



# **GODAVARI GAS PRIVATE LIMITED**

{A joint venture of M/s Andhra Pradesh Gas Distribution Corporation Limited and  
M/s Hindustan Petroleum Corporation Ltd.}  
**KAKINADA (INDIA)**

## **CITY GAS DISTRIBUTION PROJECT AT EAST & WEST GODAVARI DISTRICTS**

### **BID DOCUMENT FOR**

### **ROUTE SURVEY AND ALLIED WORKS**

### **DOMESTIC COMPETITIVE BIDDING**

***Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001***



### **VOLUME – I OF I**



**PREPARED AND ISSUED BY  
MECON LIMITED**

(A Govt. of India Undertaking)  
Bengaluru, India

March, 2018



 <b>GAPL</b> <small>GODAVARI GAS PRIVATE LIMITED</small>	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	 <b>मेकॉन</b> <small>ISO 9001 Company</small>
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Bid Document No. MEC/23TS/01/51/D2/T01/ER/0001

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 <b>GGPL</b> <small>GODAVARI GAS PRIVATE LIMITED</small>	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	 <b>मेकॉन</b> <small>ISO 9001 Company</small>
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**INVITATION FOR BID (IFB) – DOMESTIC COMPETITIVE BIDDING BASIS**

**FOR**

**ROUTE SURVEY AND ALLIED WORKS FOR CITY GAS DISTRIBUTION PROJECT AT EAST & WEST GODAVARI DISTRICTS**

**Bid Document No. MEC/23TS/01/51/D2/T01/ER/0001**

**1.0 INTRODUCTION:**

M/s Godavari Gas Private Limited (GGPL) a Joint Venture of APGDC & HPCL have been authorized by PNGRB for implementation of CGD Project in East and West Godavari Districts excluding Kakinada Geographical Area (GA). M/s GGPL is implementing CNG & City Gas Distribution Network (CGDN) to supply Natural Gas to domestic, commercial, industrial and automobile Consumers in the Geographical Area (GA) of East & West Godavari Districts.



M/s MECON LIMITED, who has been retained by M/s Godavari Gas Private Limited, as a consultant for “CGD PROJECT AT EAST & WEST GODAVARI DISTRICTS”, invites sealed bids for the item(s) in complete accordance with the Bid Documents / Attachments on behalf of M/s Godavari Gas Private Limited, under **Two-bid system** for “**ROUTE SURVEY AND ALLIED WORKS**” from competent contractors meeting the Bid Evaluation Criteria as detailed herein. Sealed bids along with Bid Security should reach MECON Limited, Bengaluru on or before the due date and time at the address given below.

**2.0 SCOPE OF WORK :**

The scope of work includes preliminary route survey (Reconnaissance Survey), detailed Grid Line Survey & Soil Investigation including corrosion survey along proposed gas pipeline routes including Crossing Survey of large carriageway, waterbody, railways, flyover /over bridge, subways and similar obstructions. The scope of work also involves topographical survey & Geo Technical Investigation on plots. In addition to above, digitisation and development of GIS/LIS of survey pipeline data and uploading of same data in GGPL's GIS software shall also be in the scope of the contractor.

**3.0 SALIENT FEATURES OF BIDDING DOCUMENT**

3.1	Type of Enquiry	<b>Domestic Competitive Bidding basis</b>
3.2	Bid Document No	<b>MEC/23TS/01/51/D2/T01/ER/0001 (To be referred in all future correspondence)</b>
3.3	Bid Evaluation Criteria	As per clause no. 5.0 of IFB

 <b>GGPL</b> <small>GODAVARI GAS PRIVATE LIMITED</small>	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	 <b>मेकॉन</b> <small>ISO 9001 Company</small>
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3.4	Earnest Money Deposit	As detailed at clause no. 8.0 of IFB, Vol. I of II In the form of BG / Demand Draft to be in favour of Godavari Gas Private Limited and payable at Kakinada. Bid Security shall be furnished in physical form as per clause 15.0 of ITB.
3.5	Completion Time from the date of issue of Fax of Acceptance (FOA)	<b>Refer clause 3.0 of SCC</b>
3.6	Bid Document Fees (Non-Refundable)	<b>Not Applicable</b>
3.7	Bid Document on Website	From 20.03.2018
3.8	Site Visit	Refer clause no. 5 of ITB
3.9	Date and Time of Pre-Bid Meeting Venue	At 11.30 hrs. (IST) on 27.03.2018  Godavari Gas Private Limited (GGPL) office, Kakinada  (If the particular day is happened to be a declared holiday in GGPL, Kakinada the next working day shall be considered)
3.10	Date and time for submission of bid	Upto 15.00 hrs. (IST) on 06.04.2018
3.11	Date and time of opening of Un-priced Bids at MECON Limited, Bengaluru	At 16.00 hrs. (IST) on 06.04.2018 (If the particular day is happened to be a declared holiday in MECON, Bengaluru, the next working day shall be considered)
3.12	Contact Person	DGM (I/c) (Contracts) MECON LIMITED No.89, South End Road, Basavanagudi, Bengaluru – 560 004, India Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 Email : <a href="mailto:contractsblr@meconlimited.co.in">contractsblr@meconlimited.co.in</a>

The qualification criteria along with information has been web hosted. The entire tender document has been web hosted at <http://www.godavarigas.in>, <http://eprocure.gov.in/cppp> and [www.meconlimited.co.in](http://www.meconlimited.co.in) websites for the view / participation of the eligible bidders. Bidders meeting the bid evaluation criteria and intend to submit their bid may download the tender for submission by the bid due date and time.

#### 4.0 SEALING AND MARKING OF BIDS

Bids are invited for the item(s) in complete accordance with the Bid Document.

Bids should be submitted in sealed envelope super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced).

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**Part – A (UN-PRICED Bid):**

- i) UNPRICED BID complete with all technical and commercial details of offer. Each page of offer shall be signed & stamped by bidder.
- ii) SOR, identical to Part-B of offer with prices blanked out and mentioned as Items Quoted/Not Quoted.
- iii) Original Copy of tender document along with all Annexure duly signed & stamped on each page as a token of acceptance of all terms & condition.

**Part – B (PRICED Bid):**

ONLY PRICE BID IN DUPLICATE (1 Original +1 Copy), WITH FULL PRICE DETAILS EXACTLY AS PER 'SCHEDULE OF RATES', duly signed and stamped by the authorized signatory on each page. NO OTHER DOCUMENT TO BE ENCLOSED as per Cut-Out Slip. Price bid should contain only the prices, without any condition whatsoever. Bids complete in all respects should be submitted on or before last date and time of Bid submission. **Prices indicated anywhere else in the document other than the Price bid, will not be considered for evaluation.**

**Part – C (EMD – Bid Security):**

The original Bid Security and Bid Document Fee of requisite value must be enclosed in another separately sealed envelope duly super-scribed as 'Bid Security'.

