervisor/Engineer

End of Part 6



PART 7

STANDARD FORMATS



ANNEXURE- A

PRICE BID FORMAT

Price bid shall have to be submitted **online only** in the appropriate form provided for each Line Item. Prices should not be quoted here.

Currency of quote: _____

Civil Works for Preparation of Drill Sites in Exploratory Block CB-ONN-2010/8, Cambay Basin, Gujarat, India

A- PRICE BID EVALUATION CRITERIA

TABLE-A1: FOR SET-I (LOCATION A AND LOCATION D)

S. No.	Description	UOM	Quantity	Unit Rate inclusive of all taxes & duties except Service Tax (in figures)	Unit Rate inclusive of all taxes & duties except Service Tax (in words)	Service Tax (%)	Amount of Service Tax		Total Amount	
				A	B		(in figures)	(in words)	(in figures)	(in words)
							C		D=A X (B+C)	
1	Cut & Clear all the bushes, grasses, shrubs, trees, tree stumps and any other obstruction from the site including carriage upto a distance of 200 meters within or outside Drill site for the disposal.	SQM	36000							



2	Cutting & Stacking of the Trees (Grith 150 mm to 1000 mm or more) including uprooting / removing stumps.	NUMBER	40							
3	Cutting and Trimming of Branches from Avenue trees to provide 6m overhead clearance above carriage way. Number would be counted only if girth is more than 100 mm	NUMBER	45							
4	Removal top soil 150 mm from the proposed area & cart away the unwanted material from the site upto a distance 200 m as directed by Engineer in Charge.	SQM	36000							
5	Grading of the area to an average level surface and compacting the surface with a 10 Ton vibratory roller as directed by Engineer in Charge.	SQM	36000							
6	Supply of approved earth at site for filling including excavation, loading at sources, transportation, unloading at site with all leads and lifts & filling in layers of 150 mm compacted thickness including greading, levelling, watering, consolidation by 10 Ton vibratory roller etc. complete as directed by Engineer in Charge. Note:- (1) One depth of filling is considered. (2) Finding source of earth will be the responsibility of contractor. (3) NOC from land owner & Royalty document have to be submitted to the Company (BPRL) as & whenever necessary.	CUM	20999							
7	Earth work in Excavation & Filling in layers for foundations, cellars, drains & substructures in all type of soil including									



dressing of sides in slopes, compacting / ramming of bottom, dewatering of accumulated water from any source,soaring,bailing out of water and compacting earth with 10 Ton vibratory roller up to 95% proctor density and back filling (in layers of 150 mm) of same with excavated soil at any place including running plant area for all type of footings shallow / deep, masonry works, septick tank, soak well, pipe trenches, drains, oil traps etc. and Transportation & disposal of surplus earth as directed by Engineer-in-Charge.									
a) Depth from 0.00m to 3.00 m by mechanical equipment	CUM	1100							
b) Depth from 3.00m to 5.00 m by mechanical equipment	CUM	10							
c) Depth from 0.00 m to 3.00 m by Manually	CUM	3							
d) Depth from 3.00 m to 5.00 m by Manually	CUM	4							
e) Depth from 5.00 m to 8.00 m by Manually	CUM	5							



8	Earth work in Excavation & Stacking- for foundations, cellars, drains & substructures in all type of soil including dressing of sides in slopes, compacting / ramming of bottom, dewatering of accumulated water from any source, soaring, bailing out of water at any place including running plant area for all type of footing, foundations shallow / deep, septic tank, soak well, masonry works, pipe trenches, drains, oil traps etc. and loading at source, transportation & unloading, stacking / disposal of excavated earth within drill site or at specified location with all leads & lift as directed by Engineer-in-Charge.								
	a) Depth from 0.00m to 3.00 m by Mechanical Equipment	CUM	1100						
	b) Depth from 3.00m to 5.00 m. by Mechanical Equipment	CUM	100						



9	Rubble Soling 230 mm thick 1st Layer- Providing & laying Rubble (size 100 - 230 mm) as well as required screening / topping material good quality yellow/red moorum at site, it is inclusive of loading, transportation, unloading, stacking, laying the rubble side by side & close to each other in uniform thickness by hand arrangement, hand packing the voids with smaller rubble, dry rolling with 8-10 Ton capacity vibratory roller in stages to proper to proper grade and camber, applying & brooming the screen material (approved yellow/red moorum) to fill up to the interstices of Rubble Soling, watering and compaction to the required thickness with 8-10 Ton capacity vibratory roller. On top of it required thickness of moorum layer to be spread and compacted (Dry as well as wed.). Complete in all respect as specified and as directed Engineer-in-Charge.	SQM	19300							
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10	Crushed Stone Aggregate / Quarry Waste- Providing & laying of Crushed Stone Aggregate / Quarry Waste- 50-150mm thick or as required (size 50 mm down) spreading on 1st layer/rubble (or in some case as 1st, 2nd & 3rd layer/top layer) as well as required screening, loading, transportation, unloading & spreading in uniform thickness, watering & compaction with 10 Ton vibratory roller up to 95 % compaction. it is inclusive of good surface preparation for next layer of Rubble/WBM or as top layer complete in all respect as specified and as directed Engineer-in-Charge. (Considered 150mm thick 6000 sqm area.)	CUM	2450							
11	GSB- Supplying, mixing and spreading of granular sub-base layer of 100-150 mm as required by providing course graded material 40 to 60 mm size (GSB) stone chips mixed with 6mm down crushed stone dust out side from the owners premises including spreading leveling, watering, compacting up to 98% minimum dry density by mechanical means 10 Ton vibratory roller. Grade No-1 Table no 400-1 MORTH specification etc as directed Engineer-in-Charge.									
	For any thickness	CUM	20							



12	<p>WBM- Providing and laying, spreading and compacting stone aggregates of specific size 40-60 mm fit for water bound macadam specification as per clause 404 of MORTH specification for the road works,drill/camp site hardening , sub base etc including cost of material, yellow / red moorm and water with all leads , spreading in uniform thickness, rolling/consolidation with 8-10 T roller as directed Engineer-in-Charge.</p>									
	Single layer thickness should not be more than 75 mm	SQM	19260							
13	<p>Supply of Grit (size-6mm down) at site including loading, transportation & unloading, spreading uniformly 10-20 mm thickness on top layer (or in some cases as 1st layer itself) and watering, compaction by 10 Ton vibratory roller as directed by Engineer in-charge.</p>									
	For any thickness	CUM	308							
14	<p>Providing and laying brick masonry with bricks of class-A in cement mortar 1:4 (1cement : 4sand) 230 mm or more thick and any shape at all hieght and depth above/below plinth level including cost of material, labour, pointing (weathered & grooved) of joints above ground level and flush joint below ground level, IS standard scaffolding /staging, sampling & testing, soaking of bricks, providing recesses, making opening of any shape & water curing etc. complete as specified and as directed by Engineer-in-Charge.</p>	CUM	120							



