

## SCOPE OF WORK

### **1 THE SCOPE OF WORK COVERED UNDER THIS CONTRACT FOR “OPERATION OF FIRE FIGHTING SYSTEM ON ROUND THE CLOCK BASIS” INCLUDES, BUT NOT LIMITED TO, FOLLOWING ACTIVITIES:**

#### **1.1 Operation of fire tender**

- Routine operation and road run of fire tender in every shift.
- Daily checking of fire vehicle’s equipments before routine rounds and maintaining records of the same.
- Operation of fire tender during any fire fighting/ emergency situation inside the terminal or to nearby external plants if required as desired by Engineer-in-charge.
- Operation of fire tender during mock drills.
- Daily cleaning/ maintenance of fire vehicle like checking of oil level, fuel level, coolant level, tyre pressure, lights etc.
- Daily cleaning and checking of its fire equipments like N2 cylinder pressure, DCP quantity, Foam level, water level etc.
- Maintaining fire tender log book in every shift.
- Regular participation in Squad drill & Fire drill.
- Operating fire pump of the fire tender during fire fighting and mock drills.

#### **1.2 Operation of fire fighting system including spray system, curtain system, foam generators and Inergen system.**

- Operation & maintenance of fire water system, portable foam system, DCP System Clean agent system, portable & wheeled mounted fire extinguisher, Mobile fire fighting equipments / tenders etc.
- Operation of fire hydrants, CO<sub>2</sub> Extinguishers, DCP Extinguishers, portable foam extinguisher during fire fighting/ emergencies.
- Operation of fire hydrants, CO<sub>2</sub> Extinguishers, DCP Extinguishers, portable foam extinguisher during mock drills.
- Arranging fire hoses, portable DCP Extinguishers and making them ready during various hot jobs undertaken in the plant as desired by Engineer-in-charge / Shift in-charge.
- Routine cleaning, checking and maintenance of various fire hydrants, CO<sub>2</sub> Extinguishers, DCP Extinguishers and Foam generators installed in the plant to ensure their sound condition.
- To keep records of all fire fighting equipments like their condition, inspection date, date of chemical replacement etc.
- To provide support in fire fighting training programs.
- Schedule operation and inspection of various spray and curtain systems installed in the terminal.

- Cleaning of the spray nozzles installed in the system.
- Routine operation/ inspection of deluge valves.
- Schedule operation and inspection of foam generation systems of drain drums.
- Ensuring level in the foam tanks of foam generators.
- Emptying out foam solution from drain drum pit and cleaning of related systems after testing.
- Assistance during simulation of FGS detectors.
- Schedule inspection & simulation of inergen system at MCR & GTG control room.
- Schedule inspection & simulation of CO<sub>2</sub> Flooding system at GTG.

### **1.3 Operation of fire water pumps and fire water reservoir**

- Continuous operation of jockey fire water pumps to maintain fire hydrant pressure.
- Operation of other fire water pumps required during fire fighting, mock drills, training etc.
- Weekly operation of fire water engines.
- Monitoring and ensuring process parameters of fire water pumps and maintaining oil levels in pump bearings.
- Monitoring running condition of drive engines and ensuring oil level, fuel level, coolant level, battery condition etc.
- Monitoring running condition of the motors and ensuring proper greasing of its bearings.
- General cleaning of the equipment in fire water pump house and diesel day tank area.
- Housekeeping of Fire Water Pump House
- Checking and maintaining diesel level in fire engine diesel tanks.
- Checking and maintaining diesel level in diesel day tank.
- Operation of diesel pumps for shifting diesel from day tank into fire engine diesel tanks. Ensuring oil level in bearings of diesel pumps.
- Maintaining fire water level in fire water reservoir of 15000 M<sup>3</sup> and fire water tanks by makeup of water as per instructions of Shift In-Charge.

## **2 DEPLOYMENT OF REQUISITE MANPOWER**

- 2.1 Contractor has to deploy requisite manpower for smooth execution of all the above mentioned activities on round the clock basis.
- 2.2 It is envisaged that following categories of manpower shall be required per shift on a minimum basis. However, if contractor feels that this indicative numbers are not sufficient, he may give his estimated manpower deployment and quote accordingly.
  - 2.2.1 Fire Tender operator – 4 Nos. of fire tender operators working in shift
  - 2.2.2 Firemen – 25 Nos. of fire men working in shift
- 2.3 The contractor has to quote lump sum amount per month for providing the services covered under contract. Payment shall be made on lump sum basis only.

