

TENDER NO: «GGPL/KKD/C&P/2561/2019-20/05»



A Joint Venture of Andhra Pradesh Gas Distribution Corporation Ltd. and Hindustan Petroleum Corporation Ltd

LIMITED DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT

FOR

**Hiring of Contract for Electrical Works at DBSs of GGPL
in East & West Godavari Districts**

(TENDER NO: GGPL/KKD/C&P/2561/2019-20/05)

DATE & TIME FOR PRE-BID MEETING: 23.07.2019 at 1500 Hrs. (IST)

**DUE DATE & TIME FOR
BID SUBMISSION : 06.08.2019 at 1400 Hrs. (IST)**

DUE DATE & TIME FOR BID OPENING: 06.08.2019 at 1500 Hrs. (IST)

E-mail- rameshna@gail.co.in/ kavya.gorle@apgdc.in /jayasree.d@apgdc.com
Website: www.godavarigas.in

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SECTION-I
INVITATION FOR BID
(IFB)

SECTION-I**"INVITATION FOR BID (IFB)"**

Ref No:GGPL/KKD/C&P/2561/2019-20/05

Date: 16.07.2019

To,

PROSPECTIVE BIDDERS**SUB: HIRING OF CONTRACT FOR ELECTRICAL WORKS AT DAUGHTER BOOSTER STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS****Dear Sir/Madam,**

1.0 Godavari Gas Private Limited herein after called GGPL invites bids from eligible bidders for the subject job/works, in complete accordance with the following details and enclosed tender documents.

2.0 The brief details of the tender are as under:

	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	HIRING OF CONTRACT FOR ELECTRICAL WORKS AT DAUGHTER BOOSTER STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS
A	TENDER NO. & DATE	GGPL/KKD/C&P/2561/2019-20/05 Date : 16.07.2019
B	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
C	TYPE OF TENDER	LIMITED DOMESTIC TENDER
D	CONTRACT PERIOD	2 Years (Clause no. 3 of SPECIAL CONDITIONS OF CONTRACT)
E	TENDER FEE with 18% GST (Refer clause no.5.2 of ITB)	Not Applicable
F	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) (Refer clause no.16 of ITB)	APPLICABLE Rs. 1,82,250/-
G	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 16.07.2019 (14.00 Hrs, IST) to 06.08.2019 (14.00Hrs, IST) on following websites: (i) GGPLs Tender Website http://www.godavarigas.in
H	PRE-BID MEETING	23.07.2019 (15.00 Hrs, IST)
I	UN-PRICED BID OPENING	Date & time: 06.08.2019/15:00 Hrs

J	CONTACT DETAILS	Name : A.Ramesh Naik, Designation: Chief Manager (C&P) Phone No. & Extn : 7661029777 e-mail : rameshna@gail.co.in
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In case of the days specified above happens to be a holiday in GGPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (c) of IFB. The IFB is an integral and inseparable part of the bidding document.
- ~~4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GGPL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e tender by the bidder along with e bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-~~
- ~~i) Demand Draft towards Tender fee (if applicable)~~
 - ~~ii) EMD/Bid Security (if applicable)~~
 - ~~iii) Power of Attorney~~
 - ~~iv) Integrity Pact (if applicable)~~
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.
- The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- ~~11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.~~

12.0 GGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Godavari Gas Private Limited



(Authorized Signatory)

Name : A RAMESH NAIK

Designation : Chief Manager (C&P).

E-mail ID : rameshna@gail.co.inn

Contact No. : 7661029777

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date & Time :

From:

To:

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***(To be pasted on the envelope containing Bid (in case of Manual Tendering)/
Physical documents (in case of e-Tendering))***

SECTION-II

BID EVALUATION **CRITERIA &** **EVALUATION** **METHODOLOGY**

1.0 BID EVALUATION CRITERIA:

1.1 TECHNICAL CRITERIA:

Bidders Qualification Criteria shall be as follows:

The Bidder must have completed at least one single work order for complete erection and commissioning of electrical works in CNG Daughter Booster Stations/Mother Stations /Petrol or Diesel stations/ Any Hydrocarbon Processing plants for a value of not less than Rs.6,83,500/- as a main contractor in previous 7 years period reckoned from the date of final bid opening.

Note:

i) In case, bidder is executing a contract of above nature which is still running and the contract value executed till one day prior to the due date of submission of bid is equal to or more than the minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / client. For this also the minimum executed value in a single contract criteria will be as prescribed above.

ii) A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC

1.2 FINANCIAL CRITERIA:

A. The Annual Turnover of the bidder should be at least 22.80 lakhs in any one of the preceding three financial years (FY):

B. The bidder must have POSITIVE Net Worth as per the last audited annual financial result.

C. The bidder should have Working Capital of minimum value 4.56 lakhs as per the last Audited Financial Year:

If the working capital of the bidder is less than value required above, then the bidder should supplement this with a letter from their bank, having net worth not less than Rs.100 Cr, confirming the availability of line of credit for the value as indicated above.

Annual Turnover- In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate three preceding financial years are not available, the bidder has an option to submit the

audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three preceding financial years.

Net worth and Working Capital: In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years.

2.0 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:

Along with techno-commercial bid, the bidder must submit the proof of experience by providing the following:

- i) *Bidder must submit* the proof of experience by providing the copy of work order and its completion certificate issued by end user. The completion certificate must contain the reference of work order no., completed/executed value and actual date of completion of work (if order is completed).
- ii) In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory execution certificate to this effect issued by the end user/owner/ Authorized consultant.

In absence of requisite documents, GGPL reserves the right to reject the bid without making any reference to the bidder.

2.1 AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC):

The documents required to be submitted by the bidder to substantiate their qualification under Bid Evaluation Criteria shall be as follows:

- 2.4 (a) For authentication of document(s) submitted in support of above mentioned Technical Criteria of Bid Evaluation Criteria (BEC):

All the documents mentioned above towards substantiating Bid Evaluation Criteria – Technical, must be duly certified/attested by Chartered Engineer and Notary Public with legible stamp failing which the bid shall be liable for rejection.

- 2.4 (b) For authentication of document(s) submitted in support of Financial Criteria of Bid Evaluation Criteria (BEC):

The bidder shall submit “Details of Financial Capability of Bidder” in prescribed format as enclosed duly signed and stamped by Chartered accountant.

Further, copy of audited annual financial statements submitted in bid shall be duly certified /attested by notary public with legible stamp.

3.0 EVALUATION AND COMPARISON OF BIDS:

- a. Price Bids shall be evaluated on overall lowest basis of Schedule of Rates inclusive of all taxes & duties, GST etc.
- b. Bidders are required to quote for complete scope of services. If any bidder quotes for part scope/quantity shall be considered incomplete and shall not be evaluated, stands rejected.
- c. In case of tie between bidders, job shall be awarded to bidder having higher turnover in the preceding financial year.

SECTION-III

INSTRUCTION TO **BIDDERS**

(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)

SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/GGPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GAIL/ GGPL or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL / GGPL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GGPL by the bidder.

It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is put on 'Holiday' by GAIL/ GGPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GGPL by the bidder.

It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor in favour of the authorised employee(s) of the

Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)): Not applicable

- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or

replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.

- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by GAIL / GGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, GGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE: NOT APPLICABLE

- 5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque[in favor of **Godavari Gas Private Limited** payable at place mentioned in **BDS**]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB. A Bid without requisite Tender Fee will be ignored straightaway..

- 5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.

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- 5.4 In the event of a particular tender being cancelled, the tender fee (excluding GST, if any) will be refunded to the concerned bidders without any interest charges. No plea on interest charges in this regard shall be entertained by the Owner.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against GGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
 - Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
 - Section-III : Instructions to Bidders [ITB] Annexure Forms & Format
 - Section-IV : Technical specifications
 - Section-V : Special Conditions of Contract [SCC]
 - Section-VI : General Conditions of Contract [GCC]
 - Section-VII : Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be

read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GGPL in writing or by fax or email at GGPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. GGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL may respond in writing to the request for clarification. GGPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GGPL's tendering web site <http://www.godavarigas.in> communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (H) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS**10 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GGPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) Any other information/details required as per Bidding Document
- (p) EMD in original as per Clause 16 of ITB

- (q) All forms and Formats including Annexures.
- (r) Original Tender Fee (if applicable)
- (s) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (t) 'Integrity Pact' as per 'Form F-20'
- (u) 'Indemnity Bond' as per 'Form F-21'
- (v) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (w) Additional document specified in Bidding Data Sheet (BDS).

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

~~11.2 In case the bids are invited under e tendering system, bidders are requested to refer instructions for participating in E Tendering enclosed herewith as Annexure III and the ready reckoner for bidders available in <https://etender.gail.co.in>. Bids submitted manually shall be rejected, the bids must be submitted on GAIL’s E tendering website as follows :-~~

~~11.2.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, Tender fee (wherever applicable), copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the GGPL’s e tendering portal.~~

~~Further, Bidders must submit the original " EMD & Tender Fee (wherever applicable), Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in ITB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.~~

~~Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.~~

~~11.2.2 **PART-II: PRICE BID**~~

~~The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal.~~

~~*[In case of online bidding, necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]*~~

~~11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All~~

~~corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.~~

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST ((CGST & SGST/UTGST or IGST).
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 **Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document.** In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.
- 13 **GST (CGST & SGST/UTGST or IGST)**

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GGPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/State Government agency brings to the notice of GGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/Suppliers/Contractors/ Consultants.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case GGPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case GGPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GGPL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST &**

SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.5 Where the GGPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/GGPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/GGPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where the GGPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.6.1 Owner/GGPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.

13.7 GGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid. Where GGPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.8 In case GGPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be

deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where GGPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GGPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GGPL or ITC with respect to such payments is not available to GGPL for any reason which is not attributable to GGPL, then GGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GGPL to Contractor / Supplier.

- 13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable GGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to GGPL for any reason which is not attributable to GGPL, then GGPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff / recover the such **GST (CGST & SGST/UTGST or IGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by GGPL to Supplier of Goods / Services.

13.10 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GGPL.

- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

16.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in favour of **Godavari Gas Private Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' or '**Letter of Credit**' strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' or '**Letter of Credit**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 The EMD is required to protect GGPL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.

16.3 GGPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.

- 16.4 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by GGPL as non-responsive.
- 16.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 16.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GGPL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GGPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope,

technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note:Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 **E-PAYMENT**

Godavari Gas Private Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.

22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.

22.3 GGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GGPL's website/ communicated to the bidders.

23 LATE BIDS

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 ~~In case of e-tendering, e-tendering system of GGPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.~~

In case of manual tendering, bids received by GGPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 IN CASE OF E-TENDERING

~~The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.~~

24.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal is received by GGPL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of GGPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

GGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for GGPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GGPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening :*

GGPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

26.2 *Priced Bid Opening:*

26.2.1 GGPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT**35 AWARD**

Subject to "ITB: Clause-29", GGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GGPL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GGPL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GGPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GGPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT

37.1 GGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GGPL.

37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS)only,

within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GGPL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases where in the order value as specified in Notification of Award is less than INR 5 Lakh (exclusive of taxes & duties).

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST) to be reimbursed by the Owner.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)

39.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GGPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GGPL., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL/ GGPL (India) Limited, such decision of GAIL/ GGPL (India) Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 **PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST

entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST Entrepreneurs.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

- 40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-
- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
 - c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

- 40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.4 If against an order placed by GGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise 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 with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

41 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Contractor/Bidder.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material

and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 Work Contract tax/ GST as may be applicable shall be deducted as per trade tax.

43.4 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally

and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 45.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL’s web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

GGPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49. **QUARTERLY CLOSURE OF THE CONTRACT(FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, GGPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

50. **PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [FOR APPLICABILITY REFER BDS]**

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document. Further, the Startups are also exempted from submission of EMDs. For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an resource or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp. If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender. If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

===== X =====

Annexure-I

**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 ”Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/ GGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security(CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GGPL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/ GGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of ‘Integrity pact’ , GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.

Annexure-II**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/
SUPPLIERS/ CONTRACTORS/ CONSULTANTS****1.0 OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GGPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY**i) Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GGPL.

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

- (B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iv) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY

6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns,

group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

11. In case GST department brings to the notice of GGPL that a Party has not paid to the credit of the Government the GST collected from GGPL, then party will be put on holiday for a period of six months after following the due procedure.

GGPL
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allotted				

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on Pro-rata basis for acceptable Quantity as compared to total Quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

GGPL
PERFORMANCE RATING DATA SHEET
(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contract delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING ()**

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

ANNEXURE-IV**BIDDING DATA SHEET (BDS)****ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : GGPL/KKD/C&P/2561/2019-20/05
1.1	The Employer/Owner is: Godavari Gas Private Limited,
2.1	The name of the Works/Services to be performed is: HIRING OF CONTRACT FOR ELECTRICAL WORKS AT DAUGHTER BOOSTER STATIONS OF GGPL IN EAST & WEST GODAVARI DISTRICTS
3	BIDS FROM CONSORTIUM/JOINT VENTURE : NOT APPLICABLE
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Godavari Gas Private Limited payable at Rajamahendravaram, E.G Dist Andhra Pradesh
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For clarification purposes only, the communication address is: Attention: A. Ramesh Naik, CM (C&P) Andhra Pradesh Gas Distribution Corporation, Street Address: Door No. 70-14-5/1, Floor/Room number:Siddarth Nagar, Near RTO office, City: Kakinada- 533003, East Godavari Dist., Andhra Pradesh, Country: India Email: rameshna@gail.co.in

C. PREPARATION OF BIDS

ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): Indemnity Bond				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: NIL				
12. & 13	Whether GGPL will be able to avail input tax credit in the instant tender: Currently no. <table border="1" style="margin-left: auto; margin-right: auto;"> <tbody> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input type="text"/></td> </tr> </tbody> </table>	YES	<input type="text"/>	NO	<input type="text"/>
YES	<input type="text"/>				
NO	<input type="text"/>				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be 3 Months from final 'Bid Due Date'.				
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of <i>Godavari Gas Private Limited</i> payable at Rajamahendravaram, E.G Dist Andhra Pradesh. Details of GGPL's Bank is Canara Bank, Hyderabad Industrial Finance Branch, A/C No. 2423201000324, IFSC Code: CNRB0002423				

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The E-Tender No. of this bidding process is: <u>Not applicable</u>
22.3 and 4.0 of IFB	For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: A. Ramesh Naik, CM (C&P) Andhra Pradesh Gas Distribution Corporation,

	Street Address: Door No. 70-14-5/1, Floor/Room number:Siddarth Nagar, Near RTO office, City: Kakinada- 533003, East Godavari Dist., Andhra Pradesh, Country: India Email: rameshna@gail.co.in
26	The bid opening shall take place at: Godavari Gas Private Limited Attention: A. Ramesh Naik, CM (C&P) Andhra Pradesh Gas Distribution Corporation, Street Address: Door No. 70-14-5/1, Floor/Room number:Siddarth Nagar, Near RTO office, City: Kakinada- 533003, East Godavari Dist., Andhra Pradesh, Country: India Email: rameshna@gail.co.in Date: 06.08.2019 / Time: 15:00 Hrs
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II.
33	Compensation for Extended Stay: NOT APPLICABLE
40	Public Procurement policy for Micro and Small Enterprises: NOT APPLICABLE
50	Provisions for Start-Ups: NOT APPLICABLE
F. AWARD OF CONTRACT	
ITB clause	Description
37	State of which stamp paper is required for Contract Agreement: Andhra Pradesh
38	Contract Performance Security/ Security Deposit : Applicable If applicable: 10 % of contract value.
40	Whether tendered item is non-split able or not-divisible : NO
41	Provision of AHR Item : Applicable
Clause no. 27.3 of GCC	Bonus for Early Completion: Not Applicable

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND

F-1**BIDDER'S GENERAL INFORMATION**

To,
 M/s GGPL
 Rajahmahendravaram

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)

12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST no.	[Enclose copy of GST Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-2
BID FORM

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“_____” including
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special
Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is
hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole
part of the job and in conformity with the said Bid Documents, including Addenda /
Corrigenda Nos. _____.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of
"Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be
accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security
Deposit" equal to "_____ of the Contract Price" or as mentioned in Tender Document
for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document
(including addenda/ corrigenda) together with the "Notification of Award" shall constitute a
binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not
mentioned in Bidding Documents but may be inferred to be included to meet the intend of the
Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise
specifically excluded and we confirm to perform for fulfillment of Agreement and
completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may
receive.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-3
LIST OF ENCLOSURES

To,

M/s Godavari Gas Private Limited
Rajamahendravaram

SUB:

TENDER NO:

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD*
7. Tender Fee*
8. Integrity Pact*
9. Power of Attorney*
10. Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT F-4

PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Godavari Gas Private Limited
D. No.: 85-06-23/2, 2nd Floor, Above Happy Home Furniture Shop,
40th Ward, Morumpudi Junction,
Rajamahendravaram – 533103
East Godavari Dist, Andhra Pradesh

SUB:

TENDER NO:

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Godavari Gas Private Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GGPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per
Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

F-5
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s Godavari Gas Private Limited
Rajamahendravaram

SUB:

TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to **Godavari Gas Private Limited**.

F-6
"NO DEVIATION" CONFIRMATION

To,

M/s Godavari Gas Private Limited
Rajamahendravaram

SUB:

TENDER NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GAIL/ GGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL /GGPL or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of GGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GGPL by us.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for“ _____”,the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT
PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Godavari Gas Private Limited
Rajahmahendravaram

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for **Godavari Gas Private Limited** having registered office at(herein after called the “GGPL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify **Godavari Gas Private Limited**, in case of default.

The said M/s. _____ has 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 to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to **Godavari Gas Private Limited** we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GGPL in such manner as GGPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said

M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and 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 or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GGPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GGPL. Any dispute arising out of

or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Kakinada.

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor 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

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Kakinada.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

F-10
AGREED TERMS & CONDITIONS

To,

M/s Godavari Gas Private Limited
 Rajahmahendravaram

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	CGST:.....% SGST:.....% IGST:.....% Total :%
4.1	Whether in the instant tender GST is covered in reverse charge rule of Goods and service tax	Yes/ No In case of Yes, please specify GST) payable by: GGPL:.....% Bidder:.....%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GGPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in GGPL issued the tender, by filling up the Format)

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-13
BIDDER'S EXPERIENCE

To,

M/s Godavari Gas Private Limited
 Rajamahendravaram

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Postal & phone nos. of Client.	Value of Contract /Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: «GGPL/KKD/C&P/2561/2019-20/05»



	enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-15
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(To be provided on Bank's letter head)

Date:

To,
M/s. Godavari Gas Private Limited

Dear Sir,

This is to certify that M/s (name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for GGPL's RFQ/Tender no. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

F-16
FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED
PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE
BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

****Refer Instructions***

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
 Chartered Accountant/CPA
 Date:

[Signature of Authorized Signatory]
 Name:
 Designation:
 Seal:

Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-17

~~(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE
ALLOWED)~~

~~FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)~~

CONSORTIUM/JV AGREEMENT

TENDER NO: «GGPL/KKD/C&P/2561/2019-20/05»



F-18

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

Sub :

Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GGPL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Godavari Gas Private Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GGPL responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. -----
with us and we confirm that the details given above are correct as per our records.
Bank stamp

Date
bank)

(Signature of authorized officer of

F-20
INTEGRITY PACT

NOT APPLICABLE

F-21
INDEMNITY BOND

WHEREAS Godavari Gas Private Limited. (hereinafter referred to as “**GGPL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at D. No.: 85-06-23/2, 2nd Floor, Above Happy Home Furniture Shop, 40th Ward, Morumpudi Junction, Rajamahendravaram – 533103] has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

GGPL has also advised the Contractor to execute an Indemnity Bond in general in favour of GGPL indemnifying GGPL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s) / subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of GGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GGPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against GGPL under or in relation to this contract. The Contractor undertakes to compensate and pay to GGPL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by GGPL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with GGPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of GGPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GGPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc.

of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GGPL are settled by the Contractor and/or GGPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [*Contractor*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

SECTION – IV

TECHNICAL SPECIFICATIONS

TENDER NO: «GGPL/KKD/C&P/2561/2019-20/05»



TECHNICAL SPECIFICATION OF **POWER DISTRIBUTION BOARD**

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1.0 SCOPE

This specification covers the requirement of design, fabrication, testing, packing and supply of sheet steel distribution board in single front execution required for receipt, control and distribution of power to various medium voltage & low voltage loads.

2.0 CODES AND STANDARDS

2.1 The equipment shall comply with the requirements of latest revision of following standards issued by BIS unless otherwise specified.

IS: 772AC Electricity Meters

IS: 1248 Direct acting electrical indicating instruments IS:

2705 Current transformers

IS: 2824 Method for determining the comparative tracking index of solid Insulating materials under moist conditions

IS: 3156 Voltage transformers

IS: 3231 Electrical relays for power systems protection

IS: 3618 Phosphate treatment of iron and steel for protection against corrosion

IS: 5082 Material data for aluminium bus bars

IS: 5578 Guide for marking of insulated conductor

IS: 6005 Code of practice of Phosphating of iron and steel

IS: 8623 Factory built assemblies of switchgear and control gear for voltages Up to and including 1000 V AC and 1200 V DC. Part -II particular requirements for bus bar trucking systems (bus ways)

IS: 11353 Guide for uniform system marking and identification of conductors and apparatus terminals

IS: 13703 Low voltage fuses.

IS: 13947 LV Switchgear and control gear (Part-1 to Part-5)

- 2.2** In case of imported equipment standards of the country of origin shall be applicable if these standards are equivalent or stringent than the applicable Indian standards.
- 2.3** The equipment shall also conform to the provisions of Indian Electricity rules and other statutory regulations currently in force in the country.
- 2.4** In case Indian standards are not available for any equipment, standards issued by IEC/BS / VDE/ IEEE/ NEMA or equivalent agency shall be applicable.
- 2.5** In case of any contradiction between various referred standards / specifications / data sheet and statutory regulations the following order of priority shall govern:

- Job specification
- This specification
- Codes and standards

3.0 GENERAL REQUIREMENTS

- 3.1** The offered equipment shall be brand new with state of art technology and proven field track record. No prototype equipment shall be offered.
- 3.2** Vendor shall ensure availability of spare parts and maintenance support services for the offered equipment at least for 15 years from the date of supply.
- 3.3** Vendor shall give a notice of at least one-year to the end user of equipment and WGI before phasing out the product/spares to enable the end user for placement of order for spares and services.

4.0 SITE CONDITIONS

- 4.1** The DBs shall be suitable for installation and satisfactory operation in a substation with restricted natural air ventilation in tropical, humid and corrosive atmospheres. The DBs shall be designed to operate under specified site conditions. If not specifically mentioned altitude not exceeding 1000 meters above mean sea level shall be considered.