15	<p>Providing and laying half brick masonry wall thickness 115mm with bricks of class-A in cement mortar 1:4 (1cement : 4sand) and reinforced with 2 strips of hoop iron 25mm wide and 18 gauge in course not more than 30 cm apart and continued for 23 cm into the main wall on which the partition wall abuts and any shape at all hieght and depth above/below plinth level including cost of material,labour, pointing (weathered & grooved) of joints above ground level and flush joint below ground level, IS standard scaffolding/staging, sampling & testing, soaking of bricks, providing recesses, making opening of any shape & water curing etc. complete as specified and as directed by Engineer-in-Charge.</p>	SQM	60							
16	<p>Brick on Edge Lining Masonry (Soling with bricks in cross fashion) with 115 mm thick class-A brick in cement mortar 1:4 (1st class) good quality brick free from over burnt or any defect suitable for brick on edge lining & it is inclusive of preparation of base, soil compaction with minimum dry density of 95 % with required slope & level. For Coral, Flare & other pits as per the satisfaction Engineer in Charge.</p>	SQM	400							



17	<p>Plaster on new /old surface of walls (including cleaning and removing old surface), floors, drains, beams, slabs, columns, tanks etc in cement mortars 1:4 mix. In manholes, walls , septic tanks, oil traps etc. Including all materials, scaffoldings complete in all respect as specified and as directed Engineer-in-Charge.</p>									
	a) 12 MM thick	SQM	1200							
	b) 20 MM thick	SQM	0							
18	<p>Providing and laying Hony combing brick work for Soak Well with A-class bricks with out cement mortar 230 mm thick to any shape up a depth of 6.0 meter below/above ground level including cost of material, labour, pointing (weathered & grooved) of joints above ground level and flush joint below ground level, IS standard scaffolding /staging, sampling & testing, soaking of bricks, providing recesses, making opening of any shape & water curing etc. complete as specified and as directed by Engineer-in-Charge.</p>	SQM	100							
19	<p>Providing & laying 230mm thick Stone Pitching with cement mortar 1:3 (1 cement : 3 coarsed sand) on sloping earth surface including preparation of base, finishing, curing etc complete as directed by Engineer-in-Charge.</p>	SQM	20							



20	<p>Plain Cement Concrete- Supplying, providing mixing with power mixer machine, placing consolidating, tamping, crammimg, cvibrating and curing plain cement concrete for leveling course under foundation of footings, walls, trenches, rafts, floors, etc and below floors including shuttering wherever necessary up to 3.5 m height or depth from ground level and finishing the top as directed Engineer-in-Charge.</p>									
	a) In M 10 (1:3:6) proportion of any thickness, using graded coarse aggregates 20 mm max. size.	CUM	170							
	b) In M 15 (1:2:4) proportion of any thickness using graded coarse aggregates 20 mm max. Size.	CUM	6							
21	<p>RCC- Supplying, providing, mixing, placing, consolidating including providing pocket, opening recesses, chamfering wherever required, taming, rendering, and curing RCC cement concrete for foundations, walls, floors, columns, beam. roofs, drains, sumps pedestals, rafts etc excluding cost of centering, shuttering and reinforcement. With crusher broken stone aggregate of 20 mm nominal size, up to 3.5m height or depth from ground level as per directed Engineer-in-Charge</p>									
	a) M 20 (1:1.5:3) grade	CUM	1320							
	b) M 25 (1:1:2) grade Design Mix	CUM	0							



22	Reinforcement- Providing, straightening, cutting, bending, including wastage, hooking, bending, placing and binding in position as per drawings and detail of steel reinforcements (including cost of binding wire, placing of proper cover blocks of same mix grade, supports, chairs, overlapping, spaces etc. complete) for all work such as foundations, walls, floors, column, beam, slab etc for any height or depth from ground level as per directed Engineer-in-Charge.									
	HYSD steel bars reinforcements (conforming to IS-1786 grade fe 415).	Kg	80000							
23	Providing & fixing Centering and Shuttering of plywood and steel plates including, stagging shrutting, bracing, propping, scaffolding etc and removal of shutters & stagging for foundations, walls, sumps, tanks, RCC drains and all type of RCC structures like column, beams, slabs etc upto any depth or height as per directed Engineer-in-Charge.									
	With steel plates / plywood's	SQM	1700							
24	Supplying and filling Road Shoulder, Sub base, base with approved mooram / gravel brought from approved barrow pits form out side the owners premises including spreading leveling, compacting up to 98% minimum dry density by mechanical means, watering complete as directed Engineer-in-Charge.									
	For any Lead	CUM	4000							



25	RCC Pipes- Providing, laying including excavation of trenches and jointing of RCC pipes of various diameter (NP4) for culvert/road crossing. Jointing of pipe shall be done in cement mortar of 1:2 as specified in tender document complete in all respect as directed Engineer-in-Charge.									
	a) 900 mm	RMT	10							
	b) 600 mm	RMT	32							
	c) 300 mm	RMT	24							



26	<p>Fencing- GI Barbed wire 12x14 gauge (200 mm c/c horizontal- 9 no's & 2 cross wires) fencing of locations at the distance 3.0 m C/C with 2.4 m (1.8m+0.4m+0.2m=2.4m) length angle with antiscaling (As per Sketch No - 01) including excavation of fence footings size- 400 x 400 x 500 mm and back filling the same, concreting with (1:3:6) concrete mix as per CPWD , including shuttering and concreting, providing, fabrication, and erection of fence poles of ISA angles size 50x50x6 mm additional extra angles 2 no's post of same sizes concreted in ground at a distance of 18m C/C as per drawing (Typ sketch-02) for the support. Cleaning of angle post with emery paper, one coat red oxide primer with three coats of standard quality paint (275 microns) in colour combinations of 2 parts orange & 1 part white and brand as directed by BPRL. The rate shall include providing, fabrication and application / fixing of all the materials complete in all respects as per drawing and as directed Engineer-in-Charge.</p>	RMT	1060							
----	---	-----	------	--	--	--	--	--	--	--