The three SEALED envelopes, containing Part - A, Part - B and Part - C of offer respectively, shall be enclosed in a larger envelope duly sealed and pasted with the enclosed CUT-OUT slips of this tender and shall bear the name and address of the bidder.

**5.0 BIDDER ELIGIBILITY CRITERIA**



**5.1 Technical**

The bidder has to bid and also qualify for A and B given under, bidder should have completed the jobs for A & B under a single contract or separate contract.

- A. The Bidder, under a single contract, should have completed 22.5 km of pipe line route survey in the last 7 years reckoned from bid due date.
- B. The Bidder, under a single contract, should have developed GIS/LIS module for pipelines– for steel pipe line route having length of 22.5 km in the last seven years reckoned from bid due date.

Note:

In case the bidder is executing a contract of above nature which is still running and the contract executed value till one day prior to the due date of submission 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.

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A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However jobs executed 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 / Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC. The experience acquired as subcontractor shall not be considered.

6.0 Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause no.	Description	Documents required for qualification
5.1.	Documents in support of clause no. 5.1 (A) & (B) under technical criteria	Documents Required-Technical Criteria  (a) Detailed work order along with Schedule of Rates.  (b) Completion certificate issued by end user /Owner  In case of rate / maintenance contract - Satisfactory work execution certificate issued by the end user / owner / authorized Consultant.  <b>Note: The completion certificates shall have details like work order no. /Date, brief scope of work, quantity of work, completion date etc.</b>



In absence of requisite documents GGPL / MECON reserves the right to reject the bid without making any reference to bidders.

7.0 **BID EVALUATION AND AWARD OF WORK:**

Bidder will have to quote for all the items(s) of the Schedule of Rates (SOR). Evaluation shall be done on overall least cost basis.

8.0 **Bid Security**

<b>Bid Security Requirement (Rs.)</b>
94,400/-

 <p><b>GGPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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## 9.0 PRE-BID MEETING

The bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any related to the Bid Document and Scope of Work can be addressed during the meeting. Pre-bid Meeting shall be held at place and time as mentioned above at 3.9.

The bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach MECON **at least three days** before the pre-bid meeting. The clarifications shall be provided during the pre-bid meeting.

Non-attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.

## 10.0 ZERO DEVIATION BIDS

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

## 11.0 GENERAL

11.1 Payment of bid document fee shall be submitted through Crossed Bank Draft from a first class International Bank or an Indian Nationalized Bank/ Scheduled Private Bank in favour of Godavari Gas Private Limited, payable at Kakinada and same shall be submitted in physical form along with EMD. The bid of any bidder shall be considered only if the bid is accompanied by the prescribed bid document fee (if applicable) in the form of demand draft along with EMD.



In the event of a particular tender being cancelled, the tender fee (excluding GST) will be refunded to the concerned bidders.

11.2 The following documents to be submitted in Original form:  
**In Envelop:**

- i) Original Demand Draft towards Bid document fee (if applicable)
- ii) Original EMD/ Bid Bond
- iii) Power of Attorney
- iv) Original Integrity Pact duly filled in Bidder's name, name of item and signed by per person holding Power of Attorney and also signed by both the witness. (Not Applicable)
- v) Format F-3A (Not Applicable)

11.3 Bidder can download the Bid Document from MECON's website <http://www.meconlimited.co.in>; GGPL's website <http://www.godavariigas.in> and <http://eprocure.gov.in/cppp>.

Corrigenda/Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the contents of the bidding document have not been altered or modified.

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**11.3.1 A. NSIC/PSU/MSME**

- a) *The firms registered with NSIC (under its single point registration scheme) will be exempted from the bid document fee provided they are registered for the items they intend to quote. The Government Department / PSUs will also be exempted from the payment of bid document fee. However, Industries registered with NSIC shall provide necessary documentary evidence, whereas PSUs shall submit declaration to this effect that they are PSU and are eligible for getting bid documents free of cost.*
- b) *Firm registered with NSIC are exempted from furnishing Bid Security, provided the firms are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate. Further PSU are also exempted from furnishing Bid Security.*
- c) *Small Scale Industries registered with the NSIC under its single point registration scheme, shall be exempted from submission of bid security subject to their enclosing with their bid a copy of latest and current registration certificate”.*
- d) *The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority. Accordingly bidder to furnish the confirmation as per **Attachment-II(5.)** attached herewith along with documents from appropriate authority.”*

**B. *Micro & Small Enterprises (MSEs) are exempted from submission of Bid Document Fee (if applicable) as per provisions of PUBLIC PROCUREMENT POLICY for Micro and Small Enterprises.***

11.4 Single Bidder submitting their bids should not be under liquidation, court receivership or similar proceedings.

11.5 The prospective bidders should not be under 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' during the processing of the tender. The bidder shall give an undertaking regarding the same in their bid. 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, it shall be the sole responsibility of the bidder to ensure that any changes occurring in their above declaration during the processing of the tender are brought to the notice of Employer.

11.6 In case of 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' after award of contract, clause 32 (B) of GCC-Works shall be referred.

11.7 Bids sent through Fax/ E-Mail shall not be accepted.

11.8 GGPL / MECON reserve the right to reject any or all Bids received at its discretion without assigning any reason whatsoever.



	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	
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- 11.9 MECON / GGPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 11.10 Bid document is non-transferable. Bids received from bidders in whose name Bid document fee (if applicable) has been submitted shall only be considered. Bidder must submit the Bid document fee (if applicable) in their name. Bid document fee will be submitted by bidders as per clause 3.6 & 11.1 above.
- 11.11 No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
- 11.12 The Owner/Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer/Consultant, and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 11.13 Bidder shall send duly filled in "Acknowledgement Cum Consent letter" through return fax or latest by within 7 days of date of issue to contact person as mentioned below.



This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

**\* Please specify Bid Document No. in all correspondences.**

**THIS IS NOT AN ORDER**

Yours faithfully,  
**for and on behalf of**  
Godavari Gas Private Limited

(V. IMAYAVARAMBAN)  
DGM (I/c) (Contracts)  
MECON Limited  
No.89, South End Road, Basavanagudi,  
Bengaluru – 560 004  
Ph. No. 91-80-2657 6442 / 26252105  
Fax No. 91-80-26576352  
E-mail : [contractsblr@meconlimited.co.in](mailto:contractsblr@meconlimited.co.in)

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**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 reasons for non-participation against the enquiry/ tender through e-mail/ fax to concerned executive in MECON issued the tender, by filling up the format)

To,  
DGM (I/c) (Contracts)  
MECON Limited  
No.89, South End Road,  
Basavanagudi,  
Bengaluru – 560 004  
Ph. No. 91-80-2657 6442 / 26252105  
Fax No. 91-80-26576352

Sub.: Tender No. .... dated ..... for  
.....( Name of Item/ Job)

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document alongwith 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 reasons given below:-

Reasons for non submission of bid

Agency Name : .....