- 2.4 The qualification and experience of the personnel to be deployed in different categories is as under:

SL. No.	Description	Minimum Qualification	Experience
1	<b>Fire Tender Operator</b>	High School, Heavy Motor Vehicle License	1. Operation and maintenance of Heavy Fire Vehicle and its auxiliaries for a minimum of two years. 2. 2-3 years of fire fighting experience in Hydrocarbon/ Fertilizer/ Chemical industry
2	<b>Fire men</b>	High School Light Motor Vehicle License	1. 2-3 years of fire fighting experience in Hydrocarbon/ Fertilizer/ Chemical industry
<b>NOTE:</b> All the persons deployed should have undergone minimum six months training in Fireman course approved by <b>state/ central government</b> like National Fire Academy.			

- 2.5 All the persons deployed shall not be older than 40 years.
- 2.6 On 26<sup>th</sup> Jan, 15<sup>th</sup> Aug and 02<sup>nd</sup> Oct (National Holidays) compulsory over time for fire fighters should be provided. Working on festival holidays should be regulated as per prevailing government rules.
- 2.7 Medical Check-up should be carried out half yearly for all fire fighters.
- 2.8 Contractor should maintain all documents and records properly as per Govt. rules and regulation.
- 2.11 Accommodation for fire fighters should be arranged near the terminal by the contractor. Local transport will also be managed by the contractor.
- 2.12 Contractor should provide the following PPE to all fire fighters:

S.No.	Name of PPE'S	Quantity	Schedule
1	Cotton Overall (Dangari)	02 Nos.	Yearly
2	Safety Shoes (Warrior)	01 Pair	Yearly
3	Safety Halmet (Whiteish yellow)	01 No	Yearly
4	Name plate with designation	01 No	Yearly
5	Badges and Logo	01 Pair	Yearly
6	Black Leather Belt	01 No	Yearly
7	Winter Jacket with Logo (Standard Quality)	01 No	One in two Year
8	Rain Coat (Duck-back)	01 No	One in two Year
9	Liner with whistle	01 No	Half Yearly

## GENERAL CONTRACT CONDITIONS

- 1 DEFINITIONS:**  
Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.
- 1.1 **CONTRACT**  
Shall mean a written CONTRACT signed between PLL and the CONTRACTOR including subsequent amendments to the CONTRACT in writing thereto.
- 1.2 **PLL:**  
Shall mean Petronet LNG Limited, India and shall include its legal representatives, successors and permitted assignees.
- 1.3 **ENGINEER-IN-CHARGE**  
Shall mean authorized representative of PLL for execution of this contract and as mentioned in the LOA / Contract.
- 1.4 **SITE**  
Shall mean the place in which the operations/services are to be carried out or places approved by the PLL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.
- 1.5 **CONTRACTOR:**  
Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by PLL and shall include its authorised representatives, successors and permitted assignees.
- 1.6 **SUB-CONTRACT:**  
Shall mean order/CONTRACT placed by the CONTRACTOR for any portion of the CONTRACT or work sub-letted with necessary written consent of PLL on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.
- 1.7 **SUB-CONTRACTOR:**  
Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sub-letted by the CONTRACTOR after necessary consent of PLL.
- 1.8 **CONTRACTOR'S REPRESENTATIVE**  
Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the PLL as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.
- 1.9 **CONTRACT PRICE**  
Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by PLL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on PLL for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by PLL.
- 1.10 **EQUIPMENT/MATERIALS/GOODS:**  
Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the PLL for/under the CONTRACT and amendments thereto.
- 1.11 **WORKS / OPERATIONS:**  
Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.
- 1.12 **GUARANTEE:**  
Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.
- 1.13 **INSPECTORS:**  
Shall mean any person or outside Agency nominated by PLL to inspect equipment, materials and services, if any, in the CONTRACT stage-wise as well as final as per the terms of the CONTRACT.
- 1.14 **TESTS:**  
Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT considered necessary by PLL or their representative in CONTRACT to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.
- 1.15 **FACILITY:**  
Shall mean all property of the PLL owned or hired by PLL.
- 1.16 **THIRD PARTY**  
Shall mean any group, PLL, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.
- 1.17 **APPROVAL:**  
Shall mean and include the written consent duly signed by PLL or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT
- 2 CONTRACT DOCUMENT:**
- 2.1 **MODIFICATION IN CONTRACT:**  
All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by PLL by issuing amendment to the CONTRACT. PLL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.
- 2.2 **ASSIGNMENT:**  
The CONTRACTOR shall not, save with the previous consent in writing of the PLL, sublet / SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