27	<p>Supplying and fixing of MS Main Gate 6.0m wide (pannels 3m +3m each) as per Sketch including complete in all respect including locking arrangement, anti scaling spikes, excavation and concreting of posts as per sketch including Cleaning of angle post & gate with emery paper, one coat red oxide primer with three coats of standard quality paint (275 microns) colour as directed by BPRL. The rate shall include providing, fabrication and application / fixing at site of all the materials complete in all respects as per drawing (Typ sketch) and as directed Engineer-in-Charge.</p>	Each	2							
28	<p>Supplying, providing and fixing Emergency Gates of MS angel 50x50x6 mm and XPM wire mesh complete in all respect (As per sketch) including locking arrangement, anti scaling spikes, excavation and concreting of posts as per sketch including Cleaning of angle post & gate with emery paper, one coat red oxide primer with three coats of standard quality paint (275 microns) colouras directed by BPRL. The rate shall include providing, fabrication and application / fixing of all the materials complete at site in all respects as per drawing (Typ sketch) and as directed Engineer-in-Charge.</p>									
	Size 1.5 x 1.8 m	Each	2							



29	<p>Providing and fixing of heavy duty ISI Mark P.V.C. pipes for drainage for drain water pipes, domestic disposals from manholes to septic tanks and soak away including excavation and backfilling of same, all type of joints and fittings, jointing of pipes with suitable adhesives and jointer, bends, clamps, clips, jackets etc complete in all respects as per drawing and as directed Engineer-in-Charge.</p>									
	a) 3 inch PVC heavy duty pipe line	RMT	10							
	b) 4 inch PVC heavy duty pipe line	RMT	100							
	c) 6 inch dia heavy duty PVC pipes	RMT	12							
30	<p>Providing & placing RCC (M20: 1:1.5:3) precast slab 100 mm thick & 600 mm width for Septic tank & Soak well covering (Leak proof) with 10 mm Tor steel at 150 mm c/c b/w in single layer & 12 mm Tor steel lifting hook per slab including necessary jointing, pointing in cement mortar, plaster, finishing & arrangement for placing of manhole covers complete in all respect as per satisfaction of Engineer-in-Charge.</p>	SQM	50							
31	<p>Supplying, providing and fixing of per-cast RCC man hole covers of M 25 grade Pre-cast Cement Concrete of 100 mm thick with 50 x50mm welded mesh fixed with single layer of 8 mm dia steel at 100 mm c/c bothways with suitable lifting arrangements and outer resting sectional frame as per satisfaction of Engineer-in-charge.</p>									
	a) 600x600 mm size	NO	4							



	b) 900x900 mm size	NO	4						
32	Supplying & fixing of Spudding Pipe (MS) / False conductor 600-800 mm outside diameter X 6000 mm long x 5mm thick in position, including excavation (5-6m below cellar bottom with small Rig / bore well Rig) , fixing 4 no's brackets & grouting with 50-150mm thick 1:2:4 concrete all around. (Qty- $3.14 \times 0.8 \times 6.0 \times 0.005 \times 785 = 591.500$ KG) and 6m additional for Rig utilization	KG	1797						
33	Earth Work in Excavation for Waste pits, Mud Pits, Water Pits, Solar Pits & Coral Pits etc. in all type of soil up to a lead of 200 m and lift of 2.50 m including cleaning of vegetation/shrubs, back filling, dressing and levelling as per attached drawing for in any shape including stabilisation / compaction of side slopes & ramming of bottom of the pits including watering required for slope stabilisation & finishing, de-watering of accumulated water from any source and transporting & disposal of surplus earth complete in all respect as directed Engineer-in-Charge.	t							
	Depth upto 2.50 m	CUM	3700						



34	<p>HDPE PIT LINER- Supplying Providing & Installation of HDPE GEO MEMBRANE PITLINERS on levelled, sloped surface inside the drilling Waste Storage pit, Mud Pit, Solar Pit, Water Pit & Coral Pit including surface preparation as per drawing & excavation of trenches 600x600 mm for anchoring of liner and on the top of trench compacted, earthen bund to be made with yellow soil / mooram all around pit of size 450mm x 450mm. Welding of seems & testing of joints complete in all respect as directed by Engineer-in-Charge.</p>									
	1000 micron Thickness.	SQM	5000							
35	<p>Brick soaling single layer (4 inches thick) with class A quality brick with cement sand mortor of 1:4 ratio, filling of joints and pointing, watering/curing up to 10 days, rate shall includes supplying placing and fixing of the materials in position as per drawing or as directed by the BPRL. Before laying the brick layer base surface shall be hardened and shall be prepared in complete respect as directed Engineer-in-Charge.</p>	SQM	600							
36	<p>Toilet Block- Construction of one number Toilet Block with all the sanitary fittings of standard make & plumbing lines extended outside for hooking to the main lines as per the approved drawing & instruction of Engineer in Charge.</p>	NUMBER	2							



37	River Sand- Supplying, providing, laying of coarse river sand for filling in foundation & watering, consolidation with 8-10 T Vibro roller (up to 98% density) in layers more or less than 200mm thick from the all leads & approved river source as directed Engineer-in-Charge.	Cum	200							
38	Supply & Stacking of Sand Bags for operations /maintenance including supply of empty cement bags, labour charges etc and stacking at the location specified by the Engineer-in-Charge.	NUMBER	200							
39	Supplying, providing the Equipment & Machinery including tools & tackles, fuel, lube and certified operator, helper with HSE inducted and required PPE for miscellaneous works at site as per detail given below as directed by engineer-in-charge. Uses will be counted from time of arrival at site till the completion of job.									
	Escort / L &T / JCB -3D make Excavator Cum Back hoe or similar.									
	i) Per day 10 hrs basis	Per Day	3							
	ii) Extra per hr charges (After 10 hrs)	Per hr	6							
40	Jack Hammer/rock breaker with all the necessary cable, bits etc required for job.									
	i) Per day 10 hrs basis	Per Day	2							
	ii) Extra per hr charges (After 10 hrs)	Hrs	4							
41	Earth Compactor / vibro roller.									
	i) Per day 10 hrs basis	Day	2							
	ii) Extra per hr charges (After 10 hrs)	Hr	4							