Signature : .....



Name : .....

Designation : .....

Date : .....

Seal / Stamp : .....

**Note: Bidder shall send duly filled in “Acknowledgement Cum Consent letter” through return fax or latest by within 7 days of date of issue to DGM (I/c) (Contracts) MECON, Bengaluru.**

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**CUT – OUT SLIP: DO NOT OPEN - THIS IS A QUOTATION**

***PART – A (UN-PRICED Bid)***

**(Original Power of Attorney and Complete Technical and Commercial offer WITOUT ANY REFERENCE TO PRICE)**

**Owner** : **GODAVARI GAS PRIVATE LIMITED**

**Project** : **CITY GAS DISTRIBUTION PROJECT AT EAST & WEST  
GODAVARI DISTRICTS**

**Bid Document No.** : **MEC/23TS/01/51/D2/T01/ER/0001**



**Item** : **ROUTE SURVEY AND ALLIED WORKS**

**Due Date & Time** : **Upto 15.00 Hrs. (IST) on 06.04.2018**

**From :** **To :**

	<p><b>Dy. General Manager (I/c) (Contracts)</b> <b>MECON LIMITED</b> <b>No.89, South End Road, Basavanagudi,</b> <b>Bengaluru – 560 004</b> <b>Ph. No. 91-80-2657 6442 / 26252105</b> <b>Fax No. 91-80-26576352</b> <b>E-mail : <a href="mailto:contractsblr@meconlimited.co.in">contractsblr@meconlimited.co.in</a></b></p>
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**(To be pasted on the physical envelope containing Original Power of Attorney and complete technical and commercial offer without any reference to Price) (Part A)**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>MECON</b> मेकॉन ISO 9001 Company</p>
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**Part – B (PRICED Bid)**

**Owner** : **GODAVARI GAS PRIVATE LIMITED**

**Project** : **CITY GAS DISTRIBUTION PROJECT AT EAST & WEST  
GODAVARI DISTRICTS**

**Bid Document No.** : **MEC/23TS/01/51/D2/T01/ER/0001**



**Item** : **ROUTE SURVEY AND ALLIED WORKS**

**Due Date & Time** : **Upto 15.00 Hrs. (IST) on 06.04.2018**

**From :** **To :**

	<p><b>Dy. General Manager (I/c) (Contracts)</b>  <b>MECON LIMITED</b>  <b>No.89, South End Road, Basavanagudi,</b>  <b>Bengaluru – 560 004</b>  <b>Ph. No. 91-80-2657 6442 / 26252105</b>  <b>Fax No. 91-80-26576352</b>  <b>E-mail : <a href="mailto:contractsblr@meconlimited.co.in">contractsblr@meconlimited.co.in</a></b></p>
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**(To be pasted on the physical envelope containing Price Bid) (Part B)**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**Part – C (EMD – Bid Security)  
(Original Bid Security)**

**Owner** : **GODAVARI GAS PRIVATE LIMITED**

**Project** : **CITY GAS DISTRIBUTION PROJECT AT EAST & WEST  
GODAVARI DISTRICTS**

**Bid Document No.** : **MEC/23TS/01/51/D2/T01/ER/0001**

**Item** : **ROUTE SURVEY AND ALLIED WORKS**

**Due Date & Time** : **Upto 15.00 Hrs. (IST) on 06.04.2018**

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	<p><b>Dy. General Manager (I/c) (Contracts)</b> <b>MECON LIMITED</b> <b>No.89, South End Road, Basavanagudi,</b> <b>Bengaluru – 560 004</b> <b>Ph. No. 91-80-2657 6442 / 26252105</b> <b>Fax No. 91-80-26576352</b> <b>E-mail : <a href="mailto:contractsblr@meconlimited.co.in">contractsblr@meconlimited.co.in</a></b></p>
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**(To be pasted on the physical envelope containing Original Bid Security) (Part C)**



**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST GODAVARI**  
**DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
**Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001**



## **PART B**

### **2.1 INSTRUCTIONS TO BIDDERS (ITB)**

### **2.2 PROPOSAL FORMS**





**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST GODAVARI**  
**DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
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**SECTION – II INDEX**

1. SCOPE OF BID:
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**INSTRUCTIONS TO BIDDERS (ITB)**

**A. GENERAL**



**1.0 SCOPE OF BID:**

- 1.1. The Purchaser/Owner/Godavari Gas Private Limited/Owner's representative as defined in the General Conditions of Contract-Works, hereinafter "the Owner" wishes to receive bids as described in the Bidding Documents.
- 1.2. SCOPE OF WORK: The scope of work shall be as defined in the bidding document.
- 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 this bidding documents, the term "bid" and "tender" and their derivatives ("bidder/tenderer", "Bid/tendered/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.



**2. ELIGIBLE BIDDERS:**

- 2.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the bidder.
- 2.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting qualification criteria.
- 2.3 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the Contract if his bid is accepted.
- 2.4 The invitation of bid is open to any bidder.
- 2.5 A bidder shall not be affiliated with a firm or entity
- (i) that has provided consulting services related-to the Works to the Owner during the preparatory stages of the Works or of the Project of which the Works form a part, or
- (ii) that has been hired (or is proposed to be hired) by the Owner as Engineer/ Consultant for the contract.
- 2.6 The bidder shall not be under a declaration of ineligibility by Owner/Consultant for corrupt or fraudulent practices as defined in ITB clause no. 38.
- 2.7 *The bidder is not put on holiday/ blacklisted by GGPL/APGDC/HPCL or Project Management Consultant (PMC) of GGPL or black listed by any Government Department/ Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.*



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- 2.8 While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC) as specified in the Notice of Invitation for Bids (IFB), bidder's past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Owner / Consultant shall be final and binding on the bidder.
- 2.9 *A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed 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 executed for Subsidiary /Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.*
- 2.10 *Any participative bidder submitting bid as a consortium/ joint venture/ consortium member shall not be acceptable.*
- 2.11 *Experience acquired by bidder as sub-contractor shall not be considered for qualification of Bidder Eligibility Criteria.*
- 3. ONE BID PER BIDDER**
- 3.1 A bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 3.2 Alternative bids are not acceptable.
- 4. COST OF BIDDING**
- 4.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and Owner/Consultant, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.
- 5. SITE VISIT**
- 5.1 The bidder is advised to visit and examine the site of works/ Pipeline route and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at Bidder's own expenses. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during implementation.
- 5.2 The bidder and any of his personnel or agents will be granted permission by the Owner/Consultant to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Owner/Consultant and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result hereof. Owner/Consultant shall provide necessary assistance, if required, to the bidder(s) for the purpose of site visit.