Ambient Temp : 18°C (min) / 48°C (max)

- 4.2** All the equipment described in this specification is intended for continuous duty at the Specified ratings under the specified ambient conditions unless indicated otherwise.

5.0 DESIGN AND FABRICATION REQUIREMENTS

The distribution board shall meet following requirements of this specification in addition to the general requirements as per latest editions of applicable Indian standards.

- 5.1** The distribution board shall be suitable to operate at 415V AC 3ph, four wire, 50Hz and it shall be free standing, suitable for wall/floor mounting, with complete front access for operation and maintenance. The distribution board shall be fixed type in single front execution, assembled in single line up, metal enclosed, fully compartmentalized, totally segregated compartments for feeders, cables and bus bar, dust and vermin proof suitable for indoor installation.
- 5.2** Distribution board enclosure shall provide a degree of protection not less than IP-54 as per applicable IS.
- 5.3** The Distribution board shall be assembled out of vertical panels of uniform height not exceeding 2200 mm for floor mounted and 800mm for wall mounted installation. The maximum height of the operating handle/switches shall not exceed 1900 mm and the minimum height not below 300 mm.
- 5.4** The distribution board shall be designed to ensure maximum safety during operation, inspection, and connection of cables, relocation of outgoing circuits and maintenance with the energized bus bar system and without taking any special precautions. The switchgear shall permit maximum interchangeability and shall be extensible on either side.
- 5.5** The distribution board shall be sheet steel clad with the frame fabricated out of 2mm cold rolled sheet steel and doors/covers out of 1.6mm cold rolled sheet steel, having heavy duty integral base frame for each vertical panel.
- 5.6** All hardware shall be corrosion resistant. All joints and connections of the panel members shall be made of galvanized, zinc passivated or cadmium plated high quality steel bolts, nuts and washers, secured against loosening.
- 5.7** All openings, covers and doors shall be provided with neoprene gaskets around the perimeter to make the distribution board dust and vermin proof. Suitable lifting hooks shall be provided and each shipping section for ease of lifting of distribution board.
- 5.8** All metal surfaces shall be thoroughly cleaned, degreased to remove mill scale, rust, grease and dirt. Fabricated structure shall be pickled and then rinsed to remove any trace of acid. The under coat shall be prepared by applying a coat of phosphate paint and a coat of yellow zinc chromate primer. The distribution board shall be powder coated. Pre-treatment of the distribution board shall be done by 7 tank process before powder coating. The final paint shade shall be as per manufacturer standard unless specified otherwise.
- 5.9** The distribution board shall be suitable for bottom cable entry unless specified otherwise and shall be provided with removable gland plates unless otherwise specified. The distribution board shall have a separate cable alley for each vertical panel with cable tying arrangement. The width shall be sufficient to accommodate the required number of cables. However, in any case it shall not be less than 200mm width. The cable alley shall be

provided with a suitable hinged door. Required number of single compression nickel plated brass cable glands and tinned copper compression type lugs for all power and control cables shall be included in the vendor's scope of supply.

- 5.10** The distribution board shall comprise of incoming load break switch/MCCB/Switch Fuse Unit Panel, Contactor, outgoing switch fuse/MCCB, MCB/ contactors feeders, motor starter feeders, control supply transformers, both power and auxiliary/control bus bars, cable termination compartment etc. All these shall be housed in independent compartments separated from each other by metallic barrier.
- 5.11** Main horizontal bus bars shall be provided at the top in separate compartment. Vertical bus bars required for connection between main bus bars and outgoing feeders shall be in separate vertical chamber. One set of vertical bus bars can be provided for feeding outgoing feeders in two panels on either side of the vertical bus bar.
- 5.12** All components including bus bars and cable termination shall be accessible only from the front side for repair and maintenance.
- 5.13** Each outgoing feeder shall be in multitier arrangement and all feeders shall be of modular design with height in multiple of standard unit size.
- 5.14** Number and rating of feeders shall be as per electrical load list/single line diagram. The components rating and type for various types of outgoing feeders such as motor feeders shall be selected based on package requirement and shown in SLD.
- 5.15** All auxiliary devices for control, indication, measurement and protection except the bimetallic relays shall be mounted on the front side of the respective compartment. Components requiring frequent inspection during operation shall be easily accessible.
- 5.16** Main bus bars shall be of high conductivity Electrical Grade Aluminum/copper as mentioned in SLD having uniform current rating throughout their length. Horizontal and vertical bus bars shall be sized depending upon the maximum expected current and to limit the specified maximum operating temperature at specified design ambient temperature.
- 5.17** The maximum operating temperature of bus bars including joints at the maximum design temperature inside the panel shall not exceed 95°C under normal operating conditions.
- 5.18** Minimum clearance between live parts, between live parts/neutral to ground shall be 20 mm.
- 5.19** No separate auxiliary copper bus bars shall be provided for control supply and metering requirements and control supply shall be taken from main bus bar. Necessary tee-off connections shall be used for distributing auxiliary supply to each vertical panel.
- 5.20** All horizontal and vertical bus bars shall be insulated with heat shrink PVC sleeves of 1100 V grade and removable shrouds shall be provided for joints. All bus bars shall be prominently marked with Red; Yellow and Blue colour rings for easy phase identification at regular interval and at every power tap off point and designed to withstand specified short circuit currents for one second.
- 5.21** Copper earth bus of 25x3 mm size shall be provided throughout the length of the

distribution board with provision for interconnection to earthing grid at two ends. All non-current carrying metallic parts of the mounted equipment shall be earthed. Doors and movable parts shall be earthed using flexible copper connections.

- 5.22** Inside the distribution boards, the wiring for power, control, signaling protection and instrument circuits shall be done with PVC insulated copper conductors having 660/1100 V grade insulation.
- 5.23** Minimum size of control wire shall be 2.5 mm² coppers for all control. Each wire shall be identified at both ends by self-sticking wire marker tapes or PVC ferrules. Transparent shrouds shall be used on outgoing power terminals.
- 5.24** Clamp type terminals shall be acceptable for wires up to 10 sq.mm size, for conductors larger than 10 sq.mm bolt type terminals with crimping lugs shall be provided. Each wire shall be terminated at a separate terminal. A minimum of 10% spare terminal shall be provided on each terminal block. Shorting links shall be provided for all CT terminals.

6.0 EQUIPMENT SPECIFICATION

- 6.1** The contactors shall be air break type having AC-3 duty rating as per package requirement. All contactors shall be provided with 1 NO + 1 NC potential free spare auxiliary contacts wired to the terminal block for owner use.
- 6.2** All current more than 10A shall be measured through CTs. All phases shall be provided with CT of minimum burden of 10VA with 5A secondary. The CTs shall conform to the relevant IS. The design and construction shall be dry type, epoxy resin cast and suitable for withstanding thermal and dynamic stress during short circuit conditions.
- 6.3** The secondary terminal of the CT shall be brought out suitably to a terminal block which shall be easily accessible for testing. The protection CTs shall be of accuracy class 5P10 and that for the measurement shall be of accuracy class 1.
- 6.4** The ammeters and voltmeters shall be of taut band of square shape with 240° deflection type. The voltmeter /ammeter for incoming circuit shall be of 144 x 144 mm and that for the outgoing feeders shall be of 96x96 mm. size. Ammeter for motor circuit shall be of suppressed scale type. Voltmeter shall be provided through protection fuses. Ammeter shall be provided in each motor feeder.
- 6.5** All selector switches shall be rotary back-connected types having a cam operated contact mechanism with knob type handle. Ammeter selector switch shall have make before break feature on its contacts.
- 6.6** Indicating lamps shall be suitable for 6.0 V AC, complete with built in 240/6V transformers. Lamps shall be provided with translucent covers to diffuse light. Alternately clustered LED type indicating light with minimum 8mm-diameter size shall be considered. The following indicating colors shall be used.
- | | | |
|------------------|---|-------------------|
| Phase indication | : | Red, Yellow, Blue |
|------------------|---|-------------------|

Close/on	:	Red
Open/off	:	Green
Fault trip	:	Amber
Control supply on	:	White

Push button (if any) colours shall be as follows:

Stop/ open/emergency	:	Red
Start/close	:	Green
Reset/test	:	Yellow/Black/White

'Stop' push buttons for motor control feeders shall have stay put feature.

All motor starter feeders shall have Stop and Reset push buttons and On and Trip indication lamps.

- 6.7** A centrally located engraved nameplate shall be provided for the distribution board. Each module shall have engraved *nameplate-bearing data* as per approved drawings. Name plate or *polyester* adhesive stickers shall be provided for each equipment mounted on the distribution board. Identification tags shall be provided inside the panels. Special warning labels shall be provided on removable covers or doors giving access to cable terminals and bus bars.
- 6.8** At least 20% spare feeders of each rating of outgoing feeders subject to a minimum of one feeder of each rating shall be provided in the switchboard.
- 6.9** All sheet steelwork shall undergo a process of degreasing, pickling in acid, cold rinsing, and phosphating, passivating (seven tank processing) and then painted with electrostatic paint (Powder coating). The colour of panel inside / outside shall be RAL 7032.

7.0 INSPECTION, TESTING AND ACCEPTANCE

- 7.1** In addition to the expediting/inspection activities being undertaken by the package vendor, distribution board shall be subject to inspection by WGI/Owner or by an agency authorized by the owner. All necessary information concerning the supply shall be furnished to WGI/Owners inspectors. Two weeks notice shall be given to WGI/owner for witnessing the final testing of the complete assembly to ensure satisfactory operation of all components.
- 7.2** Tests shall be carried out at the manufacturer works under his supervision and at his cost.
- 7.3** All routine tests as specified by the applicable standards and codes shall be conducted. Type tests certificates of a recognized testing organization shall be furnished with the bids. The vendor shall also submit the guaranteed technical particulars with the bids.

- 7.4 In addition, specified tests shall be conducted to check mechanical and electrical operation and the control wiring to specification and schematic drawings.
- 7.5 Acceptance tests shall be as follows:
- A general visual check shall be carried out. This shall cover measurement of overall dimensions, location, number, and type of devices and their ratings as per bill of materials, terminal blocks, location and connection of terminals.
 - Manual and electrical operation of switches, contactors, relays etc. under various conditions of supply voltage.
 - Insulation resistance of the main and auxiliary circuit shall be checked.
 - Operation check for each control function as per the schematic diagram by manually simulating the actual operating conditions.
 - Primary injection test to check winding of current transformers, ammeter, ammeter selector switch and correctness of wiring connection between them.
 - Relays shall preferably be tested with secondary injection test equipment.
- 7.6 For equipment bought from other sub-suppliers certified test reports of tests carried out at the manufacturer's works shall be submitted. Normally all routine tests as specified in the relevant standards shall be conducted by the sub-supplier at his works. In addition type test if specified shall be additionally carried out and witnessed by the owner at CPRI/approved testing authority.

8.0 PACKING AND DESPATCH

The equipment shall be properly packed for transportation by ship/rail or trailer. The panels shall be wrapped in polyethylene sheets before being placed in wooden crates /cases to prevent damage to the finish. Crates /cases shall have skid bottoms for handling. Special precaution notations such as Fragile, This side up, center of gravity, weight, Owner's particulars, Purchase number etc. shall be clearly marked on the package together with other details as per purchase order. The equipment may be stored outdoors for long periods before installation. The packing should be suitable for outdoor storage in areas with heavy rains and high ambient temperature unless otherwise agreed.

9.0 TERMS&CONDITIONS

WARRANTY

Each tender shall stipulate a warranty clause of products offered covering a minimum period for rectification/ free replacement thereof. The term "period of warranty" shall mean the period of 12 months from the date of commissioning and successful operation of the equipment. In any case, this period shall not be less than 18 months from the date the materials are received in the purchaser's store in good and acceptable conditions. During the period of warranty, the Contractor shall rectify all defects in design, materials and workmanship that may develop under normal use of the equipment upon written notice

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from the Engineer In Charge who shall indicate in what respects the equipment is faulty. This rectification/ free replacement must be carried out within a reasonable period as determined and directed by the Engineer In Charge. The cost of rectification/ free replacement will be to the Contractor's account.

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TECHNICAL SPECIFICATION FOR UPS

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1. SCOPE

- 1.1. The specification covers the design, manufacture, testing at works and dispatch in well packed condition of Uninterrupted Power Supply System required to supply AC power for nonlinear loads.
- 1.2. The scope shall include the following:
- i) Online UPS system including converter, inverter, static & maintenance switches
 - ii) in-built bypass unit
 - iii) Sealed lead acid battery (1x 100% for 4 hours backup)
 - iv) Interconnecting cabling between various units of UPS and batteries
 - v) All other items required, but not specified for safe and reliable operation of UPS system.

2. CODES & STANDARDS

2.1. The equipment shall conform to the latest issue of the following and relevant Indian Standard specifications or equivalent specification of the country of origin or IEC specifications.

2.2 The equipment offered shall generally conform to the following codes / standards: IS:

13314 – Solid state inverters run from storage batteries.

IS : 11260 -- Stabilized power supplies AG output.

IEC: 146 -- Solid state inverters.

2.3 The equipment shall also conform to the provision of Indian Electricity Rules, Indian Supply Act and any other statutory regulations in force from time to time.

3. AMBIENT CONDITIONS

Ambient Air Temperature :

Maximum - 48 °C

Minimum - 18 °C

4. DESIGN AND OPERATIONAL REQUIREMENTS

SYSTEM OPERATION

4.1. The UPS unit and its associated equipment shall be suitable for operating at the specified rating continuously with the specified voltage and frequency variations under the ambient conditions without exceeding the temperature rise limits specified in relevant standards and without any detrimental effect on any part.

4.2. The UPS system shall be based on latest generation of IGBT based, pulse width

modulated (PWM) design with proven performance. The system should be able to communicate with RTU's on modbus protocol and provided with multi- drooping facility.

4.3. Single UPS with by-pass

In UPS system having this configuration a single rectifier and inverter shall be provided. Under normal conditions when AC mains power is available, the rectifier shall simultaneously feed DC power to inverter as well as for float/rapid charging of the battery. The AC supply to loads shall be fed from inverter output. In case of any fault of the inverter, the load shall be automatically transferred to stabilized bypass supply and retransfer of load from stabilized bypass supply of the inverter shall be possible in auto as well as in manual mode.

4.4. In case of AC input power failure or battery charger failure. the battery shall supply power to inverter without any interruption. The charger shall be designed for simultaneously feeding complete inverter load and for float/rapid charging the battery to its rated capacity. Charger shall be equipped with 'On Line' automatic as well as manual charging facility.

4.5. The UPS unit shall be suitable for 0.7 lagging to unity power factor loads. The overall load power factor may be taken as 0.8 lagging.

4.6. The maximum waveform distortion of the output voltage shall not exceed 5% r.m.s for linear load and 10% r.m.s. for non-linear loads. The UPS unit shall be suitable for operation for non-linear loads having crest factor of 3.

4.7. The inverter steady state output voltage and frequency (free running) variation shall not exceed $\pm 1\%$ for specified input power supply condition and no-load to full load condition.

4.8. Voltage dip/rise on sudden application / throw of 100% load or on changeover from inverter to bypass or vice versa shall not exceed 15% and shall be recovered within 100 m.sec. to rated voltage.

4.9. UPS shall be designed for overload of 125% for 10 min. and 150% for 10 sec. After which drooping characteristic shall come into operation.

4.10. On failure of the main supply, inverter unit shall continue to supply rated load from the battery bank for 4 hours duration.

4.11. Charger shall simultaneously supply entire power necessary for inverter and to keep the battery of required capacity in fully charged condition. Provision for automatic charging in both float and boost shall be made.

4.12. Battery shall be sealed lead acid battery. The battery capacity shall be decided considering load power factor as 0.8, derating factor for ageing 0.8 and derating for minimum ambient temperature as applicable.

4.13. The ventilation fans, if provided shall be supplemented by 100% redundant fan in normal operation. Normal and redundant fan shall run together. The power supply for fan shall be tapped from the inverter output. It should be possible to operate inverter even after the

failure of the fan without temperature rise inside the inverter cubicle exceeding the safe operating temperature limits for 2 hours.with alarm for fan failure

- 4.14. In case of inverter failure due to any reason or overload, affected unit should be isolated and changeover to other inverter or to bypass should take place automatically.
- 4.15. Noise level at a distance of 1m from UPS panels shall not exceed 60 dB.
- 4.16. UPS system shall be provided with necessary control, protection, metering, indication, alarm & annunciation for reliable and safe operation of the system.
- 4.17. All semi-conducting devices shall be protected by fast acting semi-conducting fuses.
- 4.18. The battery may be taken out of service for maintenance during which period it shall be possible for the inverter to continue operation taking power from the rectifier. The input filter of the inverter shall be suitably designed to take care of this operational requirement.
- 4.19. It shall be possible to vary the output voltage steplessly within $\pm 5\%$ of the specified output voltage. This adjustment shall be possible to be made when UPS is in operation.
- 4.20. UPS system shall be suitable for both floating output or earthing of one leg in case of single phase system / star-point in case of three phase system.
- 4.21. The UPS system shall have very high system of reliability having minimum MTBF of 50,000 hrs. Vendor shall furnish the value of MTBF, MTTR and availability factor.

5. CONSTRUCTIONAL DETAILS

- 5.1. The equipment shall preferably be supplied in enclosed, dust & vermin proof, floor mounted, sheet steel enclosure. In case, it is necessary to provide opening for ventilation, this should be closed by fine mesh. Minimum degree of protection for enclosure shall be IP-41 as per IS-13997.
- 5.2. All the live parts which are accessible after opening the front cover / back cover shall be properly insulated or provided with insulating barrier to prevent accidental contact. Bus bars of distribution boards shall be PVCsleeved.
- 5.3. Smaller size UPS can be directly placed on floor or fixed on the mounting stand support.
- 5.4. Battery banks shall be mounted on racks in proper manner. Vendor shall supply rack arrangement, connecting cables and all accessories required for proper mounting and operation of battery banks.

6. EQUIPMENT SPECIFICATION

- 6.1. All components shall conform to relevant IS/IEC standards and shall be of reputed make. Makes of all components shall be subject to purchaser's / consultant's approval.
- 6.2. **THYRISTORS, DIODES AND TRANSISTORS.**

The thyristors, diodes and transistors shall have adequate safety margins to withstand specified operating conditions. A factor of safety of minimum 4 shall be taken against voltage surges.

6.3. PCBs

All electronic control & monitoring printed circuit boards shall be fixed type on ceramic insulators to avoid loose contacts due to vibration/long usage. Failure of each PCB shall be indicated by visual alarm and indication. The visual fault diagnostic shall preferably indicate fault into various sections of the cards. All printed circuit board shall be mounted on fixed ceramic insulator.

6.4. ELECTROLYTIC CAPACITORS

These may be polarized aluminium type I, suitable for long life and category I, as per IS: 4317 or equivalent IEC. The capacitor shall preferably be self-healing type. These shall be so located in inverter panels that the operating temperature does not exceed 65°C maximum.

6.5. TRANSFORMERS AND CHOKES

All transformers and chokes shall be of dry type and air cooled. This shall be class 'H' insulated, vacuum impregnated. Class F / Class B insulated cast resin transformers and chokes are also acceptable.

6.6. STATIC SWITCHES

Static switches shall be naturally commutated type with parallel inverse connected thyristors. These shall be rated for continuous duty for 100% load. Short time rated static switches are not acceptable.

6.7. MCB

For isolating devices of various equipment, MCB shall be used. These shall be provided with overload and short circuit protective devices and shall conform to IS: 2516.

Battery Circuit Breaker shall have under voltage trip and reverse polarity protection device.

7. PAINTING

7.1. The enclosure after pre-treatment, shall be painted with two coats of anti-rust paint followed by two coats of anticorrosive paint.

7.2. All paints shall be carefully selected to withstand tropical heat and extremes of weather. The paint shall not scale off, crinkle or be removed by abrasion due to normal handling.

7.3. Unless otherwise specified, the finishing shade shall be light grey Shade No. 631 as per IS:5 or as per manufacturer's standard.

7.4. Electrostatic powder paint shall be preferred.

8. INSPECTION, TESTING AND ACCEPTANCE

8.1. The UPS units shall be subjected to test as per relevant standards. The test shall include, but not limited to the following:

- i) Rectifier & inverter soft starting

- ii) Regulation test
- iii) Heat run test for 8 hours
- iv) Overload test
- v) Test for changeover time in synchronised and desynchronised mode.
- vi) Test for dynamic response and transient performance
- vii) Sequence & transfer test
- viii) Noise level measurement
- ix) Test to check the selectivity of protective devices
- x) Alarm test (simulation of various fault conditions)
- xi) Measurement of harmonic distortion
- xii) Ventilation test (operation without redundant fan)
- xiii) Insulation test

8.2. All the above tests shall be carried out in presence of purchaser's representative. In addition, the equipment shall be subjected to stage inspection during process of manufacture at works and site inspection.

8.3. These inspections shall however, not absolve the vendor from his responsibility for making good any defects, which may be noticed subsequently.

9. SPARES

9.1. Vendor shall provide all MANDATORY SPARES along with main equipment.

9.2. Any other spare parts required, but not specified, shall also be offered.

10. PACKING AND DISPATCH

10.1. The UPS & battery banks shall be properly packed before dispatch to avoid damage during transport, storage and handling.

10.2. The packing box shall contain a copy of the installation, operation and maintenance manual.

10.3. A sign to indicate the upright position of the panels to be placed during transport and storage shall be clearly marked. Also proper arrangement shall be provided to handle the equipment.

10.4. Minimum 2 years warranty shall be provided for UPS and battery system.

11. DEVIATIONS

11.1. Deviations, if any, from this standard shall be clearly indicated in the offer with reasons thereof. Deviations from the data indicated in specification shall be shown clearly by encircling it and indicating the revised data in specification.

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TECHNICAL SPECIFICATION FOR
POWER & CONTROL CABLE

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1.0 SCOPE

This specification along with data sheets covers requirements for design, manufacture, testing at works and supply of Flame Retardant Low Smoke (FRLS) XLPE cables and cable terminating accessories for medium voltage systems.

2.0 STANDARDS

2.1 The cables and cables jointing & terminating accessories shall comply with the latest edition of the following standards as applicable:

IS: 1554 [Part-I]	PVC insulated (heavy duty) Electric cables.
IS: 7098	Cross-linked polyethylene insulated PVC sheathed
IS: 8130	Conductors for insulated electric cables and flexible cords IS: 3975
	Mild steel wires, strips and tapes for armouring of cables
10810(Part 41)	Methods of test for cables: Mass of zinc coating on steel armour.
IS: 209	Specification for zinc
IS: 10418	Drums for electric cables
IS: 10810 (Pt-58)	Oxygen Index test
IS: 10810 (Pt 61)	Flame Retardant test
IS: 10810 (Pt 62)	Fire resistance test for bunched cables
IEC: 60332-3	Tests on electric cables under fire conditions.
IEC: 60502	Extruded solid dielectric insulated power cables for rated voltages from 1 KV up to 30kV
IEC: 60540 & 60540A	Test methods for insulation and sheaths of electric Cables
ASTM: D2863	Standard method of test for flammability of plastics using oxygen index method.
IS: 10810	Method of Test for cables; Part 43 Insulation resistance IS:
10810	Method of Test for cables: Part 45 High voltage test.
OISD 147	Inspection and safe practice during electrical installation

2.2 In addition to the above it shall be ensured that the installation conforms to the requirements of the following as applicable:

- Indian Electricity Act and Rules.
- Regulations laid down by CEA/Electrical Inspectorate. •

Regulations laid down by CCE/DGMS (as applicable).