42	Tractor with trolley (4 Cum capacity) or with scrapper (karali).									
	i) Per day (10 Hrs Basis)	Per day	2							
	ii) Extra Charges per hrs after 10 hrs	Per Hr	4							
43	Lump Sum mob demob charges for the small civil works at any sites within the contract area as per the details given. No mob demob will be paid if job value exceeds Rs 25,000/- value									
	Job value less than RS 25,000/-	Per site	2							
44	Breaking of civil structures up to elevation (plus or minus) 5 m transporting and disposing of debris at the safe place and obtained NOC/Permit certificate from land owner as per satisfaction of Engineer-in-charge.									
	a) RCC Structures	cum	10							
	b) PCC Structures	cum	4							
	c) Brick/stone masonry/ stone patty slabs	cum	4							
	d) Scrapping and removing of WBM/Jhikra layer.	cum	100							
45	3-phase Electrical Power Generator power rating > 30KVA (DG set) run by HSD & approved by CPCB for noise and emission level.For any distance with in the BPRL-CB-ONN-2010/8 (Part-A) Block									
	i) Per day 10 hrs basis	Day	2							
	ii) Extra per hr charges (After 10 hrs)	Hr	4							



46	Supply, providing, fabrication & erection of steel structures (chemical shed or any other structural work) as per drawing given for chemical shed or any miscellaneous work at site riveted, bolted or welded in built up sections, trusses & frame work, including, cutting, erection & fixing in position including emery paper cleaning, one coats of red oxide primer and three coats of good quality of paint (Nerolac, Berger or similar make) or as directed Engineer-in-Charge.	Kg	2500							
47	Supplying, providing, and fixing in position of GI Corrugated sheets ISI mark for roofing, wall & ridge in position including all fixings, J hooks, clamps, nuts 8mm diameter with bitumen/white lead and GI limpet washers up to any pitch in horizontal/vertical surface etc. complete, necessary supports, scaffoldings in any position etc complete in all respect of following thichkness. GI Sheets shall be ISI marked and brands like Tata Shakti or equivalent as directed Engineer-in-Charge									
	18 Guage	SQM	237.25							



48	<p>Providing a set of 4 no's M20 foundation bolts 1000 mm long (including 300 mm x 300mm x 10 mm in base plate, locking nuts, plain washers and 10mm the anchor plates of 75 mm square) and placing in position at the required level& firmly securing to the reinforcement before casting the pedestal foundation as advised by Engineer in Charge.</p>	Set	20							
49	<p>Dismantling and Re erection of Chemical Shed of size 12M X 8M X5M (steel structure with CGI sheet roofing made of built up structural members) above the foundation from one location and re-erecting at next location (over existing foundation) with any lead with in the project as advised by Engineer in Charge.</p>	Each Complete Operation	1							
50	<p>Supplying, providing and fixing LOCATION SIGN BOARD fully covered by High Intensity Grade Retro Reflective sheeting on 3mm thick aluminium composite panel of blue base, white letters fixed on angle frame 35 x35 x 5mm and 50 mm dia pipe (2+2 Nos) concrete grouted in ground 450mm x 450mm x 600mm. The clear ht. of bottom of board is min. 1200mm above ground level complete as directed by Engineer- in charge. The measurement shall be (1200mm Width X 750mm Height) of reflector (HIGRR) sheet fixed.</p>	SQM	4							



51	Supplying & providing labourers with necessary tools & tackles and safety gears like complete PPE on daily wages (12 Hrs Duty) basis for misc work at site. Fooding, Lodging & transportation shall be provided by the contractor.									
	a) Unskilled (With necessary tools & tackle)	Man days	15							
	b) Skilled (Mason, carpenters, bar benders etc. with necessary tools & tackle)	Man days	4							
Total Amount (in figures)										
Total Amount (in words)										



TABLE-A2: FOR SET-II (LOCATION B AND LOCATION C)

S. No.	Description	UOM	Quantity	Unit Rate inclusive of all taxes & duties except Service Tax (in figures)	Unit Rate inclusive of all taxes & duties except Service Tax (in words)	Service Tax (%)	Amount of Service Tax		Total Amount	
							(in figures)	(in words)	(in figures)	(in words)
				A	B		C		D=A X (B+C)	
1	Cut & Clear all the bushes, grasses, shrubs, trees, tree stumps and any other obstruction from the site including carriage to a distance of 200 meters within or outside Drill site for the disposal.	SQM	43525							
2	Cutting & Stacking of the Trees (Grith 150 mm to 1000 mm or more) including uprooting / removing stumps.	NUMBER	130							
3	Cutting and Trimming of Branches from Avenue trees to provide 6m overhead clearance above carriage way.	NUMBER	365							
4	Removal top soil 150 mm from the proposed area & cart away the unwanted material from the site to a distance 200 m as directed by Engineer in Charge.	SQM	39525							



5	Grading of the area to an average level surface and compacting the surface with a 10 Ton vibratory roller as directed by Engineer in Charge.	SQM	39525							
6	Supply of approved earth at site for filling including excavation, loading at sources, transportation, unloading at site with all leads and lifts & filling in layers of 150 mm compacted thickness including grading, levelling, watering, consolidation by 10 Ton vibratory roller etc. complete as directed by Engineer in Charge. Note:- (1) One depth of filling is considered. (2) Finding source of earth will be the responsibility of contractor. (3) NOC from land owner & Royalty document have to be submitted to the Company (BPRL) as & whenever necessary.	CUM	20999							
7	Earth work in Excavation & Filling in layers for foundations, cellars, drains & substructures in all type of soil including removal of vegetation etc. cutting & dressing of sides in slopes, compacting / ramming of bottom, dewatering of accumulated water from any source,soaring,bailing out of water and compacting earth with 10 Ton vibratory roller up to 95% proctor density and back filling (in layers of 150 mm) of same with excavated soil at any place including running plant area for all type of footings shallow / deep, masonry works, septick tank, soak well, pipe trenches, drains, oil									