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## B. BIDDING DOCUMENTS

### 6. CONTENT OF BIDDING DOCUMENT

- 6.1 The bid documents hosted on GGPL and MECON Websites are as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB:

#### **Volume I of I : TECHNO-COMMERCIAL**



- 6.2. The bidder is expected to examine IFB, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid 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 the Bid.

### 7. CLARIFICATION ON BID DOCUMENTS

- 7.1. *A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail/fax at Consultant's mailing address indicated in the Bid Document. MECON will respond in writing to any request for clarification of the bidding documents, which it receives at least 03 (three) days before scheduled date of pre-bid meeting. Written copies of GGPL /MECON response (including an explanation of the query but without identifying the source of the query) will be hosted on the GGPL's website <http://www.godavariogas.in>, MECON website [www.meconlimited.co.in](http://www.meconlimited.co.in) and Govt. websites <http://eprocure.gov.in/cppp> before bid due date.*

### 8. AMENDMENT OF BID DOCUMENTS

- 8.1. At any time prior to the deadline for submission of bids, the Owner/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the bidding documents by issuing addenda.
- 8.2. *Any addendum/corrigendum/clarifications thus issued shall be part of the Bidding Documents pursuant to ITB clause 6.1 and shall be hosted on the websites as mentioned in clause 7.1 above before the bid due date. All the prospective bidders who have attended the pre bid meeting/submitted Bid document fee till date shall be informed by e-mail/Fax about the addendum/corrigendum/clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.*
- 8.3. The Owner/Consultant may, at its discretion, extend the date of submission of bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

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### C. PREPARATION OF BIDS

#### 9. LANGUAGE OF BID

- 9.1. The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 9.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

#### 10. BIDS FROM CONSORTIUM - NOT APPLICABLE

#### 11. DOCUMENTS COMPRISING THE BID

11.1. The bid prepared by the bidder shall comprise the following: -

##### 11.2. **Part – A: Envelope – Techno-Commercial Un-Price Bid (PART-A)**

11.2.1 Techno-commercial/Un-priced bid and shall contain the following:-

- i. Covering letter with name & signature of person holding Power of Attorney with contact number
- ii. Bidder's General Details/information as per Format F-1 duly filled along with Annexure 1 to Form F-1: MANDATE FORM
- iii. Power of Attorney in favour of person (s) signing the bid with his specimen signature that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv. Bid Form as per Format F-2 duly signed by signing authority & witness
- v. Certificates from Chartered Accountant as per Format F-3A & from banker as per F-3B, if required
- vi. Copy of SOR (Schedule of Rates) with prices blanked out **mentioning "Quoted / Not Quoted" against each item.**
- vii. DELETED
- viii. Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and priced bid opening as per Format F-5
- ix. Confirmation of no deviation as per Format F-6
- x. Certificate as per Format F-7 for confirming the Government of India is not part of



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**DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
**Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001**



Agreement.

- xi. Details of similar work done during past seven years as per Format F-8.
- xii. Duly signed and stamped Format F-9A & Format F-9B pertaining to Performa for bank Guarantee for Contract Performance Guarantee.
- xiii. PF registration Details as per Format F-10 along with copy of PF registration certificate.
- xiv. Checklist as per Format F-11.
- xv. Integrity Pact as per Format F-12 duly filled, signed by bidder & witness.
- xvi. Details of Construction Equipment required as per Format F-13.
- xvii. Details of proposed organization along with CVs of key personnel for home and site offices as per Format F-14.
- xviii. Detailed execution philosophy of work as per Format F-15.
- xix. Undertaking as per Format F-18.
- xx. Void
- xxi. Void
- xxii. Declaration as per Format F-19
- xxiii. Undertaking as per Format F-20
- xxiv. Check List for Running Bill as per Format F-21 duly signed & stamped as an acceptance of format.
- xxv. Void
- xxvi. Void
- xxvii. Copy of GST Registration certificate
- xxviii. PF & ESI Registration certificate.
- xxix. Demand Draft / Bankers cheque for cost of bidding document (if applicable).
- xxx. Documents establishing the Qualification pursuant to clauses of IFB (duly notarized).
- xxxi. Any other information / details required as per Bidding Document.
- xxxii. Void
- xxxiii. Void.
- xxxiv. Void
- xxxv. Void
- xxxvi. Copy of certificate of incorporation/ Memorandum & Articles of Association



Note: All pages of the bid to be signed & stamped by authorized person of the Bidder.

**11.3 Envelope Part B: "Price Bid"**

- 11.3.1 Part – B: shall contain original Price schedule / Schedule of Rates (SOR) duly filled and signed and stamped on each page.



**11.4. Envelope Part C: Bid Security and Tender Fee**

- 11.4.1 Part-C: shall contain Bid Security in original as per Format F-4 & Demand Draft / Bankers cheque for cost of bidding document (if applicable) along with covering letter.

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**12. 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 be 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 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 stipulated in ITB of bidding document.
- 12.7 Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.
- 12.8 Taxes and Duties:**
- 12.8.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 12.8.2 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

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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, Godavari Gas may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

12.8.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of Godavari Gas that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from Godavari Gas to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of Godavari Gas for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

12.8.4 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, 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.



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.

12.8.5 Owner/ Godavari Gas 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.

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

12.8.6 Godavari Gas 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.

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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. .

- 12.8.7 In case Godavari Gas 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 Godavari Gas has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and Godavari Gas 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 Godavari Gas or ITC with respect to such payments is not available to Godavari Gas for any reason which is not attributable to Godavari Gas, then Godavari Gas shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Godavari Gas to Contractor / Supplier.

- 12.8.8 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 Godavari Gas 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.

- 12.8.9 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 Godavari Gas. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then Godavari Gas 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 Godavari Gas.

**12.9 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 may note the above and quote their prices accordingly.

(A confirmation to above is to be submitted along with your bid.).



**13. BID CURRENCY:**

- 13.1. Bidders to submit bid in Indian Rupees and receive payment in Indian Rupees.

**14. PERIOD OF VALIDITY OF BIDS**

- 14.1. The bid shall remain valid for acceptance for three (3) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.

- 14.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/ Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A

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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 bid security for the period of the extension and in accordance with ITB clause 15 in all respects.