- The petroleum rules (Ministry of Industry Government of India).
- Any other regulations laid down by central/state/local authorities and Insurance agencies.

2.3 The cables and accessories shall also conform to the provisions of Indian Electricity Rules and other statutory regulations, as applicable.

3.0 GENERAL CONSTRUCTION

3.1 The cables shall be suitable for laying in trays, trenches, ducts, and conduits and for underground-buried installation with uncontrolled backfill and possibility of flooding by water and chemicals.

3.2 Outer sheath of all PVC cables shall be black in colour and the minimum value of oxygen index shall be 29 at $27 \pm 2^\circ \text{C}$. In addition suitable chemicals shall be added into the PVC compound of the outer sheath to protect the cable against rodent and termite attack.

3.3 All cables covered in this specification shall be Flame Retardant Low Smoke (FRLS) unless specified otherwise. The outer sheath of XLPE cables shall possess flame propagation properties meeting requirements as per IS-10810(Part-62) category C1.

3.4 Sequential marking of the length of the cable in meters shall be provided on the outer sheath at every one meter. The embossing / engraving shall be legible and indelible.

3.5 The overall diameter of the cables shall be strictly as per the values declared by the manufacturer in the technical information subject to a maximum tolerance of ± 2 mm up to overall diameter of 60mm and ± 3 mm for beyond 60mm.

3.6 PVC / Rubber end caps shall be supplied free of cost for each drum with a minimum of eight per thousand meter length. In addition, ends of the cables shall be properly sealed with caps to avoid ingress of water during transportation and storage.

3.7 The cables used in installations under the jurisdiction of Director General of Mines and Safety (DGMS) shall be of copper conductor only, and shall have valid DGMS approvals for the specified locations. The word "Mining Cable" shall be embossed / engraved on the cable outer sheath as per the applicable Indian Standards

3.8 XLPE cables

3.8.1 All power/control cables for use on medium voltage systems shall be heavy-duty type, 650/1100 V grade with aluminium / copper conductor, XLPE insulated, inner-sheathed, armoured and overall PVC sheathed FRLS unless specified otherwise.

3.8.2 The conductors shall be solid for conductor of nominal area up to and including 6 mm^2 and stranded beyond 6 mm^2 . Conductors of nominal area less than 16 mm^2 shall be circular only. Conductors of nominal area 16 mm^2 and above may be circular or shaped as per IS

8130.

- 3.8.3 The core insulation shall be with XLPE compound applied over the conductor by extrusion and shall conform to the requirements of Table-1 of IS: 7098 Part-1. The average thickness of insulation shall be not less than nominal value specified in Table-3 of IS: 7098 Part- 1. Control cables having 6 cores and above shall be identified with prominent and indelible Arabic numerals on the outer surface of the insulation. Colour of the numbers shall contrast with the colour of insulation with a spacing of maximum 50 mm between two consecutive numbers. Colour coding for cables up to 5 cores shall be as per Indian standard.
- 3.8.4 The inner sheath shall be applied over the laid-up cores by extrusion and shall be of PVC conforming to the requirements of Type ST2 PVC compound as per IS: 5831. The minimum thickness of inner sheath shall be as per IS: 7098 (Part-I). Single core cables shall have no inner sheath.
- 3.8.5 If armouring is specified for multicore cables, the same shall be by single round galvanised steel wires where the calculated diameter below armouring does not exceed 13 mm and by galvanised steel strips where this dimension is greater than 13 mm. Requirement and methods of tests for armour material and uniformity of galvanisation shall be as per IS - 3975 and IS -10810 (Part 41). The dimensions of Armour shall be as per of IS - 7098 (Part -1). If armouring is specified for single core cables, the same shall be with H4 grade hard drawn aluminium round wire of 2.5 mm diameter.
- 3.8.6 The outer sheath for the cables shall be applied by extrusion and shall be of PVC FRLS compound conforming to the requirements of type ST-2 compound as per IS: 5831. The minimum and average thickness of outer sheath for unarmoured cables and minimum thickness of outer sheath for armoured cables shall be as per IS: 7098 (Part-1).

3.9 Control Cables:

Control cables shall be 1100 Volt Grade, 2.5 mm² copper conductor XLPE insulated PVC sheathed FRLS, single wire armored with an overall PVC sheath, as per IS: 7098 part-I.

4.0 CABLE ACCESSORIES

- 4.1 The termination and straight through jointing kits for use on the systems shall be suitable for the type of cables offered as per this specification.
- 4.2 The accessories shall be supplied in kit form. Each component of the kit shall carry the manufacturer's mark of origin.
- 4.3 The kit shall include all stress grading, insulating and sealing materials apart from conductor fittings and consumable items .An installation instruction sheet shall also be included in each kit.
- 4.4 The contents of the accessories kit including all consumable shall be suitable for storage without deterioration at a temperature of 45° C, with shelf life extending to more than 5 years.
- 4.5 Terminating kits

The terminating kits, if used, shall be suitable for termination of the cables to indoor switchgear or to a weatherproof cable box of an outdoor mounted transformer / motor. For outdoor terminations, weather shields / sealing ends and any other accessories required shall also form part of the kit. The terminating kits shall be from one of the makes / types mentioned in the data sheet.

4.6 Jointing kits

The straight through jointing kits if used shall be suitable for installation on overhead trays, concrete lined trenches, and ducts and for underground burial with uncontrolled backfill and possibility of flooding by water and chemicals. These shall have protection against any mechanical damage and suitably designed to be protected against rodent and termite attack. The inner sheath similar to that provided for cables shall be provided as part of straight through joint. The jointing kits shall be from one of the makes / types mentioned in the data sheet.

5.0 INSPECTION, TESTING AND ACCEPTANCE

The cables shall be tested and inspected at the manufacturer's works. All the materials employed in the manufacture of the cable shall be subjected, both before and after manufacture, to examination, testing and approval by EIC / owner. Manufacturer shall furnish all necessary information concerning the supply to EIC / owner's inspectors. The inspector shall have free access to the manufacturer's works for the purpose of inspecting the process of manufacture in all its stages and he will have the power to reject any material, which appears to him to be of unsuitable description or of unsatisfactory quality. The vendor shall give at least 2 weeks advance notice to the purchaser, regarding the date of testing to enable him or his representative to witness the tests.

5.1 Cables

- 5.1.1 After completion of manufacture of cables and prior to dispatch, the cables shall be subjected to type, routine, acceptance and special tests as detailed below. EIC/ Owner reserve the right to witness all tests with sufficient advance notice from vendor. The test reports for all cables shall be got approved from the Engineer before dispatch of the cables.
- 5.1.2 All routine tests, acceptance tests, type tests and additional type tests for improved fire performance shall be carried out as listed in IS: 7098 (Part-I), and IS: 7098 (Part-2) on XLPE insulated cables.
- 5.1.3 The test requirements for XLPE insulation and sheath of cables shall be as per latest revision of IS: 5831
- 5.1.4 Acceptance tests as per IS-7098 (Part-2) and the following special tests to be performed on the cables. These tests are required to be witnessed by EIC/owner before dispatch of cables.
 - a) Oxygen index test as per ASTM D-2863-77 at 21°C
 - b) Temperature index test as per ASTM D-2843-77 at 21% of oxygen
 - c) Smoke density test as per ASTM D-2843-77
 - d) Flame retardant test as per IEC 60332 part-1

5.2 Cable Accessories

Type tests should have been carried out to prove the general qualities and design of a given type of termination / jointing system as per IS-13573. The type test certificates from independent testing laboratory shall be submitted before dispatch.

6.0 MISCELLANEOUS MATERIAL SPECIFICATIONS

All materials and hardwares to be supplied by the contractor shall be new, unused and of best quality and shall conform to the latest specifications of Bureau of Indian Standards.

6.1 Cable Trays:

Cable tray shall be ladder type or perforated trays as mentioned in drawings and shall be of prefabricated hot dip galvanized iron trays comply with specifications of Bureau of Indian Standards.

Pre-fabricated hot dipped galvanized trays

The cable trays shall comply with the requirements specified in EIC installation STD.

Cable ladders/ Trays are to be manufactured from hot dip Galvanised material with UV protection features. They are heavy duty type having loading criteria and fire withstanding capacity.

Ladder type tray shall be used for Power and control cables, perforated type tray shall be considered for instrument cables. However perforated tray for power cable shall be considered if cable size & quantity is less.

Outdoor cable trays shall run in RCC trench/ on pipe sleepers/ on dedicated supports. Overhead cable trays if any shall be installed 2700 mm (minimum) above grade level and 300 mm above FGL. However Overhead cable tray shall be avoided as can as possible in dispensing station area.

6.2 Cable Glands:

Cable glands shall be of nickel plated brass unless otherwise specified. The industrial type double compression type cable glands shall be used for indoor panels/equipment (e.g. substation, control room etc). The cable glands for outdoor terminations shall be weather protected, flameproof, double compression type and shall have PVC shroud for additional weather protection. Cable glands forming a part of relevant FLP enclosure shall be FLP type, tested by CMRI or any other recognized independent testing laboratory and approved by CCE/DGMS or any other statutory authority as applicable. Indigenous FLP glands shall have valid BIS license as per the requirements of statutory authorities. The size of cable glands supplied shall be appropriate to the size of cable so that flame proof property of glands is retained.

Entry thread of cable gland shall be compatible to NPT the entry thread provided in the equipment as applicable. If required, suitable reducers/adapters shall be used.

6.3 Connectors:

Power cable terminations shall be made with crimped type tinned copper/aluminium solder less lugs which shall be suitable for the cable size mentioned in cable schedule.

6.4 Ferrules:

Ferrules shall be of approved type and of size to suit core size mentioned and shall be employed to designate the various cores of control cable by the terminal numbers to which the cores are connected, for ease of identification.

7.0 CABLE LAYING

7.1 GENERAL

Cable installation shall include power, control, lighting etc. cables. These shall be laid in trenches/ cable trays as detailed in the cable layout drawings. Cable routing given on the cable layout drawings shall be checked in the field so as to avoid interference with structures, heat sources, drains, piping, air- conditioning duct if any etc. Any change in routing shall be done to suit the field conditions wherever deemed necessary, after obtaining approval of Engineer-in- charge.

- 7.1.1 LT power and control cables shall be laid in a same cable tray unless otherwise specified as shown on layout drawings/installation standards. If details of cable routes and cable spacing is not shown in detail on drawing, it shall be determined by the contractor and approved by the engineer in-charge.

When single core cables are laid in flat formation, the individual cable fixing clamps and spacers shall be of non-magnetic material. As a general practice, the sheath of single core cables shall be earthed at one point to keep sheath at earth potential unless otherwise stated. Single core cables, when laid in trefoil formation shall be braced by suitable clamps at a distance, not exceeding 3 meters along the cable routing.

The Telephone, Communication and Fire alarm cables shall run on instrument trays. Minimum 300mm space clearance shall be maintained between electrical and instrument cable trays.

- 7.1.2 The lengths indicated in the cables schedule are only approximate. The contractor shall ascertain the exact length of cable for a particular feeder by measuring at site. All cable routes shall be carefully measured. Before the start of cable laying, the contractor shall prepare cable drum schedule and get that approved by Engineer-in -charge to minimise/avoid straight through joints and then the cables cut to the required lengths, leaving sufficient lengths for the terminations of the cable at both ends. The various cable lengths cut from the cable reels shall be carefully selected to prevent undue wastage of cables. Extra loop length shall be given for feeder cables where required as per the directions of Engineer-in- charge to meet contingencies

Cables shall be laid in RCC trench with cable trays (underground trench) or in directly buried trench as shown on cable layout drawings. Both electrical and instrument trays shall be run in same trench in different levels.

- 7.1.3 Cables shall be neatly arranged in the trenches / trays in such a manner that criss-crossing is avoided and final take off to the motor / switchgear is facilitated. Arrangement of cables within the trenches / trays shall be in line with cable layout drawings. Cable routing

between cable trench and equipment/motors shall be taken through GI pipe sleeves of adequate size wherever applicable. Pipe sleeves shall be laid at an angle of maximum 45° to the trench wall. Bending radii of pipes shall not be less than 8D. It is to be ensured that both the ends of GI pipe sleeves shall be sealed with approved weather proof sealing plastic compound after cabling. In places where it is not possible, cables shall be laid in smaller branch trenches.

- 7.1.4 All cables shall be identified close to their termination point by cable tag numbers as per cable schedule. Cable tag numbers shall be punched on aluminium straps (2mm thick, 20 mm wide and of enough length) securely fastened to the cable and wrapped around it).

Each underground cable shall be provided with cable tags of lead securely fastened every 30 m of its underground length with at least one tag at each end before the cable enters/leaves the ground. In unpaved areas, cable trenches shall be identified by means of cable markers as per installation drawing. These cable markers shall be placed at location of changes in the direction of cables and at intervals of not more than 30 m and also at cable straight through joint locations.

- 7.1.5 All temporary ends of cables must be protected against dirt and moisture to prevent damage to the insulation. For this purpose, ends of cables shall be taped with an approved PVC end cap or rubber insulating tape.
- 7.1.6 Each row of cables shall be laid in place and before covering with sand incase if buried trench. All wall openings/pipe sleeves shall be effectively sealed after installation of cables to avoid seepage of water inside building/lined trench. Every cable shall be given an insulation test in presence of Engineer-in- charge/Owner before filling the cable trench with sand Any cable which is found defective shall be replaced.
- 7.1.7 Where cables pass through foundation walls, the necessary openings shall be provided in advance for the same. However, should it become necessary to cut holes in existing structures for example floor slab etc., the electrical contractor shall determine their location and obtain approval of the Engineer-in-charge before carrying out the same.
- 7.1.8 Cables for road crossings shall be taken through ERC (Electrical Road Crossing) as shown in the cable layout drawings.

At road crossing and other places where cables enter pipe sleeves adequate bed of sand shall be given so that the cables do not slack and get damaged by pipe ends.

- 7.1.9 Ends of cables leaving trench shall be coiled & capped and provided with protective cover till such time the final termination to the equipment is completed.

7.2 Cables laid direct in ground

Cables shall be laid underground in excavated cable trenches where specified in cable layout drawings. Trenches shall be of sufficient depth and width for accommodation of all cables. Cables shall be properly spaced and arranged with a view of heat dissipation and economy of design. Maximum number of cable layers in trench shall be preferably limited to 5 layers.

Minimum depth of cable trench shall be 750 mm for LT Cables. The depth and the width of the trench shall vary depending upon the number of layers of cables as per EIC installation Standards

Cables shall be laid in buried trenches at depth as shown in the cable layout drawings. It is to be insured by the contractor that the bottom of buried trenches shall be cleared of all rocks, stones and sharp objects before cables are placed. The trench bottom shall be filled with a layer of sand. This sand shall be leveled and cables laid over it. These cables shall be covered with 150mm of sand on top of the largest diameter cable and sand shall be lightly compacted. A flat protective covering of 75 mm thick second class red bricks shall then be laid and the remainder of the trench shall then be back -filled with soil, rammed and leveled.

7.3 Cables laid in concrete trench

Cables shall be laid in cable tray with 3 tiers maximum in concrete trench as shown on layout drawings. RCC covers of trenches shall be effectively sealed to avoid ingress of chemical and oil in process area. Removal of concrete covers where required for the purpose of cable laying and reinstating them in their proper position after cables are laid shall be done by electrical contractor.

All wall openings/pipe sleeves shall be effectively sealed after installation of cables to avoid seepage of water.

7.4 Above ground cables

- 7.4.1 Cable laid on supporting angle in structures, columns and vertical run of cable trays shall be suitably clamped by means of G.I. saddles / clamps, whereas cables in horizontal run of cable trays shall be tied by means of nylon cords. Distance between supporting angles shall not exceed 600 mm.
- 7.4.2 All cable trays (other than galvanised trays) and supporting steel structures shall be painted before laying of cables. The under surfaces shall be properly degreased, de-rusted, de-scaled and cleaned. The painting shall be done with one coat of redoxide zinc chromate primer. Final painting shall be done with two coats of approved bituminous aluminium paint unless otherwise specified.
- 7.4.3 Where cables rise from trench to motor, lighting panel, control station, junction box etc., they shall be taken in GI pipe for mechanical protection upto a minimum of 300 mm above grade. Cable ends shall be carefully pulled through conduit to prevent damage to cable.
- 7.4.4 All G.I. Pipes shall be laid as per layout drawings and site conditions. Before fabrication of various profiles of pipes by hydraulically operated bending machine (which is to be arranged by the contractor) all the burrs from the pipes shall be removed. GI Pipes having bends shall be buried in soil/concrete in such a way that the bend shall be totally concealed. For G.I. pipes buried in soil, bitumen coating shall be applied on the buried lengths, Installation of G.I. pipes shall be undertaken well before paving is completed and necessary co ordination with paving agency shall be the responsibility of Electrical Contractor.

Following guide shall be used for sizing of G.I. pipe.

- a) 1 cable in a pipe - 53% of pipe cross-sectional area occupied by cables.
- b) 2 cables and above cables in a pipe - 40% of pipe cross-sectional area occupied by cables.

7.4.5 After the cables are installed and all testing is complete, conduit ends above grade shall be plugged with a suitable weatherproof plastic compound/bitumen/suitable sealing compound. Alternatively rubber bushes shall be employed for the purpose of sealing.

7.4.6 GI PIPES All the pipes supplied shall be suitable for cable drawing, without any internal burrs, smooth internal surface and threaded at both ends with coupling at one end Class „B“ type GI pipes as per IS shall be used for the following cable routes: a. Cables running on floor shall be laid in buried pipes. b. All cables laid upto a level +200mm from floor level shall be in GI pipes. c. Cables crossing road, entering building from outside through wall/foundations etc. shall be laid in GI pipes. d. All GI pipes shall have a suitable fish wire for drawing cable.

8. TERMINATIONS

8.1 All XLPE cables up to 1100V grade shall be terminated at the equipment by means of compression type cables glands suitable for the cable size. They shall have a screwed nipple with conduit electrical threads and check nut. The cables shall be identified close to their termination points at both the ends of cable (cable numbers shall be punched on aluminium straps 2 mm thick and securely fastened to the cable, wrapped around it) and also along the route at recommended intervals, by cable tag numbers.

All cable entries for outdoor termination shall be preferably through bottom. Outdoor cable termination through top of equipment shall not be permitted.

8.2 Power cables cores wherever colour coding is not available shall be identified with red, yellow and blue PVC tapes. Where copper to aluminium connections are made, necessary bimetallic washers shall be used.

8.3 In case of control cables, all cores shall be identified at both ends by their terminal numbers by means of PVC ferrules suitable for core size. Wire numbers shall be as per manufacturer's schematic/ wiring/inter-connection diagram. All unused spare cores of control cables shall be neatly bunched and ferruled with cable tag at both ends, for future use.

For trip circuit identification additional red ferrules shall be used only in the particular cores of control cables at the termination points in the Switchgear/ Control panels and Control Switches.

8.4 Contractor shall drill holes for fixing glands wherever necessary. Gland plate shall be of non-magnetic material/ aluminium sheet in case of single core cables. All unused cable

entries on equipment/panels shall be plugged/sealed.

- 8.5 The cable shall be terminated at electrical equipment/switchboards through glands of proper size. The individual cores shall then be dressed and taken along the cables ways or shall be fixed to the panels with polyethylene straps . The cable glanding shall be done as per manufacturer's instructions. Cable armour shall not be exposed after termination is complete. In case of termination of cables at the bottom of a panel over a cable trench having no access from the bottom close fit holes shall be drilled in the gland plate for all the cables in one line, then gland plate shall be split in two parts along the centre line of holes. After fixing bottom plate, uncovered cable holes/gaps shall be sealed with cold setting compound.
- 8.6 Crimping of lugs to cable leads shall be done by hand crimping / hydraulically operated tool as per requirement. Insulation of the leads shall be removed before crimping. Conductor surface shall be cleaned and shall not be left open. Suitable conducting jelly shall be applied on the conductor lead. Lugs shall enclose all strands of cable core. Cutting of strands shall not be allowed.
- 8.7 The contractor shall bring to the notice of Engineer-in-charge any mismatch in cable glands, lugs provided with the equipment vis-a-vis to the cable size indicated in cable schedule for taking corrective action.
- 8.8 The cable joints in power and control cables shall be avoided as far as possible. In case a joint is unavoidable, the followingshall be insured:
- The number of joints shall be restricted to minimum as far as possible.
 - The location of joints shall be identified with permanent markers.
 - No joints shall be allowed in hazardous areas without the approval of Engineer-in-charge.

The jointing and termination of medium voltage power cables shall be carried out by trained personnel only. Jointing and termination of high voltage cables shall be done by skilled and experienced jointer duly approved by Engineer-in-charge. Only type tested termination kits of approved make shall be used.

- 8.9 No unauthorized repairs, modifications shall be carried out on the hazardous area equipment terminal boxes and junction boxes. Damaged enclosures of hazardous area equipment shall be brought to the notice of Engineer-in-charge by contractor. After termination is complete, all the bolts, nuts, hard wares of terminal box shall be properly placed in its position and tightened.

9. TESTING AND COMMISSIONING

- 9.1 Field testing and commissioning of electrical installation shall be carried out as per specification and relevant Indian standards.
- 9.2 Before energizing, the insulation resistance of every circuit shall be measured from phase to phase, phase to neutral and from phase/ neutral to earth.
- 9.3 Where terminations are required in circuits rated above 650 volts, insulation resistance of each length of cable shall be measured before terminating. After completion of terminations measurements shall be repeated.
- 9.4 For cables up to 1.1 kV grade 1000 V Megger shall be used.
- 9.5 Cable schedule, cable layout drawings, Interconnection drawings shall be marked by contractor's 'AS BUILT STATUS' and two sets of copies shall be submitted to EIC/Owner.