	traps etc. and Transportation & disposal of surplus earth as directed by Engineer-in-Charge.									
	a) Depth from 0.00m to 3.00 m by mechanical equipment	CUM	1100							
	b) Depth from 3.00m to 5.00 m by mechanical equipment	CUM	10							
	c) Depth from 0.00 m to 3.00 m by Manually	CUM	3							
	d) Depth from 3.00 m to 5.00 m by Manually	CUM	4							
	e) Depth from 5.00 m to 8.00 m by Manually	CUM	5							
8	Earth work in Excavation & Stacking- for foundations, cellars, drains & substructures in all type of soil including removal of vegetation etc. cutting & dressing of sides in slopes, compacting / ramming of bottom, dewatering of accumulated water from any source, soaring, bailing out of water at any place including running plant area for all type of footing, foundations shallow / deep, septick tank, soak well, masonry works, pipe trenches, drains, oil traps etc. and loading at source, transportation & unloading, stacking / disposal of excavated earth within drill site or at specified location with all leads & lift as directed by Engineer-in-Charge.									
	a) Depth from 0.00m to 3.00 m by Mechanical Equipment	CUM	1100							



	b) Depth from 3.00m to 5.00 m. by Mechanical Equipment	CUM	100						
9	Rubble Soling 230 mm thick 1st Layer- Providing & laying Rubble (size 100 - 230 mm) as well as required screening / topping material good quality yellow/red moorum at site, it is inclusive of loading, transportation, unloading, stacking, laying the rubble side by side & close to each other in uniform thickness by hand arrangement, hand packing the voids with smaller rubble, dry rolling with 8-10 Ton capacity vibratory roller in stages to proper to proper grade and camber, applying & brooming the screen material (approved yellow/red moorum) to fill up to the interstices of Rubble Soling, watering and compaction to the required thickness with 8-10 Ton capacity vibratory roller. On top of it required thickness of moorum layer to be spread and compacted (Dry as well as wed.). Complete in all respect as specified and as directed Engineer-in-Charge.	SQM	25700						



10	Crushed Stone Aggregate / Quarry Waste- Providing & laying of Crushed Stone Aggregate / Quarry Waste- 50-150mm thick or as required (size 50 mm down) spreading on 1st layer/rubble (or in some case as 1st, 2nd & 3rd layer/top layer) as well as required screening, loading, transportation, unloading & spreading in uniform thickness, watering & compaction with 10 Ton vibratory roller up to 95 % compaction. it is inclusive of good surface preparation for next layer of Rubble/WBM or as top layer complete in all respect as specified and as directed Engineer-in-Charge. (Considered 150mm thick 6000 sqm area.)	CUM	3450							
11	GSB- Supplying, mixing and spreading of granular sub-base layer of 100-150 mm as required by providing course graded material 40 to 60 mm size (GSB) stone chips mixed with 6mm down crushed stone dust out side from the owners premises including spreading leveling, watering, compacting up to 98% minimum dry density by mechanical means 10 Ton vibratory roller. Grade No-1 Table no 400-1 MORTH specification etc as directed Engineer-in-Charge.									
	For any thickness	CUM	20							



12	<p>WBM- Providing and laying, spreading and compacting stone aggregates of specific size 40-60 mm fit for water bound macadam specification as per clause 404 of MORTH specification for the road works,drill/camp site hardening , sub base etc including cost of material, yellow / red moorm and water with all leads , spreading in uniform thickness, rolling/consolidation with 8-10 T roller as directed Engineer-in-Charge.</p>									
	Single layer thickness should not be more than 75 mm	SQM	25700							
13	<p>Supply of Grit (size-6mm down) at site including loading, transportation & unloading, spreading uniformly 10-20 mm thickness on top layer (or in some cases as 1st layer itself) and watering, compaction by 10 Ton vibratory roller as directed by Engineer in-charge.</p>									
	For any thickness	CUM	470							
14	<p>Providing and laying brick masonry with bricks of class-A in cement mortar 1:4 (1cement : 4sand) 230 mm or more thick and any shape at all hieght and depth above/below plinth level including cost of material, labour, pointing (weathered & grooved) of joints above ground level and flush joint below ground level, IS standard scaffolding /staging, sampling & testing, soaking of bricks, providing recesses, making opening of any shape & water curing etc. complete as specified and as directed by Engineer-in-Charge.</p>	CUM	120							



15	<p>Providing and laying half brick masonry wall thickness 115mm with bricks of class-A in cement mortar 1:4 (1cement : 4sand) and reinforced with 2 strips of hoop iron 25mm wide and 18 gauge in course not more than 30 cm apart and continued for 23 cm into the main wall on which the partition wall abuts and any shape at all hieght and depth above/below plinth level including cost of material,labour, pointing (weathered & grooved) of joints above ground level and flush joint below ground level, IS standard scaffolding/staging, sampling & testing, soaking of bricks, providing recesses, making opening of any shape & water curing etc. complete as specified and as directed by Engineer-in-Charge.</p>	SQM	60							
16	<p>Brick on Edge Lining Masonry (Soling with bricks in cross fashion) with 115 mm thick class-A brick in cement mortar 1:4 (1st class) good quality brick free from over burnt or any defect suitable for brick on edge lining & it is inclusive of preparation of base, soil compaction with minimum dry density of 95 % with required slope & level. For Coral, Flare & other pits as per the satisfaction Engineer in Charge.</p>	SQM	400							



17	<p>Plaster on new /old surface of walls (including cleaning and removing old surface), floors, drains, beams, slabs, columns, tanks etc in cement mortars 1:4 mix. In manholes, walls , septic tanks, oil traps etc. Including all materials, scaffoldings complete in all respect as specified and as directed Engineer-in-Charge.</p>									
	a) 12 MM thick	SQM	1200							
	b) 20 MM thick	SQM	0							
18	<p>Providing and laying Hony combing brick work for Soak Well with A-class bricks with out cement mortar 230 mm thick to any shape up a depth of 6.0 meter below/above ground level including cost of material, labour, pointing (weathered & grooved) of joints above ground level and flush joint below ground level, IS standard scaffolding /staging, sampling & testing, soaking of bricks, providing recesses, making opening of any shape & water curing etc. complete as specified and as directed by Engineer-in-Charge.</p>	SQM	100							
19	<p>Providing & laying 230mm thick Stone Pitching with cement mortar 1:3 (1 cement : 3 coarsed sand) on sloping earth surface including preparation of base, finishing, curing etc complete as directed by Engineer-in-Charge.</p>	SQM	20							