**15. BID SECURITY**

15.1. The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.

15.2. The bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to ITB clause 15.9.

15.3 Deleted

15.4 The bid security in Indian Rupees (INR) for Indian bidders shall be in the form of Demand Draft/ Banker's Cheque in favour of Godavari Gas Private Limited, payable at Kakinada or in the form of an irrevocable Bank Guarantee in favour of Godavari Gas Private Limited as per format enclosed at F-4 (*issued by Indian Nationalised /Scheduled bank other than corporative bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Schedule Foreign Bank in case of Indian Bidders and from any reputed international bank or Indian Schedule Bank in case of Foreign Bidders*).

Godavari Gas Private Limited shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, 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 letter head.

15.5 The bid security shall be initially valid for two (02) months beyond the validity of the bid as specified in Clause 15 of ITB i.e. 5 (five) months beyond deadline for bid submission.

15.6. Any bid not secured in accordance with ITB clause 15.1 and 15.4 shall be rejected by GGPL as non-responsive.

15.7. Unsuccessful bidder's bid security will be discharged / returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by OWNER pursuant to ITB clause 14.

15.8. The bid security may be forfeited:



a) If a bidder withdraws its bid during the period of Bid validity.

b) In case of a successful bidder, if the bidder fails:

i) to accept the award in accordance with clause 35 of ITB or

ii) to accept the arithmetic corrections pursuant to clause 30 of ITB and/or



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iii) in case of a successful Bidder, if the Bidder fails, within the specified period

- a) to sign the Contract and
- b) to furnish the performance guarantee in accordance with Clause 37 of ITB.

15.9. Bid security should be in favour of Godavari Gas Private Limited, Kakinada. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the form of irrevocable Bank guarantee shall be in the Format F-4, provided in the bidding document.

15.10 ***Micro & Small Enterprises (MSEs) are exempted from submission of Bid Security as per provisions of clause no. 48 of ITB - PUBLIC PROCUREMENT POLICY for MSEs.***

## 16. PRE-BID MEETING

16.1. The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at the venue stated in IFB.

16.2. The purpose of meeting will be to clarify issues related to tender on any matter that may be raised at that stage.

16.3. The bidder is requested, requiring any clarification of the Bidding Document may notify GGPL / MECON in writing or by fax / e-mail / post at MECON mailing address indicated in the Invitation for Bids. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.

16.3.1 MECON will respond in writing to any request for clarification of the Bidding Document, which it receives at least 03 (three) working days before the Pre-Bid Meeting date. Written copies of GGPL /MECON response (including an explanation of the query but without identifying the source of the query) will be hosted on the websites as mentioned in clause 7.1 above before the bid due date.

16.3.2 Any addendum/corrigendum/ clarification to the bidders query thus issued shall be part of the bidding documents pursuant to ITB clause 6.1 and shall also be hosted on the website as defined in clause no. 7.1, above and will be informed to bidders as per clause 8.2 above.

16.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

## 17. FORMAT AND SIGNING OF BID

17.1. The bidder shall submit bid as per Clause 11 of this ITB as per guidelines given therein.

17.2. The bid shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.



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17.3. The bid shall contain no alterations, omissions or additions, unless such corrections are initiated by the person or persons signing the bid.

**18. ZERO DEVIATION:**

18.1 Bidder to note that this is a ZERO deviation bidding document. Owner/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed General Condition of Contract (GCC-Works), Special Condition of Contract (SCC), Instruction to Bidders (ITB), Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bids with any deviation to the bid conditions shall be liable for rejection.

18.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder:

- 18.2.1 *Firm prices*
- 18.2.2 *Earnest money deposit (EMD) / Bid bond*
- 18.2.3 *Scope of supply/ work*
- 18.2.4 *Payment terms*
- 18.2.4 *Specifications*
- 18.2.5 *Schedule of Rates (SOR) / Price schedule*
- 18.2.6 *Delivery / Completion Schedule.*
- 18.2.7 *Period of validity of bid*
- 18.2.8 *Price Reduction Schedule (PRS).*
- 18.2.9 *Performance Bank Guarantee (PBG) / Security Deposit.*
- 18.2.10 *Guarantee of Material / Works*
- 18.2.11 *Arbitration / Resolution of dispute*
- 18.2.12 *Force Majeure.*
- 18.2.13 *Applicable laws*
- 18.2.14 *Void*
- 18.2.15 *Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.*

**19. E-PAYMENTS**

19.1. Not Applicable.



**20. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES - NOT APPLICABLE**

**SUBMISSION OF BIDS**

**21. SEALING AND MARKING OF BIDS**

21.1 Bid shall be submitted in the following manner in separate envelopes duly super scribed as below:

Part-A – Techno-commercial / un-priced bid

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Part-B – Priced Bid

Part-C – Original Bid Security and Bid Document Fee.

- 21.2. Part-A shall contain one original and two copies of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out and copies of bid security). All the unpriced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelopes duly marked and addressed to MECON, Bengaluru. In the event of any discrepancy between them, the original shall govern. The envelope shall also indicate the name of the bidder.
- 21.3. Part-B - PRICED BID shall be submitted in one original and two copies with duly filled in Price schedule sealed in a separate envelope duly marked and addressed to the Employer including the rate for compensation of extended stay charges.
- 21.4 Part-C - BID SECURITY and Bid document fee in originals shall be submitted sealed in a separate envelope duly marked and addressed to MECON, Bengaluru and shall be submitted to MECON's office at Bengaluru along with their offer.
- 21.4. The three envelopes containing PART-A, PART-B and PART-C should be enclosed in a larger envelope duly sealed and marked and also bear the name and address of the Bidder and Tender No.
- 21.5 The above Envelopes containing original / physical form of bid shall have bid document number and shall be addressed to:



***Dy. General Manager (I/c) (Contracts)***  
***MECON Limited,***  
***No.89, South End Road, Basavanagudi,***  
***Bengaluru – 560 004, INDIA***

Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

- 21.5. Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.
- 21.6 If the envelope is not sealed and marked as above, the Owner / Consultant will assume no responsibility for the misplacement or premature opening of the bid.

**22. DEADLINE FOR SUBMISSION OF BID**

- 22.1. *The Bid must be received in MECON Limited, Bengaluru office no later than the time and date as specified in IFB.*
- 22.2. The Owner/Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail/fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner/Consultant and bidders, previously

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subject to the original deadline will thereafter be subject to deadline as extended.