- 2.3 **WAIVERS:**  
It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3 REMUNERATION AND TERMS OF PAYMENT**
- 3.1 No advance payment and mobilization / demobilization charges at any stage and at any time will be made to the contractor.
- 3.2 PLL shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (Annexure-I), as per the price Schedule at Annexure-IV. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.
- 3.3 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the Engineer-in-charge.
- 3.4 Invoices with original supporting documents duly countersigned by the PLL's representative / engineer wherever applicable will be submitted monthly by the CONTRACTOR to Engineer-in-charge and payment shall be made within 30 days from the date of receipt of invoice at the above office.
- 3.5 In the event of any dispute in a portion or whole of any invoice, the PLL shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.
- 4 TAXES & DUTIES, FEES AND ACCOUNTING:**
- 4.1 **TAXES:-**  
CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the PLL for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 4.2 **PERSONNEL TAXES:-**  
The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT.
- 4.3 **CORPORATE TAXES:-**  
The CONTRACTOR shall bear all Corporate Taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the PLL for the work done under this CONTRACT.
- 4.4 If it is so required by the applicable laws in force at the time of payment, the PLL shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.
- 4.5 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the PLL shall not take any responsibility whether financial or otherwise.
- 5 PERFORMANCE:-**  
The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the PLL and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 10 days upon the receipt of written notice from the PLL to improve their performance failing which the PLL may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.
- 6 DISCIPLINE:-**  
CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the PLL governing the operations. PLL shall be entitled to supervise the services provided by the contractor and any time should PLL feel that the conduct of any of CONTRACTOR / SUB-CONTRACTOR's employees is detrimental to PLL's interest, the PLL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 working days to replace the person by competent qualified person at CONTRACTOR's cost.
- 7 SAFETY AND LABOUR LAWS:-**  
CONTRACTOR shall comply with the provision of all laws including Labor Laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by PLL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.  
CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted within the terminal premises, and welding jobs will be carried out with full safety precautions. PLL's employee also shall comply with safety procedures / policy. The CONTRACTOR shall obtain license, if any, required under the Local or Central laws for providing services under this contract.  
The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.  
The CONTRACTOR shall make it clear to its workmen that the latter are the employees of contractor and that they shall have no claim against PLL and PLL shall not be liable to wages, salary compensation and any statutory benefits due to the workmen under Labour Laws and other legislations.
- 8 WORKMEN'S COMPENSATION LIABILITY**  
The contractor, his heirs, executors and administrators (and in case of a limited company, its successors and assigns) shall hold the PLL harmless and indemnified from and against all claims, costs and charge for which PLL shall be liable under the Workmen's Compensation Act, and any enactment for the time being in force in that behalf and any amendments thereof and the expenses to which it shall be put there under, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor, sub-contractors, if any, and / or permitted assigns arising out of or occasioned during the currency of this agreement, through the acts, or omissions whether due to negligence or otherwise of the contractor, sub contractor(s), permitted assigns and also in respect of the personal injuries (as understood under the said Act) to the servants and employees of PLL arising out of or occasioned through the acts and omissions whether due to negligence or otherwise of the contractor, sub

contractor(s), permitted assigns and / or his servants and employees in carrying out any of the provisions of this agreement. The contractor shall further indemnify the PLL against such claims from third parties in respect of injuries arising out of or occasioned through the acts and omissions whether due to negligence or otherwise of the contractor, sub contractor(s), permitted assigns and / or his servants and employees in carrying out any of the provisions of this agreement.

**9 LIABILITY UNDER EMPLOYEES STATE INSURANCE ACT**

Whenever the PLL is required to pay contributions in respect of the workmen or employees engaged or employed by or through contractor, his subcontractor or permitted assigns, under the Employees State Insurance Act and the Rules and Regulations made there under either as the Principal Employer or otherwise howsoever, PLL shall be entitled recover from the contractor such contributions which the PLL may pay. The contractor will discharge his responsibilities under the Employees State Insurance Act, 1948 as immediate employees engaged or employed by him for the execution of the work or as the next immediate employer in case he has sublet or assigned the Agreement or the instructions as provided hereinabove. The contractor acknowledges the rights of PLL 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) or by his sub contractor or permitted assigns, as well as the employee's contributions, if any either by deduction from any amount payable to him by the PLL under any contractor or as a debt payable by him to PLL.