10. PACKING AND DESPATCH

- 10.1 Cables shall be dispatched in non-returnable wooden or steel drums of suitable barrel diameter, securely battened, with the take-off end fully protected against mechanical damage. The wood used for construction of the drum shall be properly seasoned, sound and free from defects. Wood preservatives shall be applied to the entire drum. Ferrous parts used shall be treated with a suitable rust preventive finish or coating to avoid rusting during transit or storage.
- 10.2 On the flange of the drum, necessary information such as project title, manufacturer's name, type, size, voltage grade of cable, length of cable in meters, drum no., cable code, BIS certification mark, gross weight etc. shall be printed. An arrow shall be printed on the drum with suitable instructions to show the direction of rotation of the drum.
- 10.3 A tolerance of ± 3 % shall be permissible for each drum. However, overall tolerance on each size of cable shall be limited to ± 2 %. Offers with short / non- standard lengths are liable for rejection. If non-standard drum lengths are specified in the data sheet, the same shall be supplied.

TENDER NO: «GGPL/KKD/C&P/2561/2019-20/05»



TECHNICAL SPECIFICATION FOR LIGHTING **SYSTEM**

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1.0 SCOPE

This specification defines the requirements for the supply of equipment, materials, installation, testing and commissioning of the lighting system (lighting fixtures, lighting/power distribution etc.).

2.0 CODES AND STANDARDS

2.1 The work shall be carried out in the best workmanlike manner, in conformity with this specification WGI Installation Standards, and the relevant specifications/ codes of practice of the Bureau of Indian Standards.

2.2 In addition to the above it shall be ensured that the installation conforms to the requirements of the following as applicable:

- a) Indian Electricity Act and Rules.
- b) Regulations laid down by CEA/Electrical Inspectorate.
- c) Regulations laid down by CCE/DGMS (as applicable).
- d) The petroleum rules (Ministry of Industry Government of India).
- e) Any other regulations laid down by central/state/local authorities and Insurance agencies.

3.0 EQUIPMENT SPECIFICATIONS

All materials, fittings and appliances to be supplied by the contractor shall be new, unused and of the best quality and shall conform to the specifications given hereunder. These shall be manufactured in accordance with the latest revision of the specifications of Bureau of Indian Standards/International standards. In the absence of any specifications for a particular item, contractor shall bring material samples along with proven track record to site and get the same approved by Engineer-in-Charge/Owner before installation.

3.1 Lighting and Power Distribution Board

Lighting and Power DBs shall be of sheet steel construction (2mm thickness) and shall be dust and vermin proof, suitable for surface or flush mounting on wall surface type. The DBs shall be indoor type. Indoor type DBs shall have IP54 degree of protection. The LDBs shall be of reputed make and MCBs used shall be of reputed make as per the approved list of the Makes. The MCBs shall be rated for 10 kA fault rating. Each LDB shall be provided with ELCB and MCB of adequate rating and type (TPN/DP as required) on the incoming side and required nos. of MCBs on the outgoing side. Minimum 20% spare MCBs shall be provided on the outgoing side. All metal surfaces shall be cleaned free of rust, given a coat of red-oxide primer and finished with two coats of epoxy based paint of shade 632 of IS 5.

Lighting and Power DBs shall have FP incoming feeder and single/three phase outgoing feeders. Lighting circuit feeders shall be rated for 10/16 amps and power circuit feeders shall have current rating of 16Amps. DBs shall be equipped with phase and neutral bus bars of required current carrying capacity. The outgoing feeders shall be provided with single pole miniature circuit breakers (MCBs) for safe areas and double pole MCBs for hazardous areas. Miniature circuit breakers shall be mounted in such a way that the

operating levers shall not be projected outside the door cover. Only the indication lamps and meters and pushbuttons shall be projected outside or mounted on the panel door. A hinged door to cover the operating knobs shall be provided. In addition, a circuit diagram indicating incomer details and outgoing details viz. Circuit number, circuit rating, load connected and details of the load shall be pasted inside the panel. Also a laminated copy of the diagram shall be provided inside the panel in a suitably, designed pocket. Two external earthing studs for connection to the plant earthing grid shall be provided on the panel. Further, the panel shall be provided with an earth bus bar with terminal studs for connection to the third core of each outgoing circuit. Each circuit phase and neutral shall be given ferrule numbers. Complete wiring inside the panel, shall be neatly bunched with PVC tape and button. Sufficient terminals shall be provided in the terminal block so as to ensure that no more than one wire (core) is connected to a terminal. The panel shall have knock out holes or removable gland plate for the entry of incoming and outgoing conduits or cables from bottom.

Wherever the size of incoming cable to lighting, power DBs is more than 35 sq. mm a suitable cable adapter box shall be provided and attached to the panel. The incoming cable leads shall be connected to terminal block (bolted type terminals) of required size. This terminal block shall be connected to FP incomer unit through separate PVC insulated copper conductor wires/bus bars. Sufficient space shall be provided (200 to 250mm) between gland plate and the bottom of terminal block for easy termination.

3.2 Lighting fixtures

The types, makes and catalogue numbers of various types of industrial/flameproof lighting fixtures shall be selected suitable for this project application (CNG stations) from the approved or reputed vendors. The electrical contractor shall provide the catalogues & data sheets for the selected light fitting for the approval of EIC before purchasing it. LED lighting fixtures shall be complete with ballast, starters and capacitor, as required. The fixtures shall be of high power factor type i.e. at least

0.9 or more.

3.3 Switches

Switches, manufactured in accordance with IS: 13947 shall be used for non hazardous areas. Switches in areas where concealed wiring has been adopted, shall be flush mounting piano type unless otherwise specified. For surface conduit wiring, piano type switches in surface mounted box shall be provided.

3.4 Outlet Boxes

The outlet boxes used as point outlets shall be prefabricated type 65mm deep junction boxes. Outlet boxes custom fabricated for fixtures, shall be made of M.S. Sheet having minimum thickness of 1.6mm. Outlet boxes shall be galvanized after fabrication. These shall be complete with terminal block suitable for connection of wires up to 4 sq. mm. Front cover plate shall be of 3mm thick bakelite / PE sheet. The sheet shall extend at least 2 mm on all sides of outlet box. Cover plate shall be fixed by cadmium plated brass

screws and cup washers. Outlet boxes shall be provided with adequate number of knock outs on all the sides for ease of wiring either with conduits or without conduits.

3.5 Conduit and Accessories

Conduits for Electrical installations shall conform to IS: 9537. The type of conduit is GI. GI conduit shall be of 1.6mm thick and concealed type shall be used.

3.6 Lighting Poles

Lighting poles shall be fabricated (as per installation Drawing) from steel tubular pipes of specified section, with joints, swaged together when hot and bevelled on outside edges. Poles shall be coated with bituminous preservative solution on the ground portion of the outside surface. Remainder of the outside surface shall be given one coat of red oxide primer and finished with two coats of aluminium paint. A flameproof marshalling box/ junction box shall be fixed near the bottom for lighting fixture cable entry looping in and looping out connection.

3.7 Wires

Wires shall be FRLS XLPE insulated and shall be of 660/1100 Volts grade as per IS:7098. Conductor shall be of stranded copper and size shall be minimum 2.5 Sq. mm for lighting. Red/Yellow/blue wires for phases, black wire for neutral and green wire for earth shall be used (size of earth wire shall be same as for phase and neutral size). Wire size for air conditioning circuit feeders shall be as indicated in the SLD/cable schedule.

4.0 LIGHTING SYSTEM

4.1 GENERAL

- 4.1.1 The lighting fixtures in the plant shall be fed from lighting DB. All outdoor lighting shall be group controlled manually or through synchronous timer.
- 4.1.2 The lighting layouts furnished by owner will indicate approximate locations of lighting fixtures. The electrical contractor shall determine, with approval of Engineer-in-Charge, the exact locations of each fixture in order to avoid interference with piping or other mechanical equipment and also with a view to obtain as much uniform illumination as practicable, and to avoid objectionable shadows. Conduits/cables shall be laid out by the contractor to suit field conditions and as per directions of the Engineer-in-Charge.
- 4.1.3 The minimum height of any lighting fixture shall be preferably not less than 6.0 meters above the ground level in outdoor plant area.
- 4.1.4 All outdoor cable terminations to DBs shall be through bottom. Top entries for cables shall be avoided to avoid water entry. All cable glands for outdoor terminations shall be double compression type and the gland shall be covered with PVC or rubber boot shroud. All unused cable entries shall be plugged with suitable blanking plugs.
- 4.1.5 Mounting height of equipment shall be as under:-

Top of Switch Box : 1200mm from FFL

(Finished floor level) Top of Lighting/power DB : 1800 mm from FFL.

5/15 Amp. Receptacle : 1200 mm for process areas and industrial sheds

Lighting fixture : As indicated in layout drawing

4.1.6 For indoor building, fixtures shall be suspended from concrete surfaces with the help of anchor fasteners. In such cases special care shall be taken to see that anchoring is firm. In places where ceiling fans are provided, lighting fixtures shall be suspended below the level of fan to avoid shadow effect.

4.1.7 Circuit cables in a group shall be cleated to structure by using galvanised strip clamps or cable run in cable trays wherever trays are available. Spacers and cleats shall be of required size to accommodate the cables. All hardware shall be galvanised or zinc passivated. Underground lighting cables (in paved areas) shall be taken in suitable G.I. sleeves buried at a minimum depth of 300mm from FFL. GI pipe sleeves shall be extended to 300mm above FFL. For plant areas, lighting cable shall be directly buried and shall be taken out to the pole JB through pipe sleeve embedded in pole concrete foundation. Exact termination/layout of G.I. pipes (for protection of cables) shall be decided at site as per site convenience in consultation with Engineer-in-charge.

4.1.8 Wiring for all outlet sockets shall be done with 3 cores of equal sizes for phase, neutral and earth. The terminals of switch sockets shall be suitable to receive the size of wire specified.

4.1.9 All lighting fixtures shall be provided with terminal block with required terminals suitable for connection of wire up to 2.5 sq. mm copperconductor.

4.1.10 The cable shall be straightened after unwinding it from the drum. All cables be clamped/laid in straight run without any sag and kink.

4.1.11 For location where fan points are shown, fan hooks with junction box shall be provided during concreting. Where fan hooks and J.Bs. are provided separately JB shall be located within a distance of 300mm from hook for mounting of ceiling rose.

4.1.12 Industrial type plug sockets with 25A MCB or rating shall be provided at a height of 500mm from FFL for window AC units. Socket outlets and plugs for installation in electrical building, workshop, maintenance shop etc. shall be of industrial metal clad type.

4.2 Conduit System

4.2.1 C o n c e a l e d conduit system of wiring shall be adopted, as specified in the drawings. Required number of pull boxes shall be used at intervals to facilitate easy drawing of wires.

Separate conduit shall be run for lighting and power circuits. Conduit layout shall be decided at site as per site conditions. Drop conduits for switch boards shall be decided by contractor as per wall locations shown in Architectural drawings.

- 4.2.2 Only threaded type conduit fittings shall be used for metallic conduit system. Pin grip type or clamp type fittings are not acceptable. Conduit ends shall be free from sharp edges or burrs. The ends of all conduits shall be reamed and neatly bushed.

Conduit shall be of minimum 25mm dia. Maximum number of wires permissible in a conduit shall be seven/nine for wire size of 2.5 sqmm/1.5 sqmm, respectively.

- 4.2.3 The conduit shall not be exposed anywhere in the building. In canopy area, conduit shall be concealed type.

- 4.2.4 Where concealed wiring is done, junction boxes (65mm deep) shall be used so as to rest on shuttering properly. Conduits shall be laid above reinforcement. All conduit connections shall be properly screwed and Junction box covers shall be properly fitted so as to avoid entry of concrete slurry.

- 4.2.5 Where concealed wiring is to be adopted, conduits shall be laid in time before concreting of the slab. Pull wire (GI or steel) shall be provided inside conduit for the ease of wire pulling. The contractor shall coordinate his work with other agencies involved in the civil works in such a way, that the work of the other agencies is not hampered or delayed. Vertical conduit runs shall be made in wall before plastering is done so as to avoid chasing. Where chases are made for conduit run contractor shall fill these chases or any other openings made by them after completing the work and patch the surface. During installation, care shall be taken to see that proper covers are provided to prevent rusting of conduits. Locations of all point outlets, junction boxes shall be marked with brick powder or sand so that these are easily identified after shuttering removal. As built conduit layout drawing shall be submitted by contractor after completion of the work.

- 4.2.6 All bends and other accessories shall be of the same material as that of conduit and shall have the same protective coatings. All junction boxes shall be MS chromium plated.

- 4.2.7 The conduit system shall be tested, for mechanical and electrical continuity and shall be permanently connected to earth by means of approved type of earthing clamps.

4.3 Hazardous Area

- 4.3.1 Wiring in hazardous area shall be done by using minimum 2.5mm² copper conductor FRLS, XLPE armoured cable. Circuit wiring feeding hazardous areas shall be controlled by two pole switches/MCBs (for phase as well as neutral isolation).

- 4.3.2 Correct type of lighting equipment (fixtures and JBs) with regard to hazardous protection as specified in the drawing, shall be installed for the areas classified as Zone I, Zone 2 etc.

- 4.3.3 Hazardous area yard lighting shall be pole mounted type. Lighting pole shall be steel tubular swaged type same as pole used for street lighting fixtures. The terminations in the

junction boxes and the lighting fittings shall be done avoiding possibility of loose connections due to vibrations. After the terminations are made the cover of the junction boxes and the lighting fittings shall be closed properly with all bolts and hard wares in correct position, retaining its explosion and weather protections.

- 4.3.4 Cable glands for terminating cable on flameproof equipment shall be of double compression FLP type. Any material/equipment specified to be supplied by contractor for installation in hazardous areas, shall be tested by CMRI and duly approved by C.C.E. or DGMS or any other applicable statutory authority. All indigenous FLP equipment shall also have valid BIS license as required by statutory authorities.

4.4 Building Lighting

- 4.4.1 The type of wiring system shall comprise surface/concealed conduit system or cable wiring as specified on layout drawings.
- 4.4.2 All lighting fixtures in indoor building shall be ceiling mounted. Mounting details of fixtures shall be indicated on the drawings.
- 4.4.3 Wiring in areas above false ceiling shall be done in Surface Conduit (25mm dia GI conduit) suitably clamped to the true ceiling. Vertical drops from true ceiling for DBs, switches, receptacles etc. shall be taken in 25mm dia PVC conduit concealed in walls up to switchboards/DBs. Lighting fixtures shall be supported from true ceiling. Exact location of fixtures shall be finalized in co-ordination with air-conditioning layout, DBs layout and false ceiling grid layout. To facilitate easy maintenance 'Looping back system' of wiring shall be followed throughout. Accordingly supply tappings and other interconnections including for earthing are made only at fixture connector blocks or at switch boards. Required number of junction boxes shall be used at intervals for wire pulling and inspection.
- 4.4.4 All wires in conduit shall be colour coded as specified. Each circuit shall have independent phase neutral and earth wire. However when group of circuits are run in a single conduit the earth wire can be common.
- 4.4.5 Building conduit lighting system of wiring where measurement is done on point wiring basis generally consists of two parts. The first part is the circuit wiring which includes the work necessary from lighting panel up to switch box and from switch box to another switch box . The second part is the point wiring which shall include the work necessary from tapping point in the switch box upto various fixtures or fan outlets/ceiling roses.
- 4.4.6 In no case, two different sources or two different phases of supply shall be combined in one switchboard.
- 4.4.7 Switches for light fixtures/exhaust fans in battery room shall be provided outside the Battery room.

4.5 Street Lighting

- 4.5.1 Street lighting poles to be located on road side shall be installed at a minimum distance of 300mm from the edge of the walkway of the road. Size of wires from marshalling box / Junction box up to fixture shall be min. 2.5mm², copper conductor XLPE insulated FRLS.
- 4.5.2 Each pole shall be earthed at one point by connecting to the plant earth grid as shown on Installation standards.
- 4.5.3 Street lighting fixture shall be mounted on steel tubular poles as per standard drawings. The foundation for the street lighting poles will be made by electrical contractor. Street lighting poles shall be supplied with a base plate.
- 4.5.4 The poles shall be numbered as per the drawings/ directions of Engineer in-charge.

5.0 TESTING AND COMMISSIONING

- 5.1 Lighting installation shall be tested and commissioned by installation contractor as per Owner's specifications.

Pre-commissioning checks and tests, shall include but not be limited to the following:

- a) The insulation resistance of each circuit without the lamps (load) being in place shall be measured and it should not be less than 500,000 ohms. (Between phases, phases to neutral, phase/neutral to Earth).
- b) Current and voltage of all the phases shall be measured at the lighting panel bus bars with all the circuits switched on with lamps. If required load shall be balanced on the three phases.
- c) The earth continuity for all socket outlets shall be checked. A fixed relative position of the phase and neutral connections inside the socket shall be established for all sockets.
- d) After inserting all the lamps and switching on all the circuits, minimum and maximum illumination level shall be measured in the area and recorded.
- e) It shall be ensured that switch provided for ON/OFF control of point (light/fan/socket) is only on phase (Live) side.
- f) Operation of ELCB's shall be checked.

(g) Contractor shall duty fill in all the above test results and submit the test reports to Engineer-in-Charge in triplicate.

5.2 All lighting layout drawings shall be marked by contractor for 'AS BUILT STATUS' and two sets of copies shall be submitted to Owner/EIC.

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TECHNICAL SPECIFICATION FOR EARTHING **SYSTEM**

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1.0 SCOPE

This specification defines the requirements for the supply of earthing materials and installation of the earthing systems.

2.0 CODES AND STANDARDS

2.1 The work shall be carried out in the best workman like manner / conformity with this specifications, owner's installation Standards, layout drawings, the latest edition of relevant specifications, codes of practice of Bureau of Indian Standards and OISD Standards listed below:

SP: 30 (BIS) Special Publication – National Electrical Code

IS: 2309 Protection of buildings and allied structures against lightning. IS: 3043 Code of practice for earthing

IS: 7689 Guide for control of undesirable static electricity. OISD 110 Recommended practices on static electricity

OISD 147 Inspection and safe practice during electrical installation.

2.2 In addition to the above it shall be ensured that the installation conforms to the requirements of the following as applicable:

- Indian Electricity Act and Rules.
- Regulations laid down by CEA/Electrical Inspectorate.
Regulations laid down by CCE/DGMS (as applicable).
- The petroleum rules (Ministry of Industry Government of India).
- Any other regulations laid by central/state/local authorities and Insurance agencies.

3.0 MATERIAL SPECIFICATIONS

3.1 All materials and hardwares to be supplied by the contractor shall be new, unused and of best quality and shall conform to the specifications given here under and to latest specifications of Bureau of Indian Standards. Contractor shall bring material samples to site and get it approved by Engineer-in-charge before installation.

3.2 The main grid conductor shall be hot dip galvanized G.I. strip. Sizes for main conductors shall be marked on the drawings. Thickness of hot dip galvanizing shall not be less than 75 microns. Earth electrodes shall be

as per owner's standard drawing.

4.0 EARTHING NETWORK

4.1 This consists of main earth conductor (grid conductor) forming a closed ring network with required number of earth electrodes connected to it to provide a common earth for electrical devices and metallic structures. From each earth electrode two distinct connections shall be made to the main earth conductor. The earth plates shall be used for taking multiple earth connections to two or more equipment.

4.2 The main earth conductor shall be directly buried or laid along cable trays/cable trench as indicated on the earthing layout drawing. Where installed in lined cable trenches, it shall be firmly cleated to the sidewall of concrete trenches using GI clamps at interval of 400 mm to 500 mm and near to the termination end. The earthing conductor shall run in trench along cable trays route. The cable trays on the same cable route shall be earthed at a regular interval of 10 meter. The earthing for equipment shall be tapped from the main earth conductor and not from cable tray support structure. Earth conductor when laid underground shall be at a depth of 600 mm below finished grade level.

4.3 Joints and tapping in the main earth loop shall be made in such a way that reliable and good electrical connections are permanently ensured. All joints below grade shall be welded and shall be suitably protected by giving two coats of bitumen and covering with Hessian tape. Earth strip laid above ground shall be welded across straight through joints and joints shall be suitably protected by giving two coats of bitumen to avoid oxidation and insulation film formation of the strip surface. When two earth strips are to be jointed by means of welding, lap welding with an overlapping of strip equivalent to double the width of the strip and all four sides shall be continuously welded. All joints at tapping above ground shall be by means of connector/lugs. A minimum of two bolts of adequate size shall be used for this purpose. Earthing strip joints at earth plate and equipment shall be through GI bolts, nut etc.

5.0 INSTALLATION OF EARTH ELECTRODE

5.1 Earth electrodes shall be installed as shown in the earthing layout drawing and in accordance with the standard drawings. Earth pits shall be constructed & located as per the IS: 3043 and consist of 3m long, 65 mm N.B (76mm outer dia) GI pipe electrode and their location shall be marked to enable accurate location by permanent markers.

- 5.2 All earth electrodes shall preferably be driven to a sufficient depth to reach permanently moist soil. Electrodes shall preferably be situated in a soil which has a fine texture and which is packed by watering and ramming as tightly as possible. Wherever practicable, the soil shall be dug up, all lumps broken and stones removed from the immediate vicinity of the electrodes. Earth pit with all accessories shall be provided as per drawings.
- 5.3 All earth electrodes shall be tested for earth resistance by means of standard earth test meter. The tests shall take place in dry months, preferably after a protracted dry spell.
- 5.4 The electrodes shall have a clean surface, not covered by paint, enamel, grease or other materials of poor conductivity.
- 5.5 Earth electrodes shall be located avoiding interference with road, building foundation, column etc.
- 5.6 The disconnect facility shall be provided for individual earth pits to check their earth resistance periodically.
- 5.7 The distinct No. shall be provided on all earth electrode as per approved drawing. Earth resistance, date shall be marked on a plate above grade level.

6.0 CONNECTION

All electrical equipment is to be suitably earthed The earth system connections shall generally cover the following:

- Equipment earthing for personnel safety.
- System neutral earthing
- Static and lightning protection

6.1 The following shall be earthed.

- System neutral - should not be connected to
- Current and potential transformer secondary neutral
- Metallic non-current carrying parts of all electrical apparatus such as transformers, switchboards, bus ducts, motors, neutral earthing resistors, capacitors, UPS, battery charger panels, welding receptacles, power sockets, lighting/power panels, control stations, lighting fixtures etc.
- Steel structures/columns, rail loading platforms etc.
- Cable trays and racks, lighting mast and poles
- Storage tanks, spheres, vessels, columns and all other process equipment.
- Fence and Gate for electrical equipment (e.g. transformer, yard etc.)

- Cable shields and Armour
- Flexible earth provision for Wagon, Truck

Conductor size for branch connection to various equipment shall be as per Owner's Installation Standards unless otherwise stated on earthing layout drawings.

- 6.2** All process pipelines shall be bonded and earthed at the entry and exist points of battery limit of hazardous area.
- 6.3** Steel pipe racks in the process units and offsite area shall be earthed at every 25 meters.
- 6.4** Equipment foundation bolts shall not be used for earthing connection.