**23. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE**

- 23.1. Any bid received by MECON after the deadline for submission of bids prescribed on main body of IFB will be rejected and returned unopened to the bidder.
- 23.2. Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

**24. MODIFICATION AND WITHDRAWAL OF BIDS**

- 24.1. The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification/ withdrawal is received by MECON prior to the deadline for submission of bids.
- 24.2. The modification shall also be prepared, sealed, marked and despatched in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.
- 24.3. No bid shall be modified after the deadline for submission of bid.
- 24.4. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to clause 15.8 of ITB.

**BID OPENING AND EVALUATION**



**25. BID OPENING**

- 25.1. Un-Priced Techno – Commercial bid opening:
- 25.2. The Owner/Consultant will open the un-priced techno – commercial bids in the presence of bidders' designated representatives at date & time as stipulated in IFB. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 25.3. Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

**26. PROCESS TO BE CONFIDENTIAL**

- 26.1. Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Owner/Consultant in any manner in respect of bid evaluation or award will result in the rejection of that bid.

**27. CONTACTING THE OWNER/CONSULTANT**

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27.1. From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Owner for any matter relating to the bid it should do so in writing.

27.2. Any effort by a bidder to influence the Owner/Consultant in any manner in respect of bid evaluation or award will result in the rejection of that bid.

**28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

28.1. Techno-Commercial Bid Evaluation.

28.1.1. The Owner/Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

28.1.2. Prior to the detailed evaluation, the Owner/Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.

28.1.3. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

28.1.4. The Owner/Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

28.1.5. The Owner/Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner/Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

(a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that the Owner/Consultant deems necessary or prudent to be taken into consideration.

28.1.6. Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

**29. PRICE BID OPENING**

29.1. The Owner/Consultant shall inform the time, date and venue for price bid opening to all



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such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

- 29.2. The Owner/Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorized bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 29.3. The bidder's name, prices, and such other details as the Owner/Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.



**30. ARITHMETIC CORRECTIONS**

- 30.1. The bids will be checked for any arithmetic errors as follows.
- 30.2. *When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct and*
- 30.3. *When the rate quoted by the contractor 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 corrected.*
- 30.4. *When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.*
- 30.5. *In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.*
- If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.*
- 30.6. If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.
- 30.7. If the price quotes of two bidder's happens to be same, the lowest will be decided based on the Working Capital, such as higher Working Capital Lower Ranking.

**31. CONVERSION TO SINGLE CURRENCY – NOT APPLICABLE**

**32. EVALUATION AND COMPARISON OF BIDS**

- 32.1 *Evaluation shall be done overall least cost basis.*

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

*In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.*

*In case any cess on GST is applicable same shall also be considered in evaluation.*

- 32.2 Any uncalled for lump sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the bid, shall not be considered.
- 32.3 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/ supporting document attached to the price bid, break-up of prices, etc.
- 32.4 If discounts and prices etc. are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

### **32.5 PREFERENCES**

*Purchase Preference to Central Government Public Sector Undertaking (PSU) shall be allowed as per Government Instructions in vogue.*

**a) Purchase Preference**

*Purchase preference to the products and services of Central / State Government / Public Sector, Enterprises and Public Sector Construction and Services Enterprises may be accorded in line with the instructions of the Govt. from time to time.*

**b) Deleted**

**c) Deleted**

**d) MSE preference as per cl. No.48 of ITB.**

- 32.6 **Price Preference - Not Applicable for this tender.**

## **AWARD OF CONTRACT**

### **33. AWARD OF WORK.**

- 33.1. The Owner/ Consultant will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on least cost basis to Owner and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to satisfactorily perform the Contract.
- 33.2. Owner also reserves the right to negotiate the quoted prices before award of work.
- 33.3. **IN CASE AFTER PRICE BID OPENING THE LOWEST EVALUATED BIDDER (L1) IS NOT AWARDED THE JOB FOR ANY MISTAKE COMMITTED BY HIM IN BIDDING OR WITHDRAWAL OF BID OR VARYING ANY TERM IN REGARD THEREOF LEADING TO RE-TENDERING, GGPL SHALL FORFEIT EARNEST MONEY PAID BY THE BIDDER AND SUCH BIDDERS SHALL BE DEBARRED FROM PARTICIPATION IN RE-**



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*TENDERING OF THE SAME JOB(S) / ITEMS(S).*

**34. OWNER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID**

34.1. The Owner/Consultant 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 the 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 Owner/Consultant's action.

**35. NOTIFICATION OF AWARD**

35.1. Prior to the expiration of period of bid validity GGPL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.

35.2. The Progressive Delivery / Completion period, as the case be, shall commence from the date of notification of award / Fax of Acceptance (FOA).

35.3. The notification of award / Fax of Acceptance (FOA) will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 36 of ITB.

**36. CONTRACT AGREEMENT**

36.1. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Owner/Consultant and bidders acceptance there of shall constitute a binding contract between the successful Bidder and the Owner/Consultant based on terms contained in the aforesaid documents and the finally submitted and accepted rates.

36.2. The Contract document shall consist of the following:

- a) Original Bidding Document along with its enclosures issued.
- b) Amendment/Corrigendum to original Bidding Document issued, if any.
- c) Fax of Acceptance.
- d) Detailed letter of Award/Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.



36.3. After the successful bidder has been notified for acceptance of his bid, the bidder is required to **execute the Contract Agreement within 30 days of receipt of Fax of Acceptance** in the form provided in the Bidding Documents.

The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).

36.4. **In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.**

**37. PERFORMANCE GUARANTEE**



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37.1 Pursuant to Clause No. 24 of GCC-Works bidder will provide Performance Guarantee of appropriate value within 30 days from the date of FOA. The contract performance bank guarantee shall be valid 03(three) months beyond the expiry of defect liability period. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract (issued by any Indian Scheduled bank).

GGPL shall not be liable to pay any bank charges, commission or interest on the same.

However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, 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.

**Performance Guarantee for 10% of total order/Contract value shall be exclusive of GST.**

Order value for CPBG shall be excluding GST.

37.2 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.

37.3 There is no exemption to MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

38. **CORRUPT AND FRAUDULENT PRACTICES**

38.1 The Owner requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. The detailed policy is placed as Annexure 1 of this tender document.

38.2. The Owner will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:

38.3. DELETED



38.4. The bidder(s) are required to execute the "Integrity Pact" attached in the bid document. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

39. **WAIVER OR TRANSFER OF THE AGREEMENT**

39.1. The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner.

40. **ORDER OF PRESIDENCE**

40.1. In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings

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or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Letter of Acceptance/ Purchase Order
- ii) Fax / Letter of Intent
- iii) Schedule of Rates as enclosures to Letter of Award
- iv) Job / Particular Specifications
- v) Drawings
- vi) Technical / Material Specifications
- vii) Instruction to Bidder
- viii) Special Conditions of Contract
- ix) General Conditions of Contract
- x) Indian Standards
- xi) Other applicable Standards

**41. UNSOLICITED POST TENDER MODIFICATIONS**

41.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by GGPL / MECON. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by GGPL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

**42. NOT APPLICABLE**



**43. VOID**

**44. Integrity Pact.**

GGPL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the company (GGPL) and its counterparties (Bidders, contractors, vendors, Suppliers, Service Providers/ Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned below are applicable as stated in Instruction to Bidders of Bid document in addition to the existing stipulation regarding corrupt and fraudulent practices.