20	<p>Plain Cement Concrete- Supplying, providing mixing with power mixer machine, placing consolidating, tamping, cramping, vibrating and curing plain cement concrete for leveling course under foundation of footings, walls, trenches, rafts, floors, etc and below floors including shuttering wherever necessary up to 3.5 m height or depth from ground level and finishing the top as directed Engineer-in-Charge.</p>									
	a) In M 10 (1:3:6) proportion of any thickness, using graded coarse aggregates 20 mm max. size.	CUM	170							
	b) In M 15 (1:2:4) proportion of any thickness using graded coarse aggregates 20 mm max. Size.	CUM	6							
21	<p>RCC- Supplying, providing, mixing, placing, consolidating including providing pocket, opening recesses, chamfering wherever required, taming, rendering, and curing RCC cement concrete for foundations, walls, floors, columns, beam, roofs, drains, sumps pedestals, rafts etc excluding cost of centering, shuttering and reinforcement. With crusher broken stone aggregate of 20 mm nominal size, up to 3.5m height or depth from ground level as per directed Engineer-in-Charge</p>									
	a) M 20 (1:1.5:3) grade	CUM	1320							
	b) M 25 (1:1:2) grade Design Mix	CUM	0							



22	Reinforcement- Providing, straightening, cutting, bending, including wastage, hooking, bending, placing and binding in position as per drawings and detail of steel reinforcements (including cost of binding wire, placing of proper cover blocks of same mix grade, supports, chairs, overlapping, spaces etc. complete) for all work such as foundations, walls, floors, column, beam, slab etc for any height or depth from ground level as per directed Engineer-in-Charge.									
	HYSD steel bars reinforcements (conforming to IS-1786 grade fe 415).	Kg	80000							
23	Providing & fixing Centering and Shuttering of plywood and steel plates including, stagging shrutting, bracing, propping, scaffolding etc and removal of shutters & stagging for foundations, walls, sumps, tanks, RCC drains and all type of RCC structures like column, beams, slabs etc upto any depth or height as per directed Engineer-in-Charge.									
	With steel plates / plywood's	SQM	1700							
24	Supplying and filling Road Shoulder, Sub base, base with approved mooram / gravel brought from approved barrow pits form out side the owners premises including spreading leveling, compacting up to 98% minimum dry density by mechanical means, watering complete as directed Engineer-in-Charge.									
	For any Lead	CUM	5600							



25	RCC Pipes- Providing, laying including excavation of trenches and jointing of RCC pipes of various diameter (NP4) for culvert/road crossing. Jointing of pipe shall be done in cement mortar of 1:2 as specified in tender document complete in all respect as directed Engineer-in-Charge.									
	a) 900 mm	RMT	0							
	b) 600 mm	RMT	36							
	c) 300 mm	RMT	48							



26	Fencing- GI Barbed wire 12x14 gauge (200 mm c/c horizontal- 9 no's & 2 cross wires) fencing of locations at the distance 3.0 m C/C with 2.4 m (1.8m+0.4m+0.2m=2.4m) length angle with antiscaling (As per Sketch No - 01) including excavation of fence footings size- 400 x 400 x 500 mm and back filling the same, concreting with (1:3:6) concrete mix as per IS 456, including shuttering and concreting, providing, fabrication, and erection of fence poles of ISA angles size 50x50x6 mm additional extra angles 2 no's post of same sizes concreted in ground at a distance of 18m C/C as per drawing (Typ sketch-02) for the support. Cleaning of angle post with emery paper, one coat red oxide primer with three coats of standard quality paint (275 microns) in colour combinations of 2 parts orange & 1 part white and brand as directed by BPRL. The rate shall include providing, fabrication and application / fixing of all the materials complete in all respects as per drawing and as directed Engineer-in-Charge.	RMT	1060							
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27	<p>Supplying and fixing of MS Main Gate 6.0m wide (pannels 3m +3m each) as per Sketch including complete in all respect including locking arrangement, anti scaling spikes, excavation and concreting of posts as per sketch including Cleaning of angle post & gate with emery paper, one coat red oxide primer with three coats of standard quality paint (275 microns) brand as directed by BPRL. The rate shall include providing, fabrication and application / fixing at site of all the materials complete in all respects as per drawing (Typ sketch) and as directed Engineer-in-Charge.</p>	Each	2							
28	<p>Supplying, providing and fixing Emergency Gates of MS angel 50x50x6 mm and XPM wire mesh complete in all respect (As per sketch) including locking arrangement, anti scaling spikes, excavation and concreting of posts as per sketch including Cleaning of angle post & gate with emery paper, one coat red oxide primer with three coats of standard quality paint (275 microns) brand as directed by BPRL. The rate shall include providing, fabrication and application / fixing of all the materials complete at site in all respects as per drawing (Typ sketch) and as directed Engineer-in-Charge.</p>									
	Size 1.5 x 1.8 m	Each	2							



29	<p>Providing and fixing of heavy duty ISI Mark P.V.C. pipes for drainage for drain water pipes, domestic disposals from manholes to septic tanks and soak away including excavation and backfilling of same, all type of joints and fittings, jointing of pipes with suitable adhesives and jointer, bends, clamps, clips, jackets etc complete in all respects as per drawing and as directed Engineer-in-Charge.</p>									
	a) 3 inch PVC heavy duty pipe line	RMT	10							
	b) 4 inch PVC heavy duty pipe line	RMT	100							
	c) 6 inch dia heavy duty PVC pipes	RMT	12							
30	<p>Providing & placing RCC (M20: 1:1.5:3) precast slab 100 mm thick & 600 mm width for Septic tank & Soak well covering (Leak proof) with 10 mm Tor steel at 150 mm c/c b/w in single layer & 12 mm Tor steel lifting hook per slab including necessary jointing, pointing in cement mortar, plaster, finishing & arrangement for placing of manhole covers complete in all respect as per satisfaction of Engineer-in-Charge.</p>	SQM	50							
31	<p>Supplying, providing and fixing of per-cast RCC man hole covers of M 25 grade Pre-cast Cement Concrete of 100 mm thick with 50 x50mm welded mesh fixed with single layer of 8 mm dia steel at 100 mm c/c bothways with suitable lifting arrangements and outer resting sectional frame as per satisfaction of Engineer-in-charge.</p>									
	a) 600x600 mm size	NO	4							



	b) 900x900 mm size	NO	4						
32	Supplying & fixing of Spudding Pipe (MS) / False conductor 600-800 mm outside diameter X 6000 mm long x 5mm thick in position, including excavation (5-6m below cellar bottom with small Rig / bore well Rig) , fixing 4 no's brackets & grouting with 50-150mm thick 1:2:4 concrete all around. (Qty- 3.14x0.8x6.0x0.005x 785 = 591.500 KG) and 6m additional for Rig utilization	KG	1797						
33	Earth Work in Excavation for Waste pits, Mud Pits, Water Pits, Solar Pits & Coral Pits etc. in all type of soil up to a lead of 200 m and lift of 2.50 m including cleaning of vegetation/shrubs, back filling, dressing and levelling as per attached drawing for in any shape including stabilisation / compaction (up to 95% density) of side slopes & ramming of bottom of the pits including watering required for slope stabilisation & finishing, de-watering of accumulated water from any source and transporting & disposal of surplus earth complete in all respect as directed Engineer-in-Charge.								
	Depth upto 2.50 m	CUM	3700						