6.5 LIGHTNING PROTECTION

Lightning protection shall be provided for the equipment, structures and buildings as shown on layout drawing. An independent earthing network shall be provided for lightning protection. Lightning protection system shall generally comprise lightning finials (air terminals), roof conductors, down conductors, test links, and earth electrodes. The number, types, materials and sizes shall be in accordance with the drawings. Air terminals shall be mounted on top of buildings or structure as required. All air terminals shall be inter-connected with roof conductors, pipes, hand rails or any other metallic projection above the roofs shall also be bonded to the roof conductors. Down conductors from air terminals or from roof conductors shall be routed as directly as possible to the test links on earth buses, with minimum bends. All provisions regarding connections of conductors for equipment earthing system shall also apply to lightning protection system. In corrosive atmospheres, plumbing metal for corrosion protection shall cover lightning finials or air terminals.

Self conducting structures having metal thickness of more than 4.8mm may not require lightning protection with aerial rod and down conductors. They shall, however, be connected to the earthing system, at least, at two points at the base of equipment. All major structural steel, stacks, vessels and process equipment likely to become charged with static electricity shall be solidly connected to the earthing system. Lightning protection is provided for building and structures whose risk index is more than 10^{-5}

- 6.6** The main earthing network shall be used for earthing of equipment to protect against static electricity.
- 6.7** All medium and high voltage equipment (above 250V) shall be earthed by two separate from the electrical earthing system.

- 6.8 Plant instrument system clean earthing shall be separate from the electrical earthing system.
- 6.9 All paint, scale and enamel shall be removed from the contact surface before the earthing connections are made.
- 6.10 All earthing connections for equipment earthing shall be preferably from the earth plate mounted above ground wherever provided.
- 6.11 Earth connections shall be made through compression type cable lugs/by welded lugs/bolted connection as indicated in drawing .
- 6.12 All hardware used for earthing installation shall be hot dip galvanized or zinc passivated. Spring washers shall be used for all earthing connections and all connections adequately locked against loosening.
- 6.13 Lighting fixtures and receptacles shall be earthed through the extra core provided in the lighting circuit/cable for this purpose.
- 6.14 The reinforcements of electrical building and the electrical building floor shall be connected to main earth grid.
- 6.15 In electrical room an earth grid shall be formed using GI flat to which each equipment earth strips will be connected. The GI flat shall be taken out of the room and connected to the raisers provided. These raisers shall be taken out from the below ground buried main earth grid formed by means of connecting all earth pits

7.0 TESTING AND COMMISSIONING

- 7.1 Earthing systems/connections shall be tested as follows:
- 7.2 Resistance of individual earth electrodes shall be measured after disconnection it from the grid by using standard earth test meggar.
- 7.3 Earthing resistance of the grid shall be measured after connecting all the earth electrodes to the grid. The resistance value of an earth grid to the general mass of earth shall be as follows:
- Earthing resistance of the grid shall be measured after connecting all the electrodes to the grid.
The resistance between any point on the metallic earth grid and the general mass of earth shall not exceed 1 ohm.
 - For lightning protection, the value of 5 ohms as earth resistance shall be desirable, but in no case it shall be more than 10 ohms.
- 7.4 The resistance to earth shall be measured typically at the following points:
- a) At each electrical system earth or system neutral earth.

- b) At each earth provided for structure lightning protections.
- c) At one point on earthing system used to earth electrical equipment enclosures.
- d) At one point on earthing system used to earth wiring system, enclosures, such as metal conduits and cable sheaths or Armour.
- e) At one point on fence enclosing electrical equipment.

7.5 All earthing layout drawings shall be marked by contractor for 'AS BUILT STATUS' and two sets of copies shall be submitted to EIC/Owner.

8.0 TEST PROCEDURE

The Contractor shall fill up the Test Report after the completion of the tests and shall submit it to the EIC/Owner duly signed for his approval and acceptance.

INSTALLATION TESTING REPORT - EARTHING INSTALLATION

- 1.0 Earthing System Data
 - 1.1 Type of Electrodes
 - 1.2 Total number of electrodes
 - 1.3 Main earth grid size
 - 1.4 Material

- 2.0 General Checks (Tick if it is in order Otherwise give details)
 - 2.1 Construction of earth pits and Installation of ground electrodes as per layout drawing
 - 2.2 Size of earth conduct for various Equipment as per layout drawing
 - 2.3 Minimum distance kept between Two electrodes
 - 2.4 Welding at the joints are properly made:

- 3.0 Tests
 - 3.1 Measured earth resistance of each electrode in Ohms
 - No.1
 - No.2
 - No.3
 - No.4
 - No.5

 - 3.2 Measurement of earth grid resistance (with all electrode connected to

grid) :

- a) At each electrical system or System neutral earth
- b) At one point on each earthing system used to earth electrical Equipment enclosure.

9. EQUIPMENT EARTHING CONDUCTOR SIZES

Required sizes for earthing conductors shall have to be established by design calculations. An earthing schedule giving the type/ sizes of earthing conductors for different equipments is given below. The sizes given below are indicative and minimum only.

TYPE OF EQUIPMENT	CONDUCTOR SIZE
Main buried/above ground Earth grid	50mm × 6mm GI Strip
Transformer	50mm × 6mm GI Strip
LV switchboard	50mm × 6mm GI Strip
Distribution boards, UPS, Battery rack	25mm × 3mm GI Strip
Motors up to 3.7 kW	25mm × 3mm GI Strip
Motors above 3.7 kW to 110 kW	25mm × 3mm GI Strip
Motors above 110 kW	40mm × 5mm GI Strip
Tanks, vessels, Columns, Heat Exchangers & other major process equipment	40mm × 5mm GI Strip
Push button stations	25mm × 3mm GI Strip
Street light poles	25mm × 3mm GI Strip
Lighting transformer	25mm × 3mm GI Strip
Bonding of pipe	25mm × 3mm GI Strip
Bonding between cable trays	25mm × 3mm GI Strip
Lighting fixtures, sockets	25mm × 3mm GI Strip
Compressor skid	40mm × 5mm GI Strip
Cascade/ Dispenser	25mm × 3mm GI Strip

NOTE:-

1. Green color sleeving (about 50mm length) shall be provided at both ends to denote earthing.

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TECHNICAL SPECIFICATION FOR **SERVO STABILIZER**

Specification Qty. SERVO 40 KVA 8Nos. SERVO MOTOR OPERATED LINE VOLTAGE for 3Phase Voltage Range 380 to 480V with constant output voltage of 415V

- The servo voltage stabilizer shall be copper wound, oil cooled, servo controlled, Three phase voltage and Neutral stabilizer with automatic/Manual designed for input voltage range of 380V to 480V and output voltage of 415V with frequency 50Hz of AC supply and must have bypass switch .
- The rate of correction of voltage shall not be less than 8V per second between phase and neutral.
- The no load current shall not be more than 5% of the rated output current. The Stabilizer shall be totally dry powder coated from outside and zinc chromate painted from inside.
- Panel should be screen printed. The unit shall be housed in steel case of suitable thickness having wheels with sturdy construction to withstand the rigorous shifting movement, repair works and handling. The unit shall be supplied with first filling of oil.
- The automatic voltage stabilizer shall be provided with the following accessories:-
 - a. Indicating lamps — Mains ON/under voltage/over voltage.
 - b. Audio alarm when the input voltage exceeds beyond limit or overload (Acceptable make AE, L&T, GE, Schneider Elect).
 - c. Voltmeter for input and output voltage with selector switch (Acceptable make AE, L&T, GE, Schneider Elect).
 - d. Switch to change over from automatic to manual operation.
 - e. Auto/manual — raise/lower push button.
 - f. Ampere meter for input and output current with selector switch. (Acceptable make AE, L&T, GE, Schneider Elect).
 - g. Alarm — optional.
 - h. Protection against high and low voltage, cut off alarm, its cancellation, short circuiting over load protection and earth fault relay.
 - i. By pass switch/on load change over switch to shift the load from the stabilizer and also to switch off the unit (Acceptable make L&T, Havells, GE)
 - j. Heavy terminal block and solid stage controlled circuits for input, output and earth connection these should be clearly marked.
 - k. Overload and short circuit protection at output side through suitable size of MCCB (Acceptable make, Havells, Seimens, Merlin Gerin, Schneider, Elect, Legrand).
 - l. Efficiency at full load more than 95%.The stabilizer should be conforming to IS 9815/1981.
 - m. The Transformer oil shall be conforming to IS 355 amended upto date with preferred makes as INDIAN OIL (Certificate from Manufacturer shall be enclosed along with the invoice).
 - n. Purity of copper shall be minimum 99.97% (Certificate from Manufacturer shall be enclosed alongwith the invoice).

- **The Three phase servo controlled automatic voltage stabilizer shall have the following features:**
- a. Continuous duty performance at ambient temperature 2°C to 55°C.
 - b. Stable and effective under system power factor and frequency fluctuation as well as over load upto 15% for one hour and under load upto 50% of the connected load.
 - c. Low internal impedance.
 - d. Negligible wave form distortion during starting, under operation and stopping condition.
 - e. Accommodating effect of higher starting current and should be able to recover from the shock.
 - f. No over shooting or hunting.
 - g. Should ensure fast correction of voltage according to voltage variation specified.
 - h. Capacity of the oil tank should be mentioned.
 - i. The stabilizer shall have a suitable breather with leak proof de-sludging and drain valve, transformer oil lifting hook for mechanical handling gauge of oil level, etc.
 - j. The stabilizer shall have inbuilt suitable tripping arrangement against input voltage going beyond specific range and to start automatically after time delay when the specified range of input voltage is restored in the system.
 - j. The tripping arrangement shall be clearly specified in the tender by the tenderer.
 - k. The stabilizer shall be marked with manufacturer(s) name; trade mark on the plate fitted on the stabilizer and should indicate its manufacturing S.No. KVA, rating, Range of input voltage and output voltage, rated output current frequency, no. Of phases, quantity of transformer oil and reference to the ISI standard.
 - l. In addition the following information relevant to servo stabilizer shall also be given on the rating plate.
 - e. Rated KVA
 - f. Rated Voltage
 - g. Type of supply
- The supplier shall at all times conduct his operation in such a manner so as to avoid any risk to human life or property. In addition, the supplier shall comply with all applicable safety standards, codes and regulations.
- period of maximum 48 hours from the time of call failure to resolve the call within the stipulated time on more than two occasions in a year will attract penalty of 10% of the order value. The 10% penalty shall be charged if the call remains unresolved for more than four days at a stretch.
- **INSPECTION AND TESTING:**
1. The equipment shall be inspected and tested before dispatch to the consignee by a reputed test house to be nominated by the consignee. The firms also shall have adequate testing facilities at

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their work. The scope of inspection shall include the tests prescribed in IS-9815 of 1994 and 8447 of 1989 as relevant to servo controlled voltage stabilizer for all protections. The inspection certificate should be furnished to the consignee.

2. The inspection charges, if any, shall be borne by the manufacturer/firm.
3. The stabilizer shall be subjected to following tests:
 - a. Insulation resistance test
 - b. High voltage test
 - c. Leakage current test
 - d. Output voltage test
 - e. No load current test
 - f. Measurement of no load losses
 - g. Load loss test and efficiency
 - h. Induced voltage test
 - i. Temperature rise test with short circuit method
 - j. Rate of correction test
 - k. Locked rotor test for Servo motor.

SECTION – V

SCOPE OF WORK

&

SPECIAL CONDITIONS OF CONTRACT

1.0. GENERAL INFORMATION

- 1.1. Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing and any other documents forming part of this contract wherever the context so requires.
- 1.2. 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.
- 1.3. Where any portion of the General Condition of Contract is repugnant, to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4. 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 cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5. In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the decision of EIC shall be final.
- 1.6. It will be Contractor's responsibility to bring to the notice of Engineer-In-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists
- 1.7. In the absence of any specifications covering any, material, design of work(s) the same shall be performed/supplied/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-In Charge, which will be binding on the Contractor.

2. SITE INFORMATION:

It is understood that before quoting the rates; the contractor has visited the work site and has acquainted himself fully with the nature and quantum of the job to be carried out by him.

Work is to be executed at any of the GGPL Mother Stations/ DCU layouts / DBS(s) of GGPL in the authorized GA's of East & West Godavari Districts as per directives of EIC

ELECTRICAL WORKS AT DAUGHTER BOOSTER STATIONS

- 3. TIME OF COMPLETION/CONTRACT PERIOD:** Contractor has to complete the entire work as per SOR within 3 months from the date of Intimation and handing over of site and the contract is of ARC basis for Two years.
- 4. TERMS OF PAYMENT:** 100% payment will be released within 15 days after submission of certified RA bill and after completion of work as per scope of work and successful testing and commissioning of entire electrical system.

NOTE: “As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction. Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement”.

Payment shall be made by Finance, through e-banking. Further payment shall also be released through RTGS / NEFT provided the bidder should submit the dully filled attached format. In no case payment shall be released by way of Cheque / Demand Draft / Bankers Cheque.

In the absence of the requisite documents, the bill shall be returned to the contractor.

No mobilization advance shall be paid by GGPL.

Income Tax as per rules of the total value of work shall be deducted as source.

5. SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB & STATUTORY OBLIGATIONS:

- a) Payment of adequate compensation: In case of any accident resulting in injury or death in respect of the personnel deployed by the CONTRACTOR during the execution of the work, the CONTRACTOR shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. CONTRACTOR shall indemnify GGPL from such liabilities.
- b) The CONTRACTOR/contracting firm shall indemnify GGPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the CONTRACTOR/contracting firm or his workers.
- c) Plant Gate Pass: The CONTRACTOR/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the CONTRACTOR or his authorized representative. The CONTRACTOR/contracting firm shall also be responsible for obtaining the gate passes from the concerned if required for their personnel.
- d) Supervision: The supervision of the personnel shall be done by the CONTRACTOR/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.

- e) Disciplined Operating crew: The CONTRACTOR shall be solely responsible for discipline of the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- f) Boarding & Lodging: No accommodation will be provided to the CONTRACTOR/contracting firm. Travelling and local conveyance will also be in Vendor's scope.
- g) Work Permits: If applicable, before undertaking the jobs, CONTRACTOR shall obtain all necessary permits from concerned/Engineer-in-charge to carry out the assigned jobs and same shall be returned after completion of job.
- h) Technicians/ supervisors deployed by the CONTRACTOR should be technically qualified for fulfilling the contractual obligation.
- i) The CONTRACTOR shall indemnify GGPL against all claims, demands, actions, cost & charges, etc. brought by any court, competent authority / statutory authorities against any act or acts of the CONTRACTOR or his CONTRACTOR or his workers.

6. PERIOD OF LIABILITY/ DEFECT LIABILITY:

The contractor shall guarantee the work done for a period of Twelve months from the date of completion of contract. Any damage or defect which may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or material maintained by him, or in the workmanship shall be rectified or replaced by the contractor at their own expense as deemed necessary by the GGPL or in case of default the GGPL may ask the same to be made good by any other agency and the expenses for same shall be deducted from the contractor's bill (of which the certificate of EIC shall be final) or from the security deposit).

7. PRS AGAINST MOBILIZATION & COMPLETION OF JOBS:

In case, CONTRACTOR fails to mobilize required resources within the mobilization period or delay in completion of work in all respects, a penalty shall be imposed at the rate of 0.5% per week or part thereof limited to 5% of the total contract value.

8. PENALTY CLAUSE FOR SAFETY VIOLATION:

Repeated violation of safety rules & regulation by the CONTRACTOR shall attract penalty as per details below:

- a) For first time violation of safety rules & regulation by CONTRACTOR, EIC will issue a warning letter to CONTRACTOR under intimation to Managing Director, GGPL.
- b) In case of second time violation of safety rules & regulations by same CONTRACTOR, EIC will call CONTRACTOR in person and will have a meeting to discuss reason for repetitive violation. A warning letter will also be issued by EIC to CONTRACTOR.
- c) In case of further violation, punitive fines will be imposed on CONTRACTOR, Amount of fine will be decided as per severity of violation of safety. However,

minimum fine would be Rs.10,000/- and in multiple of Rs.10,000/-, thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.

d) In case of consistent violation of safety rules & regulation by CONTRACTOR, GGPL reserves the right to take suitable action against CONTRACTOR including forfeiture of security deposit and termination of the contract and upon such termination the GGPL shall have the right to remove the CONTRACTOR's materials from site.

9. GUIDELINES FOR IMPOSITION OF PUNITIVE FINES AGAINST REPETITIVE VIOLATION OF SAFETY RULES & REGULATIONS DURING EXECUTION OF JOBS:

a) CONTRACTOR shall provide safety gears such as Helmet, Safety shoes, Cotton Uniform (Dangri) etc. No technician, helper will be allowed on duty without wearing the uniform and necessary safety wears.

b) CONTRACTOR shall maintain first aid facility for his employees, however first aid available with GGPL will be provided by GGPL if available. Remaining expenditure towards treatment of CONTRACTOR's employee will be borne by CONTRACTOR.

c) The CONTRACTOR shall have to take adequate security measure for security of their office, equipment, machinery, tool & tackles and material. In the case of theft or loss GGPL will not be held responsible.

d) All the employee of CONTRACTOR should observe the security and safety related rules and regulations introduced from time to time by GGPL, RAJAHMUNDRY management.

10. MANDATORY RESPONSIBILITY OF CONTRACTOR FOR COMPLIANCE OF LABOUR & INDUSTRIAL LAWS:

1. The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /GGPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.

2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify GGPL from such liabilities.

3. The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.

4. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, GGPL may terminate the contract.

5. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify GGPL for any action brought against him for violation, non-compliance of any Act, rules and

regulations of center/ state/ local statutory Authorities/ any court against any act or acts of the contractor/contracting firm or his workers.

6. The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

7. The persons to be deployed should be on rolls of the contractor/contracting firm.

8. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.

9. The supervision and control of the personnel/ contract worker alongwith their work/ assignment/ performance etc under the contract shall be regularly done by the contractor/contracting firm through their Authorized Representative/ Supervisor and the name of the Supervisor/ Authorized Representative shall be invariably intimated to the Engineer-InCharge at the commencement of contract.

10. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

11. The contractor/contracting firm shall be required to obtain labour license from Licensing Officer and Assistant Labour Commissioner (Central), if he engages 20 or more workmen/labours.

12. The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner (Central), from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer Incharge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.

13. The contractor/ contracting firm shall make payment of wages by crediting the same in the bank account of concerned contract workers through online banking/ e-payment etc., for which a written authorization will also be obtained in accordance with the provision under Sec.6 of payment of Wages Act 1936.

14. The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of Electronic Challan cum Return (ECR) for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In charge.

15. The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which GGPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

16. The contractor/contracting firm shall strictly comply with the various provisions of Factories Act 1948 and Uttar Pradesh Factories Rules 1950, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Employees Compensation Act, 1923, Minimum Wages Act,

1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, BOCW Act, 1996, etc. and deposition of cess as per Act, if the work is covered under BOCW Act, 1996 and other labour legislations as in existence (at present in India) and as amended from time to time. The contractor/ contracting firm shall have to discharge obligations as provided under the above Act, Rules and Regulations enforced from time to time.

17. The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Misc. Provisions Act, 1952 and extended benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.

18. No contract workers below the age of 18 years shall be deployed on the work.

19. The personnel to be deputed by the contractor shall observe all security, fire & safety rules of GGPL while at the site/ work. His work/ services will be supervised by the supervisor of the Contractor. Contractor has to be strictly adhering to guidance, instructions whenever required.

20. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify GGPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities.

21. No accommodation will be provided to the contractor/contracting firm as per guidelines of GGPL Corporate Office, Rajahmundry.

22. At the time of closure of contract, an Indemnity Bond of Rs.100/- duly notarized from the Notary indemnifying GGPL from all the liabilities w.r.t the persons engaged by the contractor regarding payment of wages, Provident Fund, Gratuity payment, Bonus, Insurance coverage, Overtime and other statutory payment/ penalty payment/ fines concerning various labour laws. Proforma of Indemnity Bond is enclosed at Annexure-II.

11. GENERAL:

Ignorance of this will not be considered after award of work. The contractor will be responsible to complete the entire job in all respects as per the Scope of works mentioned in Schedule of Rates and any other work necessary to complete job though specifically not covered in the Scope of Work.

11.1 All works shall be carried out as per the standard and the best engineering practices and as per Technical specifications enclosed herewith to the satisfaction of Engineer-in-charge. Decision of GGPL regarding acceptability of specification shall be final and binding.

11.2 The work is to be carried out in restricted area and Contractor will have to undertake the job as per instructions of Engineer-in-charge.

11.3 The contractor at his own expense, extend insurance to all his employees as may be required.

11.4 The Contractor and his work force will abide by all the safety Rules and Regulations of GGPL. The Contractor shall have to provide various safety equipment such as safety shoes, helmet, hand gloves, gum shoes etc. as per the requirement of plant and satisfaction of GGPL safety Engineer/Officer.

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- 11.5 The rates agreed to here-in shall remain fixed till the expiry of the contract and the Contractor shall not be entitled to any increase or revision or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any understanding or assurance given or alleged to have been by any employee of the company or due to Contractor's own ignorance or on account of any difficulties or hardships faced by him.
- 11.6 The company shall not be liable for or in respect of damages or compensation for any injury or for any occupation disease peculiar to the employment to any person (s) engaged through the Contractor and the Contractor shall keep the Company indemnified thereof.
- 11.7 During the currency of the Contract, if the work progress is not commensurate with the time elapsed in respect of any person/persons engaged, the Contractor shall be liable to pay the Company compensation as may be considered/fixed by the Company/Engineer-in-charge.
- 11.8 All disputes and difference arising between the CONTRACTOR and the COMPANY (The settlement or adjustment of which is not here-in-before provided) as to interpretation of any of the provisions of this agreement of the rights and obligations of the respective parties hereto or with any other matter or things concerning or arising out of this agreement shall be referred to a sole Arbitrator who shall be "The General Manager of the Company", and on the parties and this clause shall in all respects, be deemed and constructed as reference to Arbitration within and meaning of Indian Arbitration & Conciliation Act, 1996 and the provisions of the said Act or any statutory modification(s) or re-enactment thereof for the time being in force shall apply to such reference and the decision of the sole arbitrator shall be final and binding on both the parties.
- 11.9 The Contractor shall make his own arrangement for the transportation of his men to respective place of work. The company shall have no obligation in this respect.
- 11.10 The Contractor shall deploy adequate number of qualified and experienced persons to discharge its obligations under the contract.
- 11.11 The rates are to be quoted in words & figures against each item and amount of each items shall also be calculated along with page wise total & grand total, failing which the tender will be treated as incomplete.
- 11.12 Each page of the tender must be signed & stamped by the tenderer.
- 11.13 In execution of the services contracted out herein the EIC or the site engineer in their capacity as the monitoring authority and being technical expertise, shall from time to time whenever required on request issue necessary guidelines to the contractor.
- 11.14 The job under this contract shall not be sub-contracted to another party without prior permission of GGPL.
- 11.15 The rates quoted under this tender shall be firm and valid for two years and no escalation shall be permissible for any reason, whatsoever, after award or the contract.