**10 STATUTORY REQUIREMENTS**

The contractor shall conform to the provisions of acts of Parliament or State legislatures and to any bye laws, rules, orders or notifications of any government, municipal or local authority being in force at the time and affecting the work undertaken by him and will give all necessary notice to and obtain requisite sanctions and permits of and from the Municipal and any other authority in respect of the said work and of the materials to be used there at and generally will comply with building and other regulations of such authorities and will keep the PLL indemnified against all claims, penalties and losses that may be incurred by reason of any breach by the contractor of any statutes bye-laws, rules, regulations, notifications, etc.

The contractor undertakes to ensure due and complete compliance with all laws, regulations, rules, etc. whether of the Central Government or State Government or any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the contractor whether in connection with the work at the site or otherwise. PLL shall have the right to inspect the records maintained by the contractor and shall whenever required by the PLL produce such records as the PLL may call upon the contractor to produce for the PLL's inspection in order to ascertain whether or not the requirements of all such laws, regulations, rules, etc. have been complied with by the contractor. In the event of any contravention of such laws, rules, regulations, etc. coming to light whether as a result of such inspection or otherwise to effect such compliance within such time as PLL may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the PLL then PLL shall without prejudice to his rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules to make payment thereof to the workmen. PLL shall also have in the event the right to terminate the contract with immediate effect and to exercise powers reserved to PLL under the contract as a result of termination.

**11 ISSUE OF PHOTO GATE PASSES**

For entry to Site photo passes will be issued by PLL security department for which necessary formalities as required by security department are to be complied with. For Police verification certificate all the charges will be born by the contractor. The successful contractor who has been awarded the job shall apply in the prescribed Proforma for issue of photo gate pass of their workers and site supervisors well in advance before actual start of work at Site.

**12 RETURN OF PHOTO GATE PASSES**

12.1 All the photo gate passes issued to the contractor's workers /site supervisors have to be surrendered essentially after completion of the work. Against the loss of any of the photo gate passes issued to the contractor shall invite penalty as mentioned below or as decided by PLL from time to time:

12.2 Whenever any photo gate pass is lost, the contractor or the contractor's employees concerned should lodge a police complaint immediately stating actual facts in the complaint.

- a. In case of first loss of photo gate pass, a penalty of Rs. 250/- (rupees two hundred fifty only) will be imposed for each lost/damaged pass and duplicate pass will be issued, if needed.
- b. In case of second loss of photo gate pass, a penalty of Rs. 500/- (rupees five hundred only) will be imposed and triplicate pass will be issued, if needed.
- c. In case of loss of photo gate pass third time, a penalty of Rs. 600/- (rupees six hundred only) will be imposed and contractor's employee concerned will be black listed from PLL and no further passes will be issued to the contractor for the concerned individual.
- d. If the contractor withdraw any of their employees deployed at the Site during the execution of the job, it is advised to surrender the photo gate pass immediately to Security Section and submit the proof of cancellation of the said photo gate pass to Engineer-in-charge. Any outstanding photo gate pass against the contractor will lead to non clearance of their final bill after completion the work.

**13 SECRECY:-**

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by PLL, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the operation / work and not required by the PLL. The obligation is continuing one and shall survive after the completion / termination of this agreement.

**14 INSURANCE:-**

CONTRACTOR shall, at his own expense, arrange comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. The PLL shall have no liability in this regard whatsoever.