34	<p>HDPE PIT LINER- Supplying Providing & Installation of HDPE GEO MEMBRANE PITLINERS on levelled, sloped surface inside the drilling Waste Storage pit, Mud Pit, Solar Pit, Water Pit & Coral Pit including surface preparation as per drawing & excavation of trenches 600x600 mm for anchoring of liner and on the top of trench compacted, earthen bund to be made with yellow soil / mooram all around pit of size 450mm x 450mm. Welding of seems & testing of joints complete in all respect as directed by Engineer-in-Charge.</p>									
	1000 micron Thickness.	SQM	5000							
35	<p>Brick soaling single layer (4 inches thick) with class A quality brick with cement sand mortor of 1:4 ratio, filling of joints and pointing, watering/curing up to 10 days, rate shall includes supplying placing and fixing of the materials in position as per drawing or as directed by the BPRL. Before laying the brick layer base surface shall be hardened and shall be prepared in complete respect as directed Engineer-in-Charge.</p>	SQM	600							
36	<p>Toilet Block- Construction of one number Toilet Block with all the sanitary fittings of standard make & plumbing lines extended outside for hooking to the main lines as per the approved drawing & instruction of Engineer in Charge.</p>	NUMBER	2							



37	River Sand- Supplying, providing, laying of coarse river sand for filling in foundation & watering, consolidation with 8-10 T Vibro roller (up to 98% density) in layers more or less than 200mm thick from the all leads & approved river source as directed Engineer-in-Charge.	Cum	200							
38	Supply & Stacking of Sand Bags for operations /maintenance including supply of empty cement bags, labour charges etc and stacking at the location specified by the Engineer-in-Charge.	NUMBER	200							
39	Supplying, providing the Equipment & Machinery including tools & tackles, fuel, lube and certified operator, helper with HSE inducted and required PPE for miscellaneous works at site as per detail given below as directed by engineer-in-charge. Uses will be counted from time of arrival at site till the completion of job.									
	Escort / L &T / JCB -3D make Excavator Cum Back hoe or similar.									
	i) Per day 10 hrs basis	Per Day	7							
	ii) Extra per hr charges (After 10 hrs)	Per hr	8							
40	Jack Hammer/rock breaker with all the necessary cable, bits etc required for job.									
	i) Per day 10 hrs basis	Per Day	2							
	ii) Extra per hr charges (After 10 hrs)	Hrs	4							
41	Earth Compactor / vibro roller.									
	i) Per day 10 hrs basis	Day	4							
	ii) Extra per hr charges (After 10 hrs)	Hr	0							



42	Tractor with trolley (4 Cum capacity) or with scrapper (karali).									
	i) Per day (10 Hrs Basis)	Per day	5							
	ii) Extra Charges per hrs after 10 hrs	Per Hr	2							
43	Lump Sum mob demob charges for the small civil works at any sites within the contract area as per the details given. No mob demob will be paid if job value exceeds Rs 25,000/- value									
	Job value less than RS 25,000/-	Per site	4							
44	Breaking of civil structures up to elevation (plus or minus) 5 m transporting and disposing of debris at the safe place and obtained NOC/Permit certificate from land owner as per satisfaction of Engineer-in-charge.									
	a) RCC Structures	cum	10							
	b) PCC Structures	cum	4							
	c) Brick/stone masonry/ stone patty slabs	cum	10							
	d) Scrapping and removing of WBM/Jhikra layer.	cum	100							
45	3-phase Electrical Power Generator power rating > 30KVA (DG set) run by HSD & approved by CPCB for noise and emission level. For any distance with in the BPRL-CB-ONN-2010/8 (Part-A) Block									
	i) Per day 10 hrs basis	Day	2							
	ii) Extra per hr charges (After 10 hrs)	Hr	4							



46	Supply, providing, fabrication & erection of steel structures (chemical shed or any other structural work) as per drawing given for chemical shed or any miscellaneous work at site riveted, bolted or welded in built up sections, trusses & frame work, including, cutting, erection & fixing in position including emery paper cleaning, one coats of red oxide primer and three coats of good quality of paint (Nerolac, Berger or similar make) or as directed Engineer-in-Charge.	Kg	2500							
47	Supplying, providing, and fixing in position of GI Corrugated sheets ISI mark for roofing, wall & ridge in position including all fixings, J hooks, clamps, nuts 8mm diameter with bitumen/white lead and GI limpet washers up to any pitch in horizontal/vertical surface etc. complete, necessary supports, scaffoldings in any position etc complete in all respect of following thichkness. GI Sheets shall be ISI marked and brands like Tata Shakti or equivalent as directed Engineer-in-Charge									
	18 Guage	SQM	237.25							



48	<p>Providing a set of 4 no's M20 foundation bolts 1000 mm long (including 300 mm x 300mm x 10 mm in base plate, locking nuts, plain washers and 10mm the anchor plates of 75 mm square) and placing in position at the required level& firmly securing to the reinforcement before casting the pedestal foundation as advised by Engineer in Charge.</p>	Set	20							
49	<p>Dismantling and Re erection of Chemical Shed of size 12M X 8M X5M (steel structure with CGI sheet roofing made of built up structural members) above the foundation from one location and re-erecting at next location (over existing foundation) with any lead with in the project as advised by Engineer in Charge.</p>	Each Complete Operation	1							
50	<p>Supplying, providing and fixing LOCATION SIGN BOARD fully covered by High Intensity Grade Retro Reflective sheeting on 3mm thick aluminium composite panel of blue base, white letters fixed on angle frame 35 x35 x 5mm and 50 mm dia pipe (2+2 Nos) concrete grouted in ground 450mm x 450mm x 600mm. The clear ht. of bottom of board is min. 1200mm above ground level complete as directed by Engineer- in charge. The measurement shall be (1200mm Width X 750mm Height) of reflector (HIGRR) sheet fixed.</p>	SQM	4							