- 11.16 Only those tenders who fulfill all required conditions will be acceptable, any attempt for canvassing will debar the offer resulting into its summary rejection.
- 11.17 Contractor shall arrange for full insurance of the workers, engaged on the jobs as per relevant act, rules and regulations etc under workmen's compensation insurance.
- 11.18 Any expenses incurred by GGPL on account of a liability arising due to the contractor's workers shall be recovered from the contractor's bills.
- 11.19 Contractor shall be responsible for all acts of their workers and loss or damage caused to GGPL's property or to any third party in any form shall be chargeable to their account. If any liability is thrust upon GGPL which is attributable to contractor's staff, it will be charged to contractor's account or recovered from contractor's bills.
- 11.20 The terms and conditions mutually agreed upon with respect of this agreement shall be subject to force majeure. Neither the contractor nor the company shall be considered in the performance of its obligations hereunder if such performance is prevented or delayed because of war, epidemic, accidents, fire, wind, and flood or because of any law, order proclamation regulation of ordinance of Government or act of god. One or both parties should be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of on week, the two parties should consult each other regarding future implication of the contract.
- 11.21 Contractor shall comply with all applicable safety laws and other laws including but not limited to the contract Labour (R&A) Act, 1970, etc. Contractor should be conversant with labour laws and regulations in practice and shall keep GGPL, harmless and indemnified against any action brought against it for any violation / non-compliance of any act etc. contractor's should be registered with the Labour Commissioner and such details be submitted to GGPL, at contractor's own cost.
- 11.22 The contractor shall make his own arrangement for removal of old as well as unused material from work site to the place indicated by the EIC, after completion of work.
- 11.23 Boarding, Lodging and transportation facilities for contractor's personnel for carrying out the work at site to be made and borne by the contractor at his own cost.
- 11.24 The decision of Engineer-in-charge for determining the category of work with reference to material of an item not mentioned in scope of work shall be final.
- 11.25 In the schedule of rates, annexed here to, the contractor is supposed to quote his rate after taking into account of all his liabilities like supervision, wages, overtime, bonus, expenses on safety gadgets, PF Contribution, ESI Contribution, expenses on tools and tackles, profit and overheads and all other statutory payments for his all employees engaged.
- 11.26 If the quoted amount by the tender for of Schedule of Rates is less than the sum of minimum wages, ESI, PF, cost of tools & tackles and reasonable profit, the tender may be rejected.

12. TERMINATION OF CONTRACT:

- A) GGPL may without prejudice to its right against the contractor in respect of any delay of otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise, by notice in writing absolutely terminate the contract with immediate effect in any of the following cases:

In the even of the contractor going into liquidation or winding up his business or making arrangement with his creditors, GGPL shall have the right to terminate the contract without prejudice to any other right/remedies.

In the event, if it is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation.

If in the opinion of GGPL, the contractor has delayed or suspended the execution of work, the facilities and Vehicles etc., offered by the contractor to be inadequate for effective completion of the job.

In the event of any breach of the terms and conditions of the contract by the contractor or if the contractor is found to be indulging in activity subversive to GGPL's interest or activity prejudicial to the interest of GGPL and for any other good or sufficient reasons.

Up to such termination of the contract the security Deposit/Bank Guarantee are liable to be forfeited / invoked to satisfy the outstanding claims of GGPL.

Notwithstanding anything contained above, GGPL may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period unless extended.

B) SUMMARY OF TERMINATION OF CONTRCT DUE TO SUBMISSION OF FALSE DOCUMENTS:

Bidders are required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate group for rejection of the Bids and forfeiture of Earnest Money Deposit.

In case, the information/documents furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, GGPL shall have full right to terminate the contract immediate and get the remaining job executed at the risk & cost of such contractor without any prejudice to the other rights available to GGPL under the contract such as forfeiture of Security Deposits, withholding of payments etc.

In case of the issue of submission of false document comes to the notice after execution of the work, GGPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

Further, such contractor/bidder shall be blacklisted for future business with GGPL

13. PRICE:

- 13.1 The initial contract price shall be arrived at by considering the jobs description as per the SOR and the rate quoted by the bidder. Even in the event of large variation of the contract value arising from non execution of certain SOR items including optional items/addition/deletion of SOR items, the unit rate as quoted by the party shall remain the same and no revision in rates whatsoever will be applicable during the present tenure of contract or extension thereof.
- 13.2. The rate quoted by the bidder shall remain firm throughout the period of the contract. Schedule of rates shall be deemed to include and cover all costs, expenses, liabilities **taxes and duties, salary of Supervisor and including work contract tax** of every description and all risk of every kind to be taken in executing and completing the work.
- 13.3. The unit rate quoted shall include all expenditure envisaged by the bidder.

14. CONTRACT VALUE:

The value of work under this contract shall be as per attached schedule of quantities. Actual work may vary to any extent plus or minus to the attached schedule of rates, minimum value of work is not guaranteed.

15. OTHER TERMS AND CONDITIONS:

- 15.1 Contractor shall provide their staff with appropriate tools required for proper execution of the job.
- 15.2 If any part of equipment provided by GGPL is damaged by contractor, the cost of the same shall be recovered from the contractor as per the values appearing in GGPL record books.

16. TAXES & DUTIES:

The quoted rates shall be inclusive of all taxes and duties applicable during the contract period except for applicable GST thereon and contractor shall not be eligible for any compensation on this account till the completion of the contract. Contractor shall be liable for timely payment of all taxes, duties & levies imposed by any Government / Government Dept. / Agency / Body, including local autonomous bodies, from time to time without any extra claim from GGPL. However, GST payable by the Contractor, if any, shall be reimbursed on production of receipt thereof. GGPL shall have no liability on these accounts and Contractor shall indemnify GGPL from any such liability, even if it arises in future.

Income Tax deductions shall be made from all payments to the Contractor as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time.

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However, Contractor shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the Income Tax Department.

GST thereon shall be paid extra as applicable as per GST Act and Rules w.e.f. 01st July, 2017. The rate of GST as applicable for this contract is given in the SOR as well as RFQ. The rate should not be changed by the contractor.

If the Bidder is falling under the exempted category, the bidder is requested to confirm the same by way of letter duly signed and notarized along with supporting documents if any.

The bidder shall indicate in the bid, the GST registration number along with a copy of registration certificate, in case the GST registration number is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The contractor / bidder liable to pay GST for the work/services rendered to GGPL, shall specifically mention the GST registration numbers of GGPL also in their invoices. Further, the amount and rate of service tax shall be separately and distinctly specified in the invoice as per rates indicated in the SOR.

For reimbursement of GST, serially numbered invoice/bill shall be issued by service provider and should also specify the following:-

- I. The name, address of the service provider.
- II. The name and address of the recipient of the taxable service.
- III. GST Registration no. of Service Provider and GGPL.
- IV. Description, SAC Code & value of taxable service provided.
- V. The GST payable on such services.

The contractor shall be liable to file monthly returns for under the GST Act, 2017 and submit the copy of the same with Invoice. The contractor shall also be liable for the Reconciliation of outward supplies/services provided to GAIL with the Inward supplies/services received by GGPL from the contractor. In case of statutory variation in GST rate during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision.

As mentioned in GCC, in case delay in supply/ execution of contract, supplier/ contractor/ service provider will raise invoice for reduced value as per Price Reduction Clause. If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider will issue Credit Note towards the applicable PRS amount.

In case supplier/ contractor/ service provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, GGPL will release the payment to supplier/ contractor/ service provider after effecting the PRS clause.

In the event of any financial implication arises on GGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider

MODE OF PAYMENT:

Payment shall be made by Finance, through e-banking. Further payment shall also be released through RTGS / NEFT provided the bidder should submit the dully filled attached format. In no case payment shall be released by way of Cheque / Demand Draft / Bankers Cheque. In the absence of requisite supporting documents, Finance department will return the bill.

Necessary recoveries and all statutory deductions shall be made at the relevant rates [as per rules and Regulations of the Government] from the payments to the Contractor.

- 1) GGPL will entertain no claim of interest for any delay on billed amount. GGPL reserves the right to recover from the bill(s) and security deposit of the contractor the amounts due to the GGPL against any PRS or as a result of any claim(s)/compensation(s) or due to any statutory imposition etc., without prior notice. GGPL also reserves the right to withhold any payment to safeguard the interest of the GGPL against any due(s) claim(s) etc. No interest shall be payable on withheld amounts. Accounts Department shall deduct the Income Tax applicable as per Income Tax Act from the bills.
- 2) **GST payments shall be made on receipt of invoices in proper format, and also GST Remittance Challan of previous month are to be attached along with the Current Bill/Invoice.**

17. Abnormally High rate Items (AHR)

In item rate contract where the quoted rates for the item exceeds 50% of the owners estimated rates, such items will be considered as Abnormally High Rated items(AHR) and payment of AHR items beyond the stipulated quantities included in the schedule of rates shall be made at the least of the following rates:

- 1) Rate as per SOR, quoted by the contractor.
- 2) rate of the item, which shall be derived as follows:
 - a) Based on rate of machine and labour as available from the contract (which includes 10% covered towards contractor's profit overhead and other expenses)
 - b) Based on prevailing market rate of machine material and labour plus 10% to cover supervision, contractor's profit & overheads, when the rates are not available in the contracts.

18. SECURITY DEPOSIT:

- 18.1 "Contract Performance Security / Security Deposit' is to be remitted by the 'successful Bidder / Contractor' within 'Thirty [30] days' of issue of "Letter of Acceptance [LOA]". However, 'Bid Security' remitted by the 'successful Bidder / Contractor' can be converted / adjusted towards 'Contract Performance Security / Security Deposit', only if submitted in the form of 'Demand Draft' / 'Banker's Cheque'.

18.2 No interest shall be payable by the GGPL to the Contractor for the amount of 'Contract Performance Security / Security Deposit' remitted by him for fulfilment of the terms and conditions of the Contract.

18.3 The 'Contract Performance Security / Security Deposit' shall be in the form of either 'Banker's Cheque' or 'Demand Draft' or Bank Guarantee, and shall be in the currency of the Contract.

18.4 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD. However where the contract is for two years or more, in this case, contractor has to deposit security deposit 7.5% of annualized contract value and where the contract value is up to 25 lacs, initially SD is to be deposited 2.5% and remaining 5% to be recovered from RA Bills. Contract/Order value as mentioned above shall be exclusive of taxes and duties. The SD will be valid for the period of contract + 90 days beyond the contract period/duration and applicable Warranty/Guarantee/Defect Liability Period (if any).

18.5 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

18.6 The 'Contract Performance Security / Security Deposit' as above, after adjustment of any dues to GGPL, which may arise during the execution of the Contract, shall be refunded after expiry of the "Defect Liability Period [DLP]".

18.7 The 'Contract Performance Security / Security Deposit' of the Contractor shall be forfeited, if any statement / document(s) furnished by the 'successful Bidder / Contractor' are found false and/or fabricated.

19. RECOVERY:

19.1 Income tax shall be deducted from Contractor's RA bills while releasing the payment as per income tax rules. Cost of any damage / loss of the property of GGPL, by the contractor shall be recovered. GGPL's decision in this regard shall be final, binding and conclusive.

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- 19.2** Contractor shall be responsible for safe custody of any equipment handed over to him. In case of loss/ theft, the purchase cost of the equipment plus 25% departmental charges shall be recovered from the contractor. GGPL's decision in this regard shall be final, binding and conclusive.
- 19.3** The contractor shall have to carry out the specific job as per time schedule specified by the EIC and agreed upon by the contractor for that particular job and if the contractor fails to complete that specific job within that specified time period, the contractor shall be liable to reduce their invoice @ 1/2 % per week delay or part thereof of the total price for that item (i.e. total SOR quantity x unit price).
- 19.4** The above recoveries will be in addition to recovery under Price Reduction Schedule specified elsewhere in the tender.
- 20. Engineer-in-charge's status:**
The Engineer-in-charge shall look after general supervision and direction of the work. He will be authorized to stop the work, the contract. He shall also have authority to reject all work which do not conform to the specification. The Engineer-in-charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any decision shall be final and binding.
- 21. ARBITRATION:**
As per GCC
- 22. JURISDICTION:**
As per GCC
- 23. AGREEMENT:**
The successful tenderer shall be required to execute an agreement with GGPL within 15 days after receipt and acceptance of the work order. The agreement to be executed will be in prescribed agreement format of GGPL.
- 24. APPLICABLE CODES AND SPECIFICATIONS:-**
- 24.1 The job shall conform to the Relevant Indian standard specifications code of practice as modified up to date and CPWD specifications as applicable.
- 24.2 Any other standard not mentioned above but otherwise considered necessary for the satisfactory performance of the job shall also be applicable.
- 24.3 For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements.
- 24.4 The contractor will also be required to take repair work according to the priorities fixed by the EIC from time to time.
- 25. MEASUREMENT AND BILLING:-**

The works executed shall be checked from time to time and measurements recorded. Measurement sheets are to be jointly signed by EIC as well as Contractor or his representative.

a. MEASUREMENT OF BILL

Where GGPL Executive is Engineer-In-Charge (EIC) (e.g. O&M Contracts):

- a) Site-in-charge/ Site Engineer will check 100% measurements of executed work.
- b) EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/ Site engineer is not available. EIC will check 100% measurements of executed work.
- c) An officer in the department at least one level above EIC upto level of E-7, will check measurements of 5% of bill value. In case, above mentioned higher level officer is EIC, he will check measurements of 20% of bill value.

Note: (i) in case of service/ consultancy contract which are generally not meant to create any new physical asset/ work, the measurement checks after receipt of bills as mentioned herein above should be done on the basis of document specified in the contract in absence of any physical evidence for checking. However in service contract if there is some supply of materials or some other physical evidence for checking of measurement, then the normal provision of test check measurement will be applicable.

While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items. AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.

The superior officer should preferably check such items/ quantities other than those already checked by GGPL executives at lower levels and should also ensure that the subordinate officer/ officers have exercised the requisite percentage check as stipulated in the procedure. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and Verified”.

26. PAYMENT OF ADVANCE:

No advance in any case will be paid for the contract.

27. COMPLETION CERTIFICATE & FINAL BILL:-

The Engineer-in-charge shall normally issue to the contractor, the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of the contract documents.

The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement book / sheets. The final bill shall be prepared in the prescribed proforma with reference to total work covered by the contract, such bill to be drawn up by applying the applicable rates, specified in the schedule or rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and will be considered as conclusive.

28. FINAL CERTIFICATE:-

Within fifteen days of the contractor's application after the expiry of the period of defect liability provided in the contract, the Engineer-in-charge shall issue final certificate to the contractor certifying that the contractor has performed his obligations in respect of the defect liability period and until, issue of such final certificate, the contractor shall be deemed not to have performed such liabilities not withstanding issue of the completion certificate or payment of the final bill by GGPL.

29. INSURANCE AND LIABILITIES:-

The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold Owner harmless for any liability or penalty which may be imposed by the Central, State or Local Authority 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 any central Government, State Government or Local Authority for the following Act (s) and liability(s).

Employees State Insurance Act. Workmen compensation and Employer's Liability Insurance Any other insurance required under law or regulations or by owner Accident or injury to workmen Transit Insurance Damages to property or to any persons or any third party.

The contractor shall take insurance under – Workmen compensation act for all his workmen to be deployed for the work and submit a copy of the Policy before commencement of work, if awarded.

The contractor shall indemnify and keeps the Owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident, or damages arising under or by reason of this agreement or execution of contract.

30. RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

A. The contractor has to pay following wage components to the persons engaged by him in GGPL subject to time to time revisions:

Sl. No.	Wage components	Rates
1.	Minimum wage	As notified by Central Government or State Government from time to time (whichever is higher)
2.	PF contribution	12 % of wage (The contractor has to ensure deposit of PF contribution @ 12% of wages irrespective of rate of wages)
3.	ESI contribution or Insurance under Employee's Compensation Act,1923	Employee's Contribution - 0.75% Employer's Contribution - 3.25%
4.	Employee Deposit Linked Insurance(EDLI)	0.5% of wage
5.	Administration charges to PF Organization	0.5 % of wage
6.	Bonus	8.33% of wage.

7.	Death Gratuity	Gratuity will be payable only in cases of death during the currency of contract as per Payment of Gratuity Act, 1972.
8.	Cost of uniform for plants/factories	6% of wage
9.	Leave wages (1.3 days wage for working 26 days in a month)	8.33% of wage
10	Overtime for working extra work	As applicable under Factories Act, 1948 or Shops and Establishment Acts of respective State.

B. Other Compliances under various Labour Laws:

i. The Employees Provident & Miscellaneous Provisions Act 1952:

- a) The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act 1952 and extend benefits of Employees Provident Fund 1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme 1995 to contract workers deployed.
- a) The contractor has to ensure compliance under EPF 1952, EPS 1995 &, EDLI 1976.
- b) The contractor should submit copies of separate e-Challans / ECR, in respect of contract employees employed by them in GGPL through this contract only, with acknowledgement from PF office, on a monthly basis as a compliance of communication received from PF Authorities vide 24.03.2014 wherein it was observed by PF Authorities that depositing one single challan for labour supplied at various establishments keeps Principal Employers in dark and gives opportunity to contractors to cheat Principal Employer and Contract Employees both. Hence, such common challans would not be acceptable in GGPL.
- d) PF is mandatory irrespective of the wages paid by the Contractor to workers i.e. even workers drawing wages more than Rs. 15,000/- pm has to be made member. The exclusion is carried out as per provisions of EPF Scheme 1952.

ii. The Payment of Wages Act 1936:

- a) Ensure Monthly timely disbursement of Wages, avoid illegitimate deductions and maintained records /returns as prescribed.
- b) The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge.
- c) After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the wage register with specific seal detailing name/designation/Company.
- d) In case the payment / disbursement carried out through net banking, certification be done based on Bank Statement in the same manner.

iii. The Minimum Wages Act 1948:

Ensure the Minimum wages as prescribed in the Schedule above monthly without further bifurcation of the same. The Minimum Wages in case of revision shall be revised and paid to the Contractor workers and claim to be submitted by the Contractor for disbursement of differential and other statutory compliance under EPF Act and ESIC. The rates of Minimum Wages declared by Central Labour Department or State Labour Department, whichever is higher, shall be made applicable during the tenure of contract.

iv. The Employees State Insurance Act 1948:

- a) The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- b) The contractors shall submit the **Separate e-Challans / ECR** along with bank receipt/bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities.
- c) All workers to be covered and extended the benefits as prescribed.
- d) The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.

v. The Employees Compensation Act 1923:

In case the WORK PLACE is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC (i.e. wages more than Rs. 15,000/-), the Contractor is required to take a POLICY from IREDA approved Insurance Company taking into consideration the maximum liability under Employee Compensation (i.e. EC) and Medical Policy in lieu of ESI @ 4.75 % of wages and seek reimbursement from GGPL the EMPLOYER annually extending coverage to all workers.

vi. The Maternity Benefit Act 1918:

In case of any woman employee Eligible for benefit under the ACT, Contractor should abide by the regulation and should not remove her name from muster roll during the period.

vii. The Payment of Bonus Act, 1962:

This should be regulated annually. Contractor should pay the minimum prescribed Bonus to all Eligible workers and submit bill along with proof of payment of Bonus. Bonus is mandatory and as per regulation it should be paid on or before 30th September every year.

viii. The Inter State Migrant Workmen (RECS) Act 1979:

All Migrant Workmen should be paid Displacement Allowance and Journey Allowance before commencement and after completion of the work and other benefits as prescribed.

ix. The Payment of Gratuity Act 1972 :

In case of Death or disablement of a Contract worker during execution of work under the CONTRACT, Contractor has to pay the GATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.

x. Factories Act, 1918 / Shops & Establishment Act:

Casual Leave/ Earned leave / Gazetted Holiday are regulated in terms of Shops and Establishment Act /factories Act / Model/ PL Standing Order.

xi. Provision of Compensatory Off/Overtime Wages:

Compensatory Off/Overtime Wages are Mandatory provisions and be regulated as per the regulation and paid to the Contractor workers regularly. Contractor to ensure maintain records and register as prescribed.

xii. Industrial Dispute Act 1947:

The provisions under Industrial Dispute Act 1947 pertaining to Lay-Off should be observed and lay-off compensation should be ensured to effected workmen.

xiii. Building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996:

The provision under building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996 along with Rules 1998 with Cess Act and Rules should be ensured through Contractor exclusively for PROJECT WORK.

xiv. Mines Act 1952:

The Provisions under the Mines Act 1952 and Rules 1955/85 must be regulated through the Contractor exclusively for work undertaken by E&P Group.

xv. Contract Labour (R&A) Act, 1970:

- a. The contractor is required to obtain Labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b. The contractor shall discharge obligations as provided under Contract labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c. The Contractor shall ensure Regular and effective supervision and control of personnel, if any, deployed by him and give suitable direction for undertaking the Contractual Obligation and meeting all statutory obligation for genuineness and non-camouflaged state of the Contract.
- d. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.

C. Additional Responsibilities of the Contractor;

- i.** The contractor shall be solely responsible and indemnify the GGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- ii.** The contractor shall indemnify GGPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- iii.** Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per minimum wages act 1948 and payment of wages Act 1936.

“Unless otherwise specifically mentioned in the Special conditions in the Contract, the contractor shall bear any upward revision in the rate of Minimum Wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the Contract Period.”

- iv.** While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to scheduled caste and weaker sections of the society also in order to have a fair representation of these sections.
- v.** All personnel deployed by the contractor should be on the rolls of the contractor.
- vi.** No contract worker below the age of 18 years shall be deployed on the work.
- vii.** The personnel to be deputed by the contractor shall observe all security, fire and safety rules of GGPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instructions whenever required.
- viii.** Also the contractor should obtain entry passes from Security Dept. through Engineer-In- Charge for his employees.
- ix.** Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- x.** While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc. is violated. The contractor shall indemnify GGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state /local statutory authorities.
- xi.** All existing and amended safety / fire rules of GGPL are to be followed at the work site.

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- xii. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
 - xiii. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured/ diseased. Contractor shall indemnify GGPL from such liabilities.
 - xiv. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.
 - xv. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / GGPL will terminate the contract immediately and may refer the case to police.
 - xvi. The contractor hereby agrees to indemnify owner / GGPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/GGPL.