- 15 INDEMNITY AGREEMENT:**
- 15.1 INDEMNITY BY CONTRACTOR:  
 CONTRACTOR shall indemnify and keep indemnified PLL, its contractors (other than the CONTRACTOR) and/or sub-contractors and its/their employees from all actions, proceedings suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith including but not limited to :
- a) personal injury, illness or death of :
    - i) any of Contractor's or subcontractor's personnel (even if caused by or contributed to by the negligence or fault of Contractor); and
    - ii) subject to clause 15.2(a)(i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel and
      - b) loss or damage to :
        - i) any property owned, hired or supplied by Contractor or Contractor's personnel or subcontractors or subcontractor's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of PLL); or
        - ii) subject to clause 15.2(b)(i) any other property to the extent the loss or damage is caused by the negligence or fault of the Contractor or Contractor's personnel or subcontractors or subcontractor's personnel.
- 15.2 INDEMNITY BY PLL:  
 PLL shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. Subcontractors of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :
- a) personal injury, illness or death of
    - i) any employee of the PLL (even if caused by or contributed to by the negligence or fault of Contractor);
    - ii) subject to clause 15.1(a)(i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of PLL ; and
      - b) any loss or damage to :
        - i) any property owned, hired or supplied by PLL (even if caused by or contributed to by the negligence or fault of Contractor); except to the extent that such property is in the care or custody of Contractor in connection with the work under the Contract.
        - ii) Subject to clause 15.1(b)(i) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of PLL.
- 16 TERMINATION**
- 16.1 Termination on expiry of the CONTRACT  
 This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the PLL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.
- 16.2 Termination on account of force Majeure  
 Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 0 below.
- 16.3 Termination on account of insolvency  
 In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the PLL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.
- 16.4 Termination for unsatisfactory performance  
 If the PLL considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the PLL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The PLL shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the PLL.
- 16.5 Termination for delay in mobilization  
 Successful bidder shall be required to mobilize complete crew for commencement of services at the site within the mobilization period from the date of Fax order / LOI / NOA. If the CONTRACTOR (successful bidder) fails to mobilize as above, the CONTRACT shall automatically stand terminated unless PLL has extended the mobilization period with levy of Liquidated Damages, as mentioned in the Special Conditions of Contract.
- 16.6 Consequences of termination  
 In all cases of termination herein set forth, the obligation of the PLL to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.  
 In case of termination of CONTRACT herein set forth except under 16.1 and 16.2, the CONTRACTOR shall be put on holiday [i.e. neither any enquiry will be issued to the party by PLL against any type of tender nor their offer will be considered by PLL against any ongoing tender(s) where contract between PLL and that particular CONTRACTOR (as a bidder) has not been finalized] for two years from the date of termination by PLL to such CONTRACTOR.
- 17 FORCE MAJEURE:**  
 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.  
 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely PLL and the CONTRACTOR.  
 Upon the occurrence of 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, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, PLL shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.  
 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

**18 JURISDICTION AND APPLICABLE LAW:-**

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (the place where the CONTRACT is signed in India).

**19 ARBITRATION:**

Except as otherwise provided elsewhere in the CONTRACT if any dispute, difference, question or disagreement arises between the parties hereto or the respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the CONTRACT or breach thereof the same shall be referred to Arbitration of Sole Arbitrator appointed by the Director of PLL.

It is also agreed that there will be no objection for appointment of an employee of PLL as Sole Arbitrator who also holds shares of PLL.

Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Director of PLL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

It is a term of the CONTRACT that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the CONTRACT that neither party to the CONTRACT shall be entitled for any ante-lite (pre-reference) or pendente-lite interest on the amount of the award.

The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be the place from where the purchase order / CONTRACT has been placed / made.

It is a term of the CONTRACT that the cost of the arbitration will be borne by the parties in equal shares.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.



## SPECIAL TERMS & CONDITIONS

### 1 SCOPE OF SERVICES

- 1.1 Contractor has to provide the "Operation of Fire Services" as detailed out in Annexure – I on round the clock basis throughout the year i.e. 365 days.

### 2 CONTRACTOR CAPABILITY:

Contractor should have at least five years of experience in providing similar kind of services preferably in oil and gas installations, fertilizer companies, large chemical industries or any MHA units.

### 3 MOBILIZATION PERIOD:

Mobilization period of 10 days from the date of issue of the Letter of Award of Contract shall be given to the contractor for complete mobilization at site.

### 4 LIQUIDATED DAMAGES / PENALTY

- 4.1 If the contractor fails to mobilize the resources fully within the mobilization period as mentioned above, liquidated damages / penalty shall be imposed at the rate of 0.5% of contract value per week or part thereof delay subject to a maximum of 10% of contract value.
- 4.2 If the contractor fails to provide the required services during any shift, liquidated damages / penalty shall be imposed which will be 100% of the amount which would have been payable to the contractor for the said period, in addition to deduction of normal payment.
- 3.3 The contractor acknowledges that the works as per the contract is to be carried out in the premises of PLL, a SEZ area (Special Economic Zone) and assures PLL that the work undertaken shall be an 'Essential Service' which cannot be disrupted for any reason whatsoever. The contractor shall ensure that the work is not disrupted due to any reason whatsoever including strike, organised movements, mass leave, or any other conduct by his employees which is likely to result in cessation or substantial retardation of work or the smooth conduct of business of PLL. The contractor shall ensure that there is no organised movement by his employees/staff/workers/labourers employed by him for execution of work of PLL which would have effect of or threat or raise a possibility of disruption of the work in the premises of PLL. The contractor understands that no organised movement by any of the employees of the contractor shall be permitted in or within the premises of PLL and shall ensure that there is no breach of the same. The contractor specifically undertakes that if there is any organised movement including strike, acts of protest, go-slow tactics, refusal to work of any nature whatsoever by the employees/staff/workers/labourers of the contractor, which would or is likely to adversely affect the smooth conduct of business of PLL, the same shall be valid ground, but not limited to, for termination of the contract by PLL. Without prejudice to the right of PLL to terminate the contract, the contractor shall be liable to pay PLL liquidated