The attached copy of the Integrity Pact shall be included in the Bid Submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1(one) crore and above). In case a bidder does not sign the integrity pact, his bid shall be liable for rejection.

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44.1 Bidder is required to sign the Integrity Pact with GGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

44.1.1 DELETED

44.1.2 DELETED

44.1.3 DELETED

**45.0 VOID**

**46.0 SUBMISSION OF FALSE / FORGED DOCUMENTS**

- A) Bidder is 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 ground for rejection of the bids and forfeiture of Earnest Money Deposit.
- B) In case, the information/ document furnished by the vendor/ 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 and get the remaining job executed at the risk & cost of such vendor/ contractor without any prejudice to other rights available to GGPL under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.
- C) In case this issue of submission of false documents comes to the notice after execution of work, GGPL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/ Security Deposit furnished by the vendor/ contractor.
- D) Further, such bidder/ vendor / contractor shall be put on Blacklist/ Holiday list of GGPL debarring them from future business with GGPL.

**47. NOT APPLICABLE**

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

48.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) by all central Ministries/Departments/PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions are incorporated:

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security.
- iii) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.



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iv) *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 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.*
- b) *If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.*

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

48.2 *The MSEs 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 at least 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.*

48.3 *The above documents in support of MSE 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.*

48.4 *If against an order placed by Godavari Gas Private Limited, successful bidder(s) (other than Micro / Small Enterprise) is procuring material / services from their subvendor who is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft 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."*

**49.0 DELETED**

**50.0 REASON FOR REJECTIONS OF BIDS**

Bidders if so desires, may seek in writing the reasons for rejection of their bid, to which GGPL shall respond quickly.

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**51.0 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", the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Godavari Gas Private Limited, 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 Godavari Gas Private Limited, such decision of Godavari Gas Private 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."



**52.0 VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

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**ANNEXURE - I**

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

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**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.
- A.2 “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.3 “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.4 “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.5 “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.6 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.7 ”Appellate Authority” shall mean Committee of Directors of Godavari Gas Private Limited.
- A.8 “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 “CEO”.
- A.9 “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.10 “Investigating Agency” shall mean any department or unit of Godavari Gas Private Limited investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Godavari Gas Private Limited, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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**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 Godavari Gas 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 Godavari Gas 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 Godavari Gas 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.



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**(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 Godavari Gas 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 as under.

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.  For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by Godavari Gas	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

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

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**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 same tender/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

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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 Godavari Gas.

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 same tender/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 Godavari Gas or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

**E. Appeal against the Decision of the Competent Authority:**

- E.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.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

**F.** 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.

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**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 Godavari Gas 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:

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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 Godavari Gas.

- 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**

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- (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	<b>POOR</b>	Seek explanation for Poor performance
2.	<b>FAIR</b>	Seek explanation for Fair performance
3	<b>GOOD</b>	Letter to the concerned for improving performance in future.
4	<b>VERY GOOD</b>	No further action

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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 “FA IR”



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

#### **4.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY**

4.1 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.

#### **5.0 EFFECT OF HOLIDAY**

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- 5.1 If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 5.2 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.
- 5.3 Effect on other ongoing tendering:
  - 5.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
  - 5.3.2 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.
  - 5.3.3 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.
- 6.0 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.



- 7.0 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 Godavari Gas 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.

**8.0 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.

**9.0 ERRANT BIDDER**





	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	
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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, Godavari Gas 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.

- 10.0** In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of Godavari Gas that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from Godavari Gas to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	
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Annexure-1

**Godavari Gas Private Limited**

**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 Allocated				

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:

 <b>GAPL</b> <small>GODAVARI GAS PRIVATE LIMITED</small>	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	 <b>मेकॉन</b> <small>ISO 9001 Company</small>
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Name:

Designation:

**Instructions for allocation of marks**

1. Marks are to be allocated as under :



**1.1 DELIVERY/COMPLETION PERFORMANCE **40 Marks****

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
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 safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks and

 <p><b>GGPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>MECON</b> मेकॉन ISO 9001 Company</p>
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<p>iii) Number of deviations</p>	<p>1. No deviation</p> <p>2. No. of deviations <math>\leq 2</math></p> <p>3. No. of deviations <math>&gt; 2</math></p>	<p>5 marks</p> <p>2 marks</p> <p>0 marks</p>
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 <p><b>GODAVARI GAS PRIVATE LIMITED</b> CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS <b>ROUTE SURVEY AND ALLIED WORKS</b> Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</p>	
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**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
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>B.</b>	<b>FOR SUPPLIES</b>	
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

	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	
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Annexure-2

**Godavari Gas Private Limited 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) Contracted 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:

 <b>GGPL</b> <small>GODAVARI GAS PRIVATE LIMITED</small>	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	 <b>मेकॉन</b> <small>ISO 9001 Company</small>
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**Instructions for allocation of marks (For O&M)**



1. Marks are to be allocated as under :

**1.1 DELIVERY/COMPLETION PERFORMANCE **40 Marks****

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
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	1. No deviation	5 marks

 <p><b>GGPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>MECON</b> मेकॉन ISO 9001 Company</p>
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deviations

2. No. of deviations < 2

2 marks

3. No. of deviations > 2

0 marks







**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST**  
**GODAVARI DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
**Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001**



## **2.2 PROPOSAL FORMS**

	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	
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**F-1**  
**BIDDER'S GENERAL INFORMATION**

To,  
M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Telephone Number: \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address: \_\_\_\_\_

1-7 Website: \_\_\_\_\_

1-8 Fax Number: \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

1-9 Banker's Name : \_\_\_\_\_

1-10 Branch : \_\_\_\_\_

1-11 Branch Code : \_\_\_\_\_



**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST**  
**GODAVARI DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
**Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001**



1-12 Bank account number : \_\_\_\_\_

1-13 GST Registration number : \_\_\_\_\_

1-14 PAN No. : \_\_\_\_\_

1-15 EPF Registration No. : \_\_\_\_\_  
[Enclose copy of relevant document]

1-16 ESI code No. : \_\_\_\_\_  
[Enclose copy of relevant document]



1-17 We (Bidder) are cover under the  
definition of section 2 (n) of the MSMED Act : Yes / No  
(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.)