D. Compliance of Government of India directives:

i. Payment through Aadhar Payment Bridge and Employment of Aadhar Card Holder:

As per communication received from Ministry of Petroleum and Natural Gas vide letter dated 03.06.2013, Contractors are required to give preference to those employees who either have Aadhar Card or have applied for Aadhar Card or agreed to apply for Aadhar Card to establish their genuineness and payments may be made to them through Net Banking/Aadhar Payment Bridge to the extent possible.

ii. Labour Identification Number (i.e. LIN) Registration

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in GGPL.

iii. Pradhan Mantri Suraksha Bhima Yojna & Pradhan Mantri Jeevan Jyoti Bhima Yojana for contract workers

As per communication received from Ministry of Petroleum and Natural Gas vide letter dated 26.08.2015, Contractors are required to take PMSBY PMJJBY compulsorily. Upon compliance of this aspect, documentary evidence may be submitted by the contractors to the Principal Employer, i.e. GGPL.

iv. Propagation of Pradhan Mantri Suraksha Bima Yojna amongst contract workers

As per communication received from Ministry of Petroleum and Natural Gas vide letter Dated 26.08.2015, Contractors are required to motivate the Casual / Contractual / informal outsourced labours for joining the Scheme of Pradhan Mantri Suraksha Bima Yojna (PMSBY). Upon compliance of this aspect, documentary evidence may be submitted by the contractors to the Principal Employer, i.e. GGPL.

- v. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme
In order to support the Government of India's Initiative on Employment Generation, the contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. Compliance made under this scheme and any benefits drawn may be informed to GGPL so as to drive the legitimate Employer's PF Contribution and adjustment thereon.

II. SAFETY CONDITIONS APPLICABLE TO ALL WORKS CARRIED IN PLANT/PIPELINE/PROJECTS

A. Safety conditions applicable to all works carried in plant/pipeline/projects by consultants, contractors or other third parties

1. Compliance with statutory requirement.

Consultants, contractors or other third parties in the plant/pipeline shall abide by

- a. The safety regulation of the plant/ pipeline as mentioned in the Fire & Safety Regulations (Latest revision).
- b. Provisions of the Factories Act 1948 and the rules framed thereunder in the respective State Factory Rules including all amendments thereto.
- c. Provisions of Employees' Compensation Act, 1923 &, Employee State Insurance Act, 1948 including all amendments thereto.
- d. Provisions of The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996.
- e. Applicable Environment Regulations in force and also the systems and procedures in the Plant/ pipeline related to environment.

2. Health Assurance /Age:

- a. Contractors will ensure that workers including Supervisors before deployment of the job are medically examined by a certified Surgeon/ Occupational Health Physician having minimum qualification of MBBS + AFIH as per respective State Factory Rules.
- b. Only medically sound persons as certified by the afore-mentioned medical practitioner would be allowed on the job.
- c. Workmen deployed on high risk job like working in confined space, working at height, working under water etc. must also be certified as medically fit for such jobs.
- d. The medical certificate older by more than six months will not be accepted.

- e. Health Assurance Certificates submitted by the contractor would be periodically checked at random by the plant/ pipeline Doctor.
- f. Age: No one bellow 18 years or more than 58 years will be employed in the plant/pipeline.

3. Training

3.1 Mandatory Training

Training in Fire & Safety is mandatory for all contractors' employees before start of any work in the Plant/Pipeline.

3.2 Training of contractors, Proprietors, Partners, Directors, Managers and In charges Of Contractor

- a. The proprietors, Partners, Directors, Managers and In-Charges of Contractors who have ultimate responsibility for their work in the plant/pipeline must undergo a one day comprehensive safety familiarization programme.
- a. This programme will be conducted by Fire & Safety Dept. at the Fire Station Training Hall and the schedule shall be notified well in advance.
- b. On completion of the program a Certificate of Attendance, will be issued to each participant, which will be required for issue of entry pass for supervision of the Hot Work.
- d. The passing certificate issued to the supervisor would remain valid for one year.

3.3 Training of Supervisors

- a. Contractor's supervisors will have to undergo two days training on "Health, safety and Environment (HSE) in Plant/Pipeline" followed by one day training on " Work Permit System".
- b. At the end of the each of the above two training modules, there will be a written test.
- c. Passing Certificate would be issued on the last day of the month to the Supervisors who successfully pass these tests.
- d. The Passing Certificate issued to a Supervisor would remain valid for a year.
- e. Plant Entry pass will not be issued to any supervisor without a valid Passing Certificate.

3.4 Training of Workers

- a. Contractor's workmen will have to undergo one day's class room training on "Safety in Plant/Pipeline" before commencement of the job.
- b. On completion of this training, "Certificate of Attendance" would be issued by Safety Selection.

- c. This "Certificate of Attendance" would remain valid for a period of one year'
- d. Plant Entry Pass would be issued only on production of this certificate.
- e. It is obligatory that contractor supervisor who is trained by Safety Dept. should conduct spot training for his workers.
- f. Additionally Contract workmen will have to undergo training on "Safety in Plant/Pipeline" on the spot.

3.5 Refresher Training

- a) Supervisor's workmen will be required to undergo Refresher Training from time to time as required by the safety section.
- b) The Coverage and Methodology of the Refresher Training would be same as the initial training.

3.6 Administration of Training:

- (1) The Plant/ Pipeline Fire & Safety Department shall conduct this mandatory training programme at the Auditorium/ Conference Hall/ any other venue as decided by GGPL free of cost.
- (2) One three-day training programme around the middle of every month for supervisors and three one-day training programme for workmen at an interval of 10 days will be conducted.
- (3) Notice giving schedule of exact dates of training for the current month would be issued to Concerned Departments and HR by 25th of the previous month for notification to the contractors.

3.7 Contractor's Responsibility for Training of his employees:

- i. Contractor must ensure that all his supervisors have undergone safety training and keep documents of such training. He shall also ensure that each of his employees has received and understood from his supervisor's necessary training on safety for working in the Plant/ Pipeline.
- ii. Contractor must maintain records of training provided by him to his employees. Such records must clearly mention (i) what training has been provided (ii) date, time and duration of such training (iii) who has provided the training (iv) names of workers who attended such training etc.
- iii. The records maintained in the form of a register must be available for examination by the Engineer-In-Charge for his representative who will sign on the register as a token of his approval.

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- iv. The training provided by the contractor must be as frequent as possible but there should not be more than 15 days gap in between two training programs.
 - v. The training provided by the contractor is expected to be on-the-job training and must not be less than at least one hour duration. Duration such training, Contractor must make himself present and facilitate the process of training.

4. OBLIGATION TO FOLLOW WORK PERMIT SYSTEM

- a) Do not carry out any work without valid work permit issued by authorized person in the Plant/ Pipeline as per Work Permit System
- b) After obtaining a valid work permit and before the actual commencement of the work, also obtain a clearance certificate from the officer of the unit/ plant where the work is to be carried out
- c) Register permit and clearance at Plant Fire Station as required under the Work Permit System
- d) Comply with all the Fire/Safety/Excavation/Radiography permit conditions specified in the permit and the clearance
- e) Prepare a safety action plan specific to the work before starting the work. Also ensure that all supervisors and workers involved in the work, properly understand and follow the safety action plan.
- f) Display permit at site for checking by Plant/Pipeline officials whenever required.

5. REQUIREMENTS OF SUPERVISION

- i. Contractor will not carry out any work without having supervisor at site. If it is required to work simultaneously in more than one location under the same contract, one supervisor must be put in each of the locations. If a supervisor has to leave his site for any reason, he must stop his activities for that period of time.
- ii. For hot work permit the supervisor must have valid Training Certificate from Plant/ Pipeline safety department.
- iii. Contractor must provide at least one full time safety Supervisor when the contractor has engaged manpower in excess of 50 in contract activities in the Plant/ Pipeline. If the manpower is less than 50, the on-site safety coordination responsibilities shall be assumed by any one of the contractor's other supervisory staff. In both the cases, the contractor must specify in writing the name of such person to the Engineer-in-charge and Manger – Safety.
- iv. Contractor's safety coordinator or his supervisor responsible for safety as the case may be shall conduct at his work-site and document formal safety inspections and audits at least once in a week. Such documents are to be submitted to Engineer-in-Charge for his review and record.
- v. Contractor's safety supervisor or the supervisor responsible for safety, shall maintain separate safety register which will include (i) List of activities being carried out at site

- (ii) Safety Training details of all supervisors and workmen (iii) Records of all accidents (iv) Records of all PPE's being used at site (v) Records of lifting tools and tackles including slings of all types (vi) Records of pressure vessels if any at his site (vii) Records of all welding machines, gas cutting sets, compressors, generators, pressure regulators, portable power tools, hand tools etc. (viii) Copies of safety inspection reports made by the Contractor safety supervisor as well as by the GGPL representative
- vi. The contractors whose safety records are not satisfactory will be viewed seriously and necessary action (viz cancellation of registration/ contracts) shall be taken against him.

6. Use of personal protective equipment

- a. Contractor's all supervisors and workmen must wear the following Personal Protective Equipment's (PPE's) without which the permission to work will be denied.
- b. Basic PPE's should be provided by the contractor.
- c. Basic PPE requirements for all jobs:
- i. Hard hat (Safety helmet)
 - ii. Safety Shoes / Gum Boots (civil work)
 - iii. Rubber Hand Gloves (electrical grade of 33 KV/6.6KV/660V operating potential and tested at higher potential with test reports).
 - iv. Safety Belt as applicable
- d. Specific Requirements as per job requirements:
- i. Eye Protection Goggles
 - ii. Face & Body Protection
- e. The above two sets of basic PPE's shall be of standard quality and BIS / ISI approved and supplied on replenishment basis on the basis of expiry/ damage.
- f. Other specific PPE's/ special operative equipment like "Breathing Apparatus Set" and Fire Extinguishers will be issued by GGPL to the contractor, on loan basis. If the same is not returned after completion of the contract or damaged beyond repair, recovery as appropriate will be made from his dues, from the company.

7. HAZARD COMMUNICATION

- a) Contractor must familiarize himself from GGPL Engineer-in-charge about all know potential fire, explosion or toxic release hazards related to his contract. He in turn will ensure that same information has been passed to his supervisors and workman. Proper record of such dissemination of information must be made by the contractor and submit to the engineer-in-charge, on demand, failing which further continuation of work may be withheld.

- b) In the event, any contractor employee spot a fire or any serious hazards in plant/ pipe line premises, he shall dial Extn_____, identify himself and report location of fire when fire Station operator is on line. He shall wait until the fire message is repeated by the fire Operator and location confirmed.
- c) Pill box communication can also be used by contractor workmen.
- d) The contractor must ensure that each one of his employees clearly understands this fire Communication requirement, i.e. in case of fire siren is sounded they should assemble at designated assembly location. This may be ensured by contractor while providing on the Job training.

8. INJURY NOTIFICATION & INVESTIGATION

- a) Report to GGPL supervisor on the job, any injury sustained by any of his employees or any near-miss or any hazardous/dangerous incident at his worksite within the plant/pipe line premises. Hiding any accident or near miss would be viewed as serious misconduct.
- b) Arrange to provide first-Aid immediately to injured employee.
- c) Keep and maintain proper records of all such incidents in respect of his personal/work site.
- d) Submit to Engineer-in-charge a first information Report within 4 Hours of incident.
- e) Arrange to immediately investigate the incident and furnish within 24 Hours a written Investigation report to plant/pipe safety dept.

9. PARTICIPATION IN SAFETY ACTIVITIES

Contractor must attend all scheduled safety meetings as would be intimated to him by the Engineer-in-charge, Contractor also must ensure that all his employees participate in Safety promotional activities organized by the plant/pipe line.

10. POLICE VERIFICATION:

Contractor who engages laborer for his jobs in the plant/ pipeline must submit police verification of antecedents of labourers engaged by him.

11. SAFETY WHILE WORKING IN SCAFFOLDINGS

The work of erecting and dismantling scaffold as well as working on scaffolding platform involves serious injury hazards. In order to provide fall protection to the workers involved in these activities following must be ensured in addition to the existing work permit procedures.

- a) The scaffold should be double box type.
- b) The workers engaged in scaffolding must wear safety belt with double lifeline. This is intended to ensure that lifeline is secured all the time, even the person is moving.
- c) Safety nets must be deployed first 10 feet elevation and every 20feet elevation. These nets should be inside scaffold box as well as extend outwards.

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- d) It should be ensured that only trained and experienced workers are engaged in scaffolding work.

NOTE: In addition to the above any new/ improved Safety Practices that is being directed by GGPL to be followed strictly.

SECTION – VI

GENERAL CONDITIONS OF

CONTRACT(GCC)

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- 17.0 Award of Contract
 - 18.0 Clarification of Tender Document
 - 19.0 Local Conditions
 - 20.0 Abnormal Rates

SECTION – IV (GENERAL OBLIGATIONS)

- 21.0 Interpretation of Contract Documents
 - 21.1 General
 - 21.2 Headings & Marginal Notes
 - 21.3 Singular and Plural
- 22.0 Special Conditions of Contract
- 23.0 Contractor to obtain his own information
- 24.0 Security Deposit
- 25.0 Time of Performance
 - 25.1 Time for Mobilization
 - 25.2 Times Schedule of Construction
- 26.0 Force Majeure
 - 26.1 Conditions for Force Majeure
 - 26.2 Outbreak of War
- 27.0 Compensation for Delay (Liquidated Damages)
- 28.0 Rights of Owner to forfeit Security Deposit
- 29.0 Failure by the Contractor to comply with the provisions of the Contract.
- 30.0 Contractor remains liable to pay compensation if action not taken under Clause 29.
- 31.0 Change in Constitution
- 32.0 Termination of Contract for Death
- 33.0 Members of the Owner not individually liable
- 34.0 Owner not bound by personal representations
- 35.0 Contractor's office at site
- 36.0 Contractor's subordinate staff and their conduct
- 37.0 Sub letting of works
 - (i) Sub Contracts for Temporary works etc.
 - (ii) List of Sub-contractors to be supplied
 - (iii) Contractor's Liability not limited by contractors
 - (iv) Owner may terminate sub contracts
 - (v) No remedy for action taken under this clause
- 38.0 Power of Entry
- 39.0 Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other Agencies
- 40.0 Other agencies at site
- 41.0 Notices
 - 41.1 To the Contractor
 - 41.2 To the Owner
- 42.0 Rights of Various Interests

- 43.0 Patents and Royalties
- 44.0 Liens
- 45.0 Delays by Owner & his authorized agents
- 46.0 Payments if Contract is terminated
- 47.0 No waiver of Rights
- 48.0 Certificate not to affect Right of Owner and Liability of contractor
- 49.0 Languages & Measures
- 50.0 Transfer of Title
- 51.0 Release of Information
- 52.0 Brand Names
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GENERAL CONDITIONS OF CONTRACT**SECTION- I DEFINITIONS**

1. Definition of Terms:

1.1 In this **CONTRACT** (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1. The **EMPLOYER/COMPANY/GGPL** means GGPL (INDIA) LTD., a public limited company, incorporated under the Company's act 1956 and having its Registered office at D. No. 85-06-23/2, 2nd floor, 40th Ward, Morampudi Junction, Rajahmahendravaram-533 103, East Godavari Dist, A.Pand includes its successors and assigns.

1.1.2. The "**CONTRACTOR**" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.

1.1.3. The **ENGINEER/ENGINEER-IN-CHARGE**" shall mean the person designated from time to time by the GGPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.1.4. The "**WORK**" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.

1.1.5. The "**PERMANENTWORK**" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.

1.1.6. "**CONSTRUCTIONEQUIPMENT**" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.

1.1.7. "**CONTRACTDOCUMENTS**" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.1.8. **CONSULTANT**: means ----- who are the consulting engineer to the Employer for this project and having registered office at -----

1.1.9. 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 representatives, successors and permitted assigns of such person, firm or company.

1.1.10. The "**CONTRACT**" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.

1.1.11. The "**SPECIFICATION**" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GGPL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.

1.1.12. The "**DRAWINGS**" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.

1.1.13. The "**TENDER**" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.

1.1.14. The "**CHANGEORDER**" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.

1.1.15. The "**COMPLETIONCERTIFICATE**" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.

1.1.16. The "**FINALCERTIFICATE**" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

1.1.17. "**DEFECTLIABILITYPERIOD**" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.

1.1.18. The "**APPOINTINGAUTHORITY**" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

1.1.19. "**TEMPORARYWORKS**" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.1.20. **"PLANS"** shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

1.1.21. **"SITE"** shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.

1.1.22. **"NOTICEINWRITINGORWRITTENNOTICE"** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

1.1.23. **"APPROVED"** shall mean approved in writing including subsequent written confirmation of previous verbal approval and **"APPROVAL"** means approval in writing including as aforesaid.

1.1.24. **"LETTEROFINTENT/FAXOFINTENT"** shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

1.1.25. **"DAY"** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.1.26. **"WORKINGDAY"** means any day which is not declared to be holiday or rest day by the EMPLOYER.

1.1.27. **"WEEK"** means a period of any consecutive seven days.

1.1.28. **"METRICSYSTEM"** - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

1.1.29. **"VALUEOFCONTRACT"** or **"TOTALCONTRACTPRICE"** shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

1.1.30. **"LANGUAGEFORDRAWINGSANDINSTRUCTION"** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.

1.1.31. **"MOBILIZATION"** shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work.

"MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/EMPLOYER.

1.1.32. "**COMMISSIONING**" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same. "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

SECTION-II GENERAL INFORMATION

2. General Information

2.1 a) **Location of Site:** The proposed location of Project site is defined in the Special Conditions of Contract.

b) **Access by Road:** CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

2.2 **Scope of Work:** The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 **Water Supply:** Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running

account bills. However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Power Supply:

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.

2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR'S equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.

2.4.6 The power supply required for CONTRACTOR'S colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR'S colony, the power will be made available at a single point and

the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.

2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.

2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.

2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.

2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.

2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly 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 and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works 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 he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and 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 EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer. The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised

representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site. For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative. No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

2.6 Land for Residential Accommodation:-No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3. Submission of Tender:

3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of GODAVARI GAS (P) LTD due for opening on _____]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.

4. Documents:

4.1 General: The tenders as submitted, will consist of the following:

- (i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- (ii) Earnest money in the manner specified in Clause 6 hereof.

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- (iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.
 - (iv) Information regarding tenderers in the proforma enclosed.
 - (v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
 - (vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
 - (vii) Details of construction plant and equipments available with the tenderer for using in this work.
 - (viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
 - (ix) Latest Balance Sheet and Profit & Loss Account duly audited.
 - (x) Details of present commitment as per proforma enclosed to tender.
 - (xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
 - (xii) Provident fund registration certificate
 - (xiii) List showing all enclosures to tender.

4.2 All pages are to be Initialed: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender 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 authorising him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer. If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

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

4.4 **Corrections and Erasures:** All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 **Signature of Tenderer:**

4.5.1 The TENDERER 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. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

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

4.6 **Witness:** Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 **Details of Experience:** The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

4.8 **Liability of Government of India:** It is expressly understood and agreed by and between Bidder or/Contractor and M/s GODAVARI GAS (P) LTD, and that M/s GGPL (India) Ltd., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s GGPL (India) Ltd. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s GGPL (India) Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. **Transfer of Tender Documents:**

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6. Earnest Money:

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bid guarantee shall be submitted in the prescribed format .

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid validity). The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

7 Validity:

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.

8 Addenda/Corrigenda

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9 Right of Employer to Accept or Reject Tender:

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest

tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

10 Time Schedule

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN-CHARGE.

10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11 Tenderer's Responsibility

11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

12 Retired Government or Company Officers

12.1 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 EMPLOYER 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 EMPLOYER without the previous permission of the EMPLOYER. 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 has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.

13 Signing of the Contract:

13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

14 Field Management & Controlling/Coordinating Authority:

14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions.

14.2 The ENGINEER-IN-CHARGE shall coordinate the works 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 the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

15 Note to Schedule of Rates:

15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

16 Policy for Tenders Under Consideration:

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GGPL to the Bidder.

16.2 **Zero Deviation:** Bidders to note that this is a ZERO DEVIATION TENDER. GGPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17 Award of Contract:

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GGPL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 GGPL will be the sole judge in the matter of award of CONTRACT and the decision of GGPL shall be final and binding.

18 Clarification of Tender Document:

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GGPL in triplicate. GGPL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by GGPL or its employee(s) or its representatives shall not in any way be binding on GGPL.

19 Local Conditions:

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable GGPL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 Abnormal Rates:

20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item 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 quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

SECTION-IV GENERAL OBLIGATIONS**21 Priority of Contract Documents**

21.1 Except if and 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 of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- (i) The Contract Agreement ;
- (ii) The Letter of Acceptance;
- (iii) The (Instructions to Bidders)ITB;
- (iv) Special Conditions of Contract (SCC);
- (v) General Conditions of Contract (GCC)
- (vi) Any other document forming part of the Contract. Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

21.2 **Headings and Marginal Notes:** All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.

21.3 **Singular and Plural:** In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 **Interpretation:** Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

22 **Special Conditions of Contract:**

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 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.

22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

22.4 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 cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

23 **Contractor to obtain his own Information:**

23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed. 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 of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS 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 DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, 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 communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress 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 buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. Any neglect or omission 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 risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT. It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS. No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

24 Contract Performance Security:

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD. However where the contract is for two years or more, in this case, contractor has to deposit security deposit 7.5% of annualized contract value and where the contract value is up to 25 lacs, initially SD is to be deposited 2.5% and remaining 5% to be recovered from RA Bills. Contract/Order value as mentioned above shall be exclusive of taxes and duties. The SD will be valid for the period of contract + 90 days beyond the contract period/duration and applicable Warranty/Guarantee/Defect Liability Period (if any).

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from

any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others 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).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

25 Time of Performance:

25.1 **Time for Mobilization:** The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent 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. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 Time Schedule of Construction:

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes

the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress. The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure:

26.1 CONDITIONS FOR FORCE MAJEURE: In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

27 Price reduction schedule:

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

27.3 Bonus For Early Completion (*)

BONUS FOR EARLY COMPLETION If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more

rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

28 Rights of the employer to forfeit contract performance security:

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the 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 EMPLOYER on demand any balance remaining due.

29 Failure by the contractor to comply with the provisions of the contract:

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the

works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

30 Contractor remains liable to pay compensation if

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become action not taken under clause 29: 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 exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take 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, foreman 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 CONTRACTOR's 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 expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

31 **Change in constitution:**

31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, 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 such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out 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 clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

32 **Termination of contract**

32.1 **TERMINATION OF CONTRACT FOR DEATH:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32.2 **TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.** If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be

at liberty :- To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32.3 TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GGPL (India) Ltd. against any type of tender nor their offer will be considered by GGPL against any ongoing tender (s) where contract between GGPL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by GGPL (India) Ltd. to such CONTRACTOR.

33 Members of the employer not individually liable :

33.1 No Director, or official or employee of the EMPLOYER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER 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.

34 Employer not bound by personal representations:

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

35 Contractor's office at site:

35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

36 Contractor's subordinate staff and their conduct

36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer 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 superintend the execution of the WORK, competent sub-

agents, foremen and leading hands including those specially qualified by previous experience to supervise the types 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 supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts 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.

36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, 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 of that in the opinion of the EMPLOYER or the 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, is 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 WORK shall be immediately re-placed 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.