damages at the rate of Rs. 5000 per day for everyday or part thereof when the smooth functioning and conduct of business of PLL is disrupted due to any organised activity by the employees/staff/workers/labourers of the contractor. Contractor acknowledges that the liquidated damages so fixed are reasonable and proper damages suffered by PLL by the acts of his employees.

## **5 CONTRACTOR'S PERSONNEL**

- 5.1 Contractor shall nominate **one nodal person at site**, available in general shift, for all communication and coordination with Engineer-in-Charge. This nodal person shall have 24 hours communication facility / mobile phone. If required by Engineer-in-charge, the nodal person should be available on holidays also.
- 5.2 For providing the services under this contract the contractor's personnel should follow 8 hours shift duty pattern.
- 5.3 The contractor shall allow weekly rest and daily working hours to his workers as per provisions of factory act. However, no work shall be left incomplete / unattended on any holiday / weekly rest.
- 5.4 Contractor shall provide medical fitness certificate of employees from a registered medical practitioner at the time of deployment. Thereafter every 6 months the contractor shall submit medical fitness certificate.
- 5.5 The contractor shall deploy personnel with no past criminal record. Necessary police verification certificate shall be submitted within 1 month of deployment.
- 5.6 The contractor shall provide at least 2 pairs of uniforms (Fire Resistance brattice cloth as per IS: 4355, 1977) with the company logo at back, one pair of fireman leather boots as per IS: 4128, 1980) and one non metallic fireman's helmet (as per IS: 2745, 1983) to each of contractor's employee on duty. The contractor shall ensure that all his employees wear uniform, safety shoes and helmet while on duty. A penalty @ Rs. 50.00 per day per person for non-wearing any of PPE shall be imposed on the contractor.
- 5.7 All existing and amended (if any) safety / fire rules of PLL shall be followed by the contractor and his personnel within the premises of Terminal.
- 5.8 Instructions of Engineer-in-Charge are to be followed by the contractor. The contractor shall cooperate and coordinate with Shift In-charge for round the clock duties.
- 5.9 In case of emergency, Instructions of Shift In-charge are to be complied with.

## **6 MONTHLY BILLS**

- 6.1 The contractor shall ensure and certify the following before submission of monthly bills to Engineer-in-Charge and attach the relevant document:

- 6.1.1 Copy of Provident Fund Challan as a proof that EPF contribution in respect of his employees at site on individual employee basis (upto the previous bill) has been deposited with the Provident Fund Authorities. Original Challan to be shown to the Engineer-in-Charge.
- 6.1.2 Certificate that payment of wages to each worker deployed by him for this job has been made on \_\_\_\_\_ (date upto or before 7<sup>th</sup> of every month), in the presence of nominated representative of Principal Employer / Engineer-in-charge.
- 6.2 The contractor shall ensure submission of monthly bills latest by 10<sup>th</sup> of every month.

**6 ENVIRONMENTAL PROTECTION REQUIREMENTS**

**6.1 GENERAL**

- The Contractor shall conform to the Indian Environmental Laws and codes as applicable.
- The points listed herein regarding Environmental Protection shall apply to and be binding upon the Contractor for any works on the site and the persons employed by Contractors. The Contractor shall ensure that proper and adequate provisions to this end are included in all works by him.

**6.2 AVOIDANCE OF NUISANCE**

- The Contractor shall take all precautions to avoid any nuisance arising from his operations. This shall be accomplished, wherever possible by suppression of nuisance at source rather than abatement of the nuisance once generated.
- The Contractor shall ensure that the work place is free of trash, garbage, debris and weeds. He shall provide and ensure proper uses of refuse containers to ensure that rodents, flee and other pests are not harbored and attracted.
- To keep the area free of litter and garbage, specific locations are designated for consuming food and snacks to prevent random disposal of waste. All waste shall be deposited in the identified containers.
- Carrying gutkha and other pan masala etc. is strictly prohibited at site and found usage of the same shall be punishable.