51	Supplying & providing labourers with necessary tools & tackles and safety gears like complete PPE on daily wages (12 Hrs Duty) basis for misc work at site. Fooding, Lodging & transportation shall be provided by the contractor.									
	a) Unskilled (With necessary tools & tackle)	Man days	30							
	b) Skilled (Mason, carpenters, bar benders etc. with necessary tools & tackle)	Man days	4							
Total Amount (in figures)										
Total Amount (in words)										

Note:

1. The quantities mentioned above in are indicative and for evaluation purposes only. The actual quantities may vary.
2. Each Set (Set-I and Set-II) of well locations/ Table-A1 and Table-A2 will be evaluated separately.
3. To facilitate evaluation and comparison, all bid prices expressed in currencies other than Indian Rupees shall be converted to Indian Rupees at bill collection selling market rate of relevant foreign exchange, declared by the State Bank of India on the date of opening of the Price Bids.
4. Prices quoted by bidder are all inclusive rates, sums and prices including without limitation all taxes chargeable, transport, profit and overheads, financing costs, logistics, insurance, supervision, safety, equipment and maintenance cost, fuel cost, lubricants etc. and all personnel costs (including without limitation salaries, rotation, insurance, welfare, quartering and feeding, training, etc.) unless otherwise specified in the Contract.
5. Indian bidders shall quote price in INR only while foreign bidders shall quote price either in USD or EURO only. Bidders must specify currency of Quote accordingly in the Price Bid.



ANNEXURE- B

DEVIATION SHEET

1. NIL DEVIATIONS

OR

2. DEVIATIONS AS GIVEN BELOW

S. No.	Chapter, Reference	Clause,	Description as in the Tender	Exception taken	Explanation/ Reason
Commercial					
1					
2					
Technical					
1					
2					

SIGNATURE OF BIDDER
NAME OF BIDDER
COMPANY SEAL



ANNEXURE- C

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroresources Ltd.

Dear Sirs,

M/s. _____ have taken tender for the work _____
CRFQ No./ PO No. _____
_____ for Bharat Petroresources Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of
Rs. _____

(Rupees _____) as earnest money/security deposit
in the form therein mentioned. The form of payment of earnest money/security deposit includes
guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat
Petroresources Ltd. in case of default.

The said _____ have approached us and at their
request _____ and _____ in consideration _____ of _____ the _____ premises
we _____ having our office at
_____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____
hereby undertake and agree with you that if default shall be made by M/s.
_____ in performing any of the terms and
conditions of the tender or in payment of any money payable to Bharat Petroresources Ltd.
We shall on demand pay to you in such matter as to you may direct the said amount of
Rupees _____ only or such portion thereof not exceeding
the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this guarantee
postpones for any time or from time to time the exercise of any of the powers and rights
conferred on you under the contract with the said _____ and to enforce or to for
bear from endorsing any power of rights or by reason of time being given to the said which
under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of



Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees _____ Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully

_____ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.



ANNEXURE- D

FORM OF CONTRACT

THIS CONTRACT made at Mumbai this _____ day of _____; BETWEEN BHARAT PETRORESOURCES LTD., a Government of Indian Undertaking registered in India under the Indian Companies Act 1956, having its registered office at Maker Tower 'E' Wing 9th Floor, Cuffe Parade, Mumbai-400005 (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 _____ under the laws of _____ having its registered office at _____ (hereinafter referred to/as collectively referred to as the "CONTRACTOR" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of _____ more specifically mentioned and described in the contract documents (hereinafter called the "Services" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said Services.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1 CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract Documents, namely:

- (a) This Agreement
- (b) 'Letter of Award' of Contract along with 'Schedule of Rates'
- (c) Tender Document and addenda issued thereon, if any

1.2 A copy each of the Tender Document and addenda issued thereon is annexed hereto and the said copies have been collectively marked as "Appendix 'A'" while a copy of the 'Letter of Award' of Contract along with annexures thereto is also annexed hereto and said copy has been marked as Appendix 'B'.

ARTICLE - 2 WORK TO BE PERFORMED

2.1 The CONTRACTOR shall perform the said Services upon the terms & 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 Documents upon the satisfactory completion of the Services and/or otherwise as may be specified in the Contract Documents.

ARTICLE - 4 JURISDICTION

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any 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 competent civil jurisdiction in this behalf at **Mumbai** (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other courts.

ARTICLE - 5 ENTIRE CONTRACT

5.1 The Contract Documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the Services are hereby cancelled.

ARTICLE - 6 NOTICES

6.1 Subject to any provisions of the Contract Documents to the contrary, 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 Acknowledgment Due Post 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 Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER 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 or to the CONTRACTOR's Representative as referred to in the Special Conditions of Contract forming part of the Contract Documents.



**ARTICLE-7
WAIVER**

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or 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-ASSIGNABILITY**

The Contract and benefits and obligations 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 executed this Contract in duplicate at the place, day and year first above written.

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of
BHARAT PETRO RESOURCES LTD.

For and on behalf of
(CONTRACTOR)

by.....
In the presence of:
(This day of _____ 2015)

by.....
In the presence of:

- 1.
- 2.

- 1.
- 2



ANNEXURE- E

**PROFORMA OF UNDERTAKING
(for Non- Liquidation)**

To,
Bharat Petroresources Ltd.
9th Floor, E Wing, Maker Tower,
Cuffe Parade, Mumbai-400005

Date:

Sub: Declaration for not being under liquidation, court receivership or similar proceedings

We herewith declare that we are not under liquidation, court receivership or similar proceedings.

For
(Sign and Stamp)



ANNEXURE- F

**PROFORMA OF UNDERTAKING
(for Non - Blacklisting)**

To,
Bharat Petroresources Ltd.
9th Floor, E Wing, Maker Tower,
Cuffe Parade, Mumbai-400005

Date:

Sub: Declaration for not being blacklisted

We herewith declare that we are not blacklisted by any Indian PSU / Any Indian Government Department or organization.

At a later date, if it is found by BPRL that we have submitted false declaration, our offer will be liable to be rejected.

For

(Sign and Stamp)

(End of Part 7)