36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, 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 EMPLOYER 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. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT. The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR

37 **Sub-letting of works:**

37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) **SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:** The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) **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 other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS:** Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-I N-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:** If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:** No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

38 Power of entry:

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-I N-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER

IN-CHARGE, or

iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or

v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or vi) Commit, 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 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

vi) if the CONTRACTOR shall abandon the WORK , or

vii) If the CONTRACTOR during the continuance of the CONTRACT shall 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 EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance 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, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or 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 EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

39 Contractor's responsibility with the mechanical, electrical, intercommunication system, air conditioning contractors and other agencies:

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in

providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, 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 confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

40 Other agencies at site:

40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

41 Notice:

41.1 TO THE CONTRACTOR: 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.

41.2 TO THE EMPLOYER: Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. GGPL (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.

42 Right of various interests:

42.1 The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

42.2 Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this 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.

43 Patents and royalties:

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

43.2 All charges on account of royalty. toilage, rent, octroi terminal or GST and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.

43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process

included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44 Liens:

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER 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 EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB-CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

45 Delays by employer or his authorized agents:

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the

part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion. In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

46 Payment if the contract is terminated:

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

- i) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- ii) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

- a) Any and all completed works.
- b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

47 No waiver of rights:

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

48 Certificate not to affect right of employer and liability of contractor:

48.1 No interim payment certificate(s) issued by the Engineer-in- Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.

49 Language and measures:

49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.

50 Transfer of title:

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

51 Release of information:

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity , quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

52 Brand names:

52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.

53 Completion of contract:

53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

54 Spares:

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING. Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK**55 Execution of work:**

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification 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 workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

56 Co-ordination and inspection of work:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.

57 Work in monsoon and dewatering:

57.1 Unless otherwise specified elsewhere in the tender, the execution 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.

57.2 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.

58 Work on Sundays and Holidays:

58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

59 General conditions for construction and erection work:

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will 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 EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and Proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60 Alterations in specifications, design and extra works:

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT. In such cases, a change order will be initialed by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

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

I. For Item Rate Contract

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 on 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 WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR

c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR

d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:- Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows: S.No. Range of Variation Percentage compensation for decrease in the value of work in the respective range. a) Beyond (+) 25% No increase and/or upto& inclusive of decrease shall be (+) 50% applicable for the Schedule of Rates (The rates quoted for this increase shall be valid). b) Beyond (-) 25% upto&For reduction beyond inclusive of (-) 50% 25%contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

II. For Lump sum Contracts: CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61 Drawings to be supplied by the employer

61.1 The drawings attached with tender are only for the general guidance to 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.

61.2 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.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on 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 EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62 Drawings to be supplied by the contractor:

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review 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 change 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 stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for
_____ (Name of Work) Agreement
No. _____ Signed: _____ (CONTRACTOR)
(ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

63 **Setting out works:**

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions 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 center 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 there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

63.3 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 works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark 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.

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

64 Responsibility for level and alignment:

64.1 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 effectively 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.

65 Materials to be supplied by contractor:

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

66 Stores supplied by the employer:

66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter 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 and stores 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 materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of 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 EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER 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 the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.

67 Conditions for issue of materials:

67.1 Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be 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 EMPLOYER as framed from time to time.

67.2 The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

67.3 Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.

67.4 The CONTRACTOR shall construct suitable Godowns 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.

67.5 It shall be duty of the CONTRACTOR to inspect the materials 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 EMPLOYER, 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 instructions of the ENGINEER-IN-CHARGE.

67.6 The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER 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 EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

67.7 It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. 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 EMPLOYER or procure the materials from the market or as 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.

67.8 None of the materials supplied to the CONTRACTOR will be utilized by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

67.9 The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.

67.10 The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER 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 arrangements for procurement and supply of the material.

67.11 Account of the materials issued by the EMPLOYER shall be maintained by 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. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.

67.12 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 wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.

67.13 Materials/Equipment(s) supplied by EMPLOYER shall not be utilized for any purpose(s) than issued for.

68 Material procured with assistance of employer/return of surplus:

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases

made under order or permits or licenses issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by 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 criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher 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.

69 Materials obtained from dismantling:

69.1 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 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

70 Articles of value found:

70.1 All gold, silver and other minerals 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 the property of the EMPLOYER 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 persons indicated by the EMPLOYER.

71 Discrepancies between instructions:

71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises 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, doubts, or misunderstanding shall in any event be admissible.

72 Action where no specification is issued:

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned 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.

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection 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 at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present 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 otherwise placing beyond reach of inspection and measurement of 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 for carrying out such measurement or inspection.

73.2 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge. The CONTRACTOR is to provide at all time 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 measurements of the WORK by the ENGINEER- IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74 Tests for quality of work:

74.1 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 the 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 by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, 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.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

75 Samples for approval:

75.1 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 finished 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 finishes applied in actual WORK shall be fully equal to the approved samples.

76 Action and compensation in case of bad work:

76.1 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 may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value 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 replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

77 Suspension of works:

77.1 Subject to the provisions of sub-para (ii) of this clause, 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 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 ONTRACTOR should he apply

for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

77.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

78 Employer may do part of work:

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) 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 EMPLOYER.

79 Possession prior to completion:

79.1 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 possession 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, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

80 Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or 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 carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the ENGINEER- IN-CHARGE in writing. If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period

of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 **LIMITATION OF LIABILITY** Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

81 Care of works:

81.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

81.2 **DEFECTS PRIOR TO TAKING OVER:** If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall: a) Decide that any works done or materials used by the CONTRACTOR or by 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 hereinafter, called 'Defects' in this clause), and b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, 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 case CONTRACTOR shall fail to do so, the EMPLOYER 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 EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTORAs soon as the WORK has 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 there of provided in clause 80.1 of General Conditions of Contract) 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 EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group

/section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.3 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 or omission of the CONTRACTOR or that may have been noticed or developed, after the works or groups 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 EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER. If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

82 Guarantee/transfer of guarantee:

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

83 Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84 Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the

CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

85 Indemnity

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

86 Construction aids, equipments, tools & tackles:

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR

SECTION-VI CERTIFICATES AND PAYMENTS**87 Schedule of rates and payments:**

87.1 CONTRACTOR'S REMUNERATION: The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of 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 or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

87.2 SCHEDULE OF RATES TO BE INCLUSIVE: The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of 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 WORK. 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 specifically 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 charge 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.

87.3 SCHEDULE OF RATES TO COVER CONSTRUCTION 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 construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

87.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR

87.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES: No exemption or reduction of Customs Duties, GST , GST on works Contract quay or any port dues, transport charges, stamp duties or Central or State 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 or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

87.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY: The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

87.7 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 works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered. For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill. Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE: Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR

88.1.4 GGPL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 **COMPUTERISED BILLING SYSTEM:** GODAVARI GAS (P) LTD has introduced Computerised Billing System whereby when the Bills are submitted in GGPL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through GGPL's website.

88.2 **SECURED ADVANCE ON MATERIAL:** Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 **DISPUTE IN MODE OF MEASUREMENT:** 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.

88.4 **ROUNDING-OFF OF AMOUNTS:** In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

89 **Lumpsum in tender:**

89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

90 **Running account payments to be regarded as advance:**

90.1 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 EMPLOYER under these conditions or any of them as to the final settlement and adjustment 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, 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

91 Notice of claims for additional payments:

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.

91.2 **ENGINEER-IN-CHARGE** shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability

of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92 Payment of contractor's bill:

92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate 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 corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93 Receipt for payment:

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94 Completion certificate:

94.1 **APPLICATION FOR COMPLETION CERTIFICATE:** When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any 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.

94.2 **COMPLETION CERTIFICATE:** Within one month of the completion of the WORK in all respects, 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 nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE. If the CONTRACTOR fails 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 expense 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.

94.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- (i) The technical documents according to which the WORK was carried out. Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- (ii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- (iii) Certificates of final levels as set out for various works.
- (iv) Certificates of tests performed for various WORKS.
- (v) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 Final decision and final certificate:

95.1 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 hereinbefore provided in Clause 80 & 81 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 EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall 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 EMPLOYER.

96 Certificate and payments on evidence of completion:

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the

due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR

97 Deductions from the contract price:

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

98 Taxes, Duties, Octroi etc:

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the GST, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS 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 of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER 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. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

99 GST/ Composite scheme under GST :

99.1 Tenderer should quote all inclusive prices including the liability of GST/ Composite scheme under GST whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. GGPL shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

100 Statutory variations

100.1 Tenderer should quote prices inclusive of GST applicable on finished product. Any statutory variations in GST on finished product during the contractual completion period, shall be to the GGPL account for which the Contractor will furnish documentary evidence(s) in support of their claims to GGPL. However, any increase in the rate of these taxes and duties (GST beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to GGPL.

101 Insurance:

101.1 GENERAL CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows: CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time. All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts CONTRACTOR as far as possible

shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

101.1.1 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 Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for 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 Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof. The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. 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's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, 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 payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account. The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

101.1.2 WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance 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 later's employees if such employees are not covered under the CONTRACTOR's Insurance.

101.1.3 ACCIDENT OR INJURY TO WORKMEN: The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such

damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

101.1.4 **TRANSIT INSURANCE** In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

101.1.5 **COMPREHENSIVE AUTOMOBILE INSURANCE** This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

101.1.6 **COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub- Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalized insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

101.1.7 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER: CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102 Damage to Property or to any Person or any Third Party

102.1 CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

102.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

102.3 The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOUR LAWS

103 Labour laws:

103.1 No labour below the age of 18 (eighteen) years shall be employed on the WORK.

103.2 The CONTRACTOR shall not pay less than what is provided under law to laborers engaged by him on the WORK.

103.3 The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.

103.4 The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

103.5 If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR

103.6 The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

103.7 The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

103.8 The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

The contractor shall bear any upward revision in the rate of minimum wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the contract period

103.9 The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

103.10 The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's

default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 Implementation of Apprentices Act, 1961:

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

105 Contractor to indemnify the Employer:

105.1 The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, 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 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

105.2 PAYMENT OF CLAIMS AND DAMAGES: Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

105.3 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER

shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER 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 the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 Health and sanitary arrangements for workers:

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of 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 EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107 Dispute Resolution & Arbitration:

Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be dealt as per Conciliation Rule 2010 and Arbitration, as under.

107.1 GGPL (INDIA) LTD has framed the condition Rules 2010 in conformity with supplementary to part- III of the Indian Arbitration and conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GGPL's web site www.GGPLonline.com for reference. Unless others specified, the matters where decision of the Engineer-in-charge is deemed to be final and binding as provided in the Agreement and the issue/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the conciliation Rules 2010 .

107.2 Any dispute (s)/difference(s)/issue(s) of any kind whatsoever between/amongst the parties arising under /out/of/in connection with this contract shall be settled in accordance with the afore said rules.

107.3 In case of any dispute (s)/difference(s)/issue(s), a party shall notify the other party (ies) in writing about such a disputes (s)/difference(s)/ issue(s) between/amongst the parties and that such a party wishes to refer the disputes(s)/difference(s)/issues(s) to conciliation. Such Invitation for conciliation shall contain sufficient information as to the dispute(s)/difference(s) /issue(s) to enable the other party (ies) to be fully informed as to the

nature of the dispute(s)/difference(s) issue(s) , the amount of monetary claim, if any, and apparent causes(s) of action.

107.4 Conciliation proceedings commence when the other party(ies) accept (s) the invitation to conciliate and confirmed in writing. If the other party (ies) reject(s) the invitation, there will be no conciliation proceedings.

107.5 If the party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of times as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elect he/she shall inform the other party(ies) accordingly.

107.6 Where Invitation for conciliation has been furnished, the parties shall attempt to settle such dispute (s) amicably under part-III of the Indian Arbitration and Conciliation Act,1996 and GGPL (INDIA) LTD Conciliation Rules,2010. It would be only after exhausting the option of conciliation as an Alternate Dispute Resolution Mechanism that the parties here to shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of Conciliation by any of the parties.

107.7 The cost of Conciliation proceeding including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the parties equality.

107.8 The parties shall freeze claims(s) of interest, if any and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

17.9 Arbitration:

The Employer [GGPL] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GGPL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Rajahmundry, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Rajahmundry, East Godavari Dist, A.P. Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on

International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75 CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

108 Jurisdiction:

108.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at RAJAHMUNDRY, EAST GODAVARI DIST, A.P for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at RAJAHMUNDRY, EAST GODAVARI DIST, A.P only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 Safety regulations:

110.1 In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

110.2 The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the

satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 First aid and industrial injuries:

111.1 CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR

111.2 CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

111.3 All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112 General rules:

112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

113 Contractor's barricades:

113.1 CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-

- a) Excavations
- b) Hoisting Areas.
- c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
- d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
- e) Rail Road unloading spots.

113.2 CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.

113.3 Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

114.1 Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

114.2 Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or

platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

114.3 Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

114.4 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 metre.

114.5 Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115 Excavation and trenching:

115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

116 Demolition/general safety:

116.1 Before any demolition work is commenced and also during the progress of the demolition work

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

116.2 All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.

c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or

f) Board to prevent accident to the public.

g) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

116.3 When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

116.4 Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:

a. These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

b. Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

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- b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
- c) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- d) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- e) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

116.5 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

116.6 These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR

116.7 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.

116.8 Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

117 Care in handling inflammable gas:

117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER.

118 Temporary combustible structures:

118.1 Temporary combustible structures will not be built near or around work site.

119 Precautions against fire:

119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.

120 Explosives:

120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.

121 Mines act:

121.1 **SAFETY CODE:** The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 Outbreak of infectious diseases:

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 Use of intoxicants:

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

PROFORMA FOR CONTRACT AGREEMENT

LOA No. GGPL /

dated -----

GGPL's PAN No. AAACG1209J

Contract Agreement for the work of ----- of GGPL (INDIA) Ltd. made on ----- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GODAVARI GAS (P) LTD hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- D. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the

TENDER NO: «GGPL/KKD/C&P/2561/2019-20/05»

WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
and

Signed and Delivered for

on behalf of EMPLOYER.

on behalf of the CONTRACTORS.

GODAVARI GAS (P) LTD.

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

SECTION - VII

SCHEDULE OF RATES



TENDER NO: «GGPL/KKD/C&P/2561/2019-20/05»

SCHEDULE OF RATES

SUPPLY & INSTALLATION OF ELECTRICAL WORKS AT DAUGHTER BOOSTER STATIONS

SOR - SUPPLY & INSTALLATION OF ELECTRICAL WORKS FOR One DAUGHTER BOOSTER STATION.

S.NO	Item Description	Unit	For One DBS	Total For 12 No's of DBS	Unit Rate (Excl. tax)	Total Amount (Excl. tax)
1	Supply including design, assembly, wiring, Installation, Testing and Commissioning of Power distribution board of 415V/240V AC, 100A, TPN, 25kA, Aluminium bus having incomer 100 Amp , 4P MCCB with shunt trip coil and required number of outgoing feeders as per Single Line Diagram. The Incomer must be provided with ammeter & ammeter selector switch, Voltmeter& selector switch, indication lamps. Panel shall be of sheet steel construction suitable for indoor Floor/wall mounted type with appropriate size to accommodate all components and capacitor bank (10 kVAR). Motor feeder shall be in individual compartmentalized arrangement and all other MCB feeders can be combined in single compartment . All MCCB shall be provided with rotary handle switch. Panel shall have bottom cable entry with removable gland plate.Distribution panels shall comply with the latest Relevant Indian Standards and Electricity Rules	Nos.	1	12		

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	and Regulations and shall be as per IS: 8623 (Part -I) 1993, IS: 13947:1993, IS: 5578 – 1984, IS: 11353:1985 and other related IS codes. The colour of panel inside / outside shall be RAL 7032 (Powdercoating). Vendor to provide GA drawing of panel, all test certificates and FAT report before despatching panel to site for approval.					
2	Supply, Installation, Testing and Commissioning of 240V AC Single phase UPS distribution board with incomer 25 Amp, 10kA, DP MCB and out comer having Four numbers of 10 Amp, 10kA, DP MCB with all accessories as per Single line diagram. The panel shall be wall mounted type suitable for indoor installation. The panel shall have bottom cable entry and shall be wall mounted type suitable for indoor installation. Distribution board shall be of sheet steel construction with single door arrangement, standard DB enclosure or fabricated enclosure with appropriate size to accommodate all feeder components.	Nos.	1	12		
3	Supply, Installation, Testing and Commissioning of 3 KVA, 230V AC, 50Hz , 1 Phase online double conversion AC UPS with 1X100% charger , 1X100% inverter with static and maintenance bypass switch, 1X100% SMF VRLA 12V, 100Ah Batteries 6 nos. (for Battery back-up time of 4 hours) unless otherwise specified including UPS to battery connecting cables and supporting rack arrangements, accessories. Input Power: 240 V AC, 50 Hz,1 phase.	Nos.	1	12		

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4	Supply, Laying, Testing and termination of 1.1 kV grade, steel wire armoured, Aluminium /Copper conductor cable of following sizes & type in underground hume pipe/ buried trench/on wall/structural surface as specified with all necessary consumables, steel tag plates and job includes cable terminations etc. required and as directed by EIC.					
4.1	3C x 2.5 Sq.mm - 2XWY	m	300	3600		
4.2	3C x 4 Sq.mm - 2XWY Cable	m	95	1140		
4.3	3.5C x 25 Sq.mm - A2XFY Cable	m	75	900		
5	Supply, Installation of double compression cable glands, nickel-plated brass industrial type cable glands suitable for indoor installation as specified conforming to IS 2148 of following sizes cable for termination of 1.1 kV grade armoured LT XLPE Cables.					
5.1	2.5 Sq.mm - 2XWY Cable	Nos.	2	2		
5.2	4 Sq.mm - 2XWY Cable	Nos.	2	2		
5.3	25 Sq.mm - A2XFY Cable	Nos.	2	2		
5.4	50 Sq.mm - A2XFY Cable	Nos.	1	1		
6	Supply, Installation of double compression cable glands, flameproof cable glands suitable for outdoor zone-2, gas group IIA/IIB, T3 area. Cable glands suitable for					



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	outdoor installation for the termination of following sizes of 1.1 kV grade armoured LT XLPE Cables.					
6.1	2.5 Sq.mm - 2XWY Cable	Nos.	2	24		
6.2	4 Sq.mm - 2XWY Cable	Nos.	2	24		
6.3	25 Sq.mm - A2XFY Cable	Nos.	2	24		
7	Supply, Fixing of cable lugs suitable for the termination of following sizes of 1.1 kV grade armoured LT XLPE Cables.			0		
7.1	2.5 Sq.mm - tinned copper, insulated, compression type lug	Nos.	10	120		
7.2	4 Sq.mm - tinned copper, insulated, compression type lug	Nos.	10	120		
7.3	16 Sq.mm - Aluminium, insulated, heavy duty, tubular type lug	Nos.	2	24		
7.4	25 Sq.mm - Aluminium, insulated, heavy duty, tubular type lug	Nos.	8	96		
7.5	35 Sq.mm - Aluminium, insulated, heavy duty, tubular type lug	Nos.	4	48		
8	Supply, Laying of GI Strip (for earthing) of following sizes, including Soil Excavation for buried earthing grid, clamped to wall/structure/RCC trench including termination at the required points by welding/nut bolts with all earthing connectiong fixing material as per					

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	earthing layout & installation drawing.					
8.1	50 x 6 mm GI earth Flat	m	100	1200		
8.2	25 x 3 mm GI earth Flat	m	75	900		
9	Construction of Electrical Earth pits as per the installation drawing using 65 mm NB dia GI pipe medium (class-B) - 3M long including supply of all material such as 50x6x250mm long GI plate with 4 nos. of 10mm holes for main grid connection, salt, charcol, fixing accesories. Earth pit shall be covered by chequered plate (500x500x6mm) & testing of earth pits as per latest version of IS: 3043 & specification.	Nos.	2	24		
10	Construction of Instrument Earth pits as per the installation drawing using 65 mm NB dia GI pipe medium (class-B) - 3M long including supply of all material such as 50x6x250mm long GI plate with 4 nos. of 10mm holes for main grid connection, salt, charcol, fixing accesories. Earth pit shall be covered by chequered plate (500x500x6mm) & testing of earth pits as per latest version of IS: 3043 & specification.	Nos.	1	12		
11	Supply and Installation of Steel tubular light pole of 7.5 m height including construction of concrete pole foundation as indicated in the lighting layout & installation drawing. A base plate 300 x 300 x 10 mm shall be welded to the bottom of the pole. The steel tubular pole shall be painted with black bituminous paint internally and externally up to the portion which goes inside the concrete. A 50 mm dia GI pipe sleeve shall be	Lot	1	12		

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	embedded on lighting pole concrete foundation (1.5m each approx. with bend) for lighting cable entry to lighting pole from below ground as indicated in installation drawing. The light pole shall be supplied with single arm mounting bracket & fixing accessories for mounting Flameproof LED Flood light fixture.					
11.1	Supply and Installation of Lighting pole Junction Box, flameproof and weatherproof type to be fixed on pole, 550 mm above ground level along with a suitable earth terminal as per installation drawing.	Nos.	1	12		
11.2	Supply and Fixing of Flameproof 90W LED Flood type or Well glass type lighting fixture with suitable mounting bracket for fixing on lighting pole. (Make: FCG/Baliga/Equivalent)	Nos.	1	12		
12	Supply and Installation of Weatherproof Emergency stop button, Mushroom head type, 1NO+1NC with metal enclosure suitable for wall mounted installation which can be fixed at outside the panel room or near to the sales/dealer room. Push button shall be connected to PDB incomer MCCB shunt trip coil. Scope shall also include supply & installation of PVC conduit for routing the E-Stop push button cable.	Nos.	1	12		
13	Supply & Erection of following sizes of class 'B' G.I.Pipe including all material and labour as per specification and drawings approved					
13.1	Supply and erection of 100mm NB GI pipe installation as per the drawing issued	Mtrs	75	900		



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13.2	Supply and erection of 50mm NB GI pipe installation as per the drawing issued	Mtrs	110	1320		
14	Providing and construction of GI pipe laying Cable trench of 300mm width & 600mm depth including soil excavation, back filling of soil, levelling of grade level, cable route martkers, etc., Soil to be leveled and neatly dressed complete in all respect as per scope of work, detailed construction drawings and directions of the Engineer-incharge.(NOTE: Rate for cable laying shall be separately provided in item No.4)	Mtrs	75	900		
15	The 40KVA servo voltage stabilizer shall be copper wound, oil cooled, servo controlled, Three phase voltage and Neutral stabilizer with automatic/Manual designed for input voltage range of 380V to 480V and output voltage of 415V with frequency 50Hz of AC supply and must have bypass switch	No's	1	12		
					GST in% _____	GST in Rs.
					Total Amount Incl. GST in RS.	