**ANNEXURE-IV**

**PRICE SCHEDULE**

Sr. No.	Item No. of Scope of Work as per Annexure I	Lump sum charges per month (in Rs.)	
		In Figures	In Words
1.	Operation of fire tender (4 nos. of Fire tender operators working in shift )		
2.	Operation of Fire Fighting Systems including spray system, curtain		

	system, foam generators and Inergen system (25 nos. of Firemen working in shift )		
	<b>Grand Total (Service Tax not applicable being located in SEZ area)</b>		

**NOTE:**

1. Lump sum charges per month shall be **inclusive of all taxes, duties, accommodation & transportation of Personnel, and any other expenditure to provide services under this contractor.**
2. The payment shall be made as per Monthly Lump sum charges subject to deductions, if any.
3. The vendor shall provide pre-printed invoice in triplicate.
4. The vendor shall submit proof of payment to fireman along with monthly bills.
5. Services Tax not applicable as terminal is located in SEZ area.

**ANNEXURE-V**

**INSTRUCTIONS TO BIDDERS**

**TRANSFER OF BIDDING DOCUMENT:-  
THE BIDDING DOCUMENT IS NOT TRANSFERABLE.**

**TWO BID SYSTEM** – Techno-commercial & Price Bids shall be enclosed separately (Refer instruction 10)

**1 COST OF BIDDING**

- 1.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the PLL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.
- 1.3 The bidder should satisfy himself with the prevailing site conditions. He shall be deemed to have apprised himself of all the ground conditions at site including weather condition.

**2 LANGUAGE AND SIGNING OF BID**

- 2.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the PLL shall be written English language.
- 2.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 4 of Annexure-B. The prescribed proforma at Appendices of Annexure B, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".
- 2.3 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.
- 2.4 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 2.5 The Bidder shall sign its bid on each page confirming that it is fully understood and agreed, with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed by an authorized signatory and sealed.
- 2.6 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be

annexed to the bid. PLL may reject outright any bid not supported by adequate proof of the signatory's authority.

- 2.7 The Bidder shall give a certificate in its offer, that the terms and conditions (Annexure I and II), as laid down in this bidding document are acceptable to it in toto.
- 2.8 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 2.9 The complete bid including the prices must be written by the bidders in indelible ink. Bids and or prices written in pencil will be rejected.

**3 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

- 3.1 PLL has to finalize its purchase within a limited time schedule. Therefore, PLL will not seek any clarifications in respect of incomplete offers.
- 3.2 Prospective bidders are advised to ensure that their bids are complete in all respects and conform to PLL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with PLL's requirement will be rejected without seeking any clarification.

**4 PRICE SCHEDULE**

The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the services to be provided in separate sealed envelope. The price shall be inclusive of all applicable taxes & duties.

**5 BID PRICES**

- 5.1 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.
- 5.2 Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, PLL shall avail such discount at the time of award of contract.

**6 INCOME TAX LIABILITY**

The bidder will have to bear all Income Tax liability both corporate and personal tax.

**7 PERIOD OF VALIDITY OF BIDS**

- 7.1 The Bid shall be valid for acceptance for the period of **90 days** from the date of opening and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.
- 7.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PLL may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

**8 TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS WILL NOT BE CONSIDERED.**

**9 BID SECURITY**

- 9.1 The Bidders must enclose their bid security with techno-commercial bid. The amount for bid security has been indicated in the "Invitation for Bid".
- 9.2 The Bid Security shall be acceptable in any of the following forms:
  - a. Bank Draft in favor of Petronet LNG Limited payable at Kochi, valid for 180 days from its date of issue.
  - b. Bank Guarantee in the prescribed format as per Appendix 3 of Annexure-B.
  - c. The bank guarantee by domestic bidders will have to be given from the Nationalized / Scheduled banks, on non-judicial stamp paper as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper should be in the name of the issuing bank.
- 9.3 PLL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 9.4 Offers without Bid Security will be ignored.
- 9.5 The Bid Security shall be forfeited by PLL in the following events:
  - a. If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
  - b. If Bid is varied or modified in a manner not acceptable to PLL during the validity period or any extension of the validity duly agreed by the Bidder.
  - c. If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit / Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- 9.6 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit / Performance Bond (Performance Security).

**10 SEALING AND MARKING OF BIDS**

- 10.1 The bids are to be submitted in triple sealed covers as under:
- 10.1.1 The first inner sealed cover will contain Techno-Commercial bids having all details but with price column blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid. This cover will clearly be super scribed with "Techno- Commercial bid" along with tender number and item description.
- 10.1.2 The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number.
- 10.1.3 These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office.
- 10.2 The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.
- 10.3 Price bids, which remain unopened with PLL, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).
- 10.4 PLL will not be responsible for the loss of tender form or for the delay in postal transit.

**11 DEADLINE FOR SUBMISSION OF BIDS**

The Bid must be received by the PLL at the address specified in Invitation for Bids not later than 1430 Hrs (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 1430 Hrs. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

**12 LATE BIDS**

- 12.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.
- 12.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

**13 MODIFICATION AND WITHDRAWAL OF BIDS**

- 13.1 No bid may be modified after the dead line for submission of bids.

**14 OPENING OF BIDS**

- 14.1 The bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date.

- 14.2 In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.
- 15 UNSOLICITED POST TENDER MODIFICATIONS:**  
Unsolicited post-tender modification will lead to straight away rejection of the offer.
- 16 PLL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**  
PLL reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for PLL's action. The PLL also reserves to itself the right to accept any bid in part or split the order between two or more bidders.
- 17 NOTIFICATION OF AWARD (NOA)**  
17.1 Prior to the expiration of the period of bid validity, the PLL will notify the successful bidder in writing that its bid has been accepted.  
17.2 The notification of award will constitute the formation of the contract.
- 18 SIGNING OF CONTRACT**  
The successful bidder is required to sign a formal detailed contract with PLL within a maximum period of 30 days of date of Fax order / LOI / NOA as per detailed format at Annexure - II. Until the contract is signed, the Fax order/ LOI /NOA shall remain binding amongst the two parties.
- 19 PERFORMANCE SECURITY**  
19.1 Within 15 (fifteen) days of the receipt of notification of award from the PLL, the successful Bidder shall furnish the Performance Security of **10 % of the annual contract value** in accordance with the conditions of the contract, in the Performance Security Form provided at Appendix-I of the bidding documents, or another form acceptable to the PLL.  
19.2 In case the work is delayed beyond the Scheduled Completion date, due to any reason (whether liable to Contractor or not) Contractor shall arrange for an extension of the Performance Bank Guarantee by the delayed period, or, if Contractor fails to extend the Performance Bank Guarantee, PLL shall be entitled to receive the un-drawn amount there under pending Provisional Acceptance, provided that the amount so received shall be treated as a cash retention and to the extent there are no outstanding claims thereto, shall be released upon the submission of a new bank guarantee acceptable to Owner.  
19.2 PLL shall have an unqualified option under the Performance Bank Guarantee to draw on the guarantee and claim the amount there under in the event of Contractor's failure to honour any of its obligations, responsibilities or commitments under this Contract and/or in respect of any amount due from Contractor to Owner.  
19.3 During the period of performance guarantee, as described above, Contractor shall be responsible for any rectification and/or repairs, as may be required, from time to time, for keeping the work in sound condition.
- 20 CORRESPONDENCE**  
20.1 All correspondence from Bidders/ contractor shall be made to the office of the Purchase Authority from where this tender has emanated.  
20.2 All correspondence shall bear reference to bid number.

**APPENDIX-I**

**Performance Bank Guarantee**

Ref. No..... Bank Guarantee No.....  
Dated .....

To,  
Petronet LNG Limited

Dear Sirs,

1. Whereas Petronet LNG Limited, having its registered office at World Trade Centre, 1st Floor, Babar Road, Barakhama Lane, New Delhi - 110 001, India and one of its work center at Survey No. 347, Puthuvypu (P.O), Kochi-682 508, District-Ernakulam, Kerala (hereinafter called 'PLL' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter

called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) \_\_\_\_\_ (Indian Rupees / (in words) \_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by PLL which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by PLL, the amount of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without PLL having to substantiate the demand. Any such demand made by PLL shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.
5. This guarantee shall be irrevocable and shall remain in force upto \_\_\_\_\_ which includes sixty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees/ (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of PLL under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of PLL under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... at .....

WITNESS NO. 1

-----

(Signature)

Full name and official address  
(in legible letters)

-----

(Signature)

Full name, designation and  
official address (in legible letters)  
with Bank stamp.

Attorney as per Power of

Attorney No.....

Dated .....

WITNESS NO. 2

\_\_\_\_\_

(Signature)

Full name and official address  
(in legible letters)