1-18 Whether Micro/Small/Medium Enterprise : \_\_\_\_\_  
(Bidder to submit documents as specified it ITB)

1-19 Type of Entity : Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act).  
(In case of Non-Corporate Entity, bidder will submit  
documentary evidence for same).

(SIGNATURE OF BIDDER WITH SEAL)

**Note : This should be submitted in the Letter Head of the Bidder**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**Annexure 1 to Form F-1: MANDATE FORM**

1. Bidder Name :
2. Bidder Code: :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
  - a. Name of the Bank :
  - b. Name of the Branch and Address of the Branch :
  - c. Branch Code :
  - d. 9 – Digit MICR code Number of the Bank & Branch  
(As appearing in the MICR Cheque issued by the bank)  
(Please do not give multicity cheque book code Number):
  - e. Type of account (Saving Bank, Current or Cash Credit) :
  - f. Account Number :
  - g. RGTS/ IFSC Code (11 digit) :
  - h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/ we declare that the particulars given above are correct and complete and I/ we accord our consent for receiving all our payments through Electronic Mechanism.

Place :

Date :

\_\_\_\_\_  
(Signature and designation of the Authorised person(s) of Bidder)  
Official seal of the Vendor



**BANK CERTIFICATION**

Certified that the particulars furnished above are correct as per our records.

Place :

Date :

\_\_\_\_\_  
Signature of the Authorised Official of the Bank  
Bank's Stamp

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>MECON</b> मेकॉन ISO 9001 Company</p>
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**F-2  
BID FORM**

To  
M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

Dear Sir,

After examining/reviewing the Bidding Documents for Works Contract Tender for Route Survey And Allied Works for City Gas Distribution Project at East & West Godavari Districts including technical specifications, drawings, General and Special Conditions of Contract and Schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Addenda Nos.

\_\_\_\_\_.

We confirm that this bid is valid for a period of three (3) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance within thirty days of such award.

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract 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 Bid 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.

SEAL AND SIGNATURE

DATE:



Duly authorized to sign bid for and on behalf of \_\_\_\_\_

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

**Note: This should be submitted in the Letter Head of the Bidder**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**F-3**  
**LIST OF ENCLOSURES**

M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

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-3A
3. Document showing Financial Situation Information as sought in enclosed format F-3A
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 IFB.
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.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

 <b>GAPL</b> <small>GODAVARI GAS PRIVATE LIMITED</small>	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	 <b>मेकॉन</b> <small>ISO 9001 Company</small>
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**F-3A**  
**(NOT APPLICABLE FOR THIS TENDER)**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Annual Accounts and other relevant records of M/s ..... (Name of the bidder) and certify the following:-

**A. ANNUL TURNOVER OF LAST 3 YEARS**

Year	Amount (Currency)
Year 1: 2014-15	
Year 2: 2015-16	
Year 3: 2018-17	

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year 2018-17
	Amount (Currency)
1. Net Worth	

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

Description	Year 2018-17
	Amount (Currency)
1. Current Assets	
2. Current Liability	
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

Date:

[Signature of Authorized Signatory]



Name:  
Designation:  
Seal:  
Membership No.:

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**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.



 <p><b>GGPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**Format-3B**  
**(NOT APPLICABLE FOR THIS TENDER)**  
**(FORMAT FOR CERTIFICATION FROM BANK IF THE BIDDER'S WORKING CAPITAL IS  
INADEQUATE)**

(To be provided on Bank's letter head)

Date:

To  
M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

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./USD \_\_\_\_\_



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

.....

	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	
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**F-4**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ 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.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

Dear Sir(s),

In accordance with Invitation for Bid under your reference No \_\_\_\_\_  
M/s. \_\_\_\_\_ having their Registered / Head Office at  
\_\_\_\_\_ (hereinafter called the Bidder) wish to participate in the said bidding for

As an irrevocable Bank Guarantee against Earnest Money for the amount of \_\_\_\_\_ is required to be submitted by the Bidder as a condition precedent for participation in the said bidding which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Document.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_  
having our Head Office \_\_\_\_\_

(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the bidder by Godavari Gas Private Limited, the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by Godavari Gas Private Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ [2 months beyond the bid validity]. 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 authorised officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_.



WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp



(OFFICIAL ADDRESS)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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### **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY**

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 banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
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 under intimation to Godavari Gas Private Limited.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. 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/- (Rupees one hundred crore) or its equivalent in foreign currency along with a documentary evidence under intimation to Godavari Gas Private Limited.

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**F-5  
LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS/CONFERENCES

No.

Date:

M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to attend Pre Bid Meeting, un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature



Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.

**Bidder's authorized executive is required to carry a copy of this authority letter while attending the Pre Bid Meeting, unpriced bid opening and price bid opening and submit the same.**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**F-6**  
**NO DEVIATION CONFIRMATION**



M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

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 exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

**Note : This should be submitted in the Letter Head of the Bidder**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>MECON</b> मेकॉन ISO 9001 Company</p>
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**F-7  
CERTIFICATE**

M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

Dear Sir,



If we become a successful bidder and pursuant to the provisions of the Bidding Documents Fax of Acceptance is issued to us for Works Contract Tender for Route Survey And Allied Works, 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 and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorised 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.”

Seal and Signature of Bidder

**Note : This should be submitted in the Letter Head of the Bidder**



 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**F-9A**  
**PROFORMA OF BANK GUARANTEE**  
**FOR CONTRACT PERFORMANCE GUARANTEE**  
**(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

Dear Sirs,



M/s..... having registered office at  
..... (hereinafter called the "CONTRACTOR" which  
expression shall wherever the context so require include its successors and assignees) have  
been awarded the work of..... for Godavari Gas  
Private Limited, Kakinada.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs.....  
(Rupees ..... only) as Initial/full Contract Performance  
Guarantee in the form therein mentioned. The form of payment of Contract Performance  
Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to  
indemnify Godavari Gas Private Limited (hereinafter called "OWNER" which expression shall  
wherever the context so require, include its successors and assignees) in case of default.

The said ..... has approached the BANK (hereinafter called  
"BANK", which expression shall wherever the context so require include its successors and  
assignees) 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 and  
unconditional guarantee with you that if default shall be made by  
M/s. .... in performing any of the terms and conditions of  
the Contract or in payment of any money payable to Godavari Gas Private Limited. We shall  
on first demand without demur, reservation, contest, recourse or protest and/or without  
reference to the CONTRACTOR pay to OWNER in such manner as OWNER may direct the  
said amount of Rupees ..... only or such portion thereof  
not exceeding the said sum as OWNER may from time to time require.
2. OWNER will have the full liberty without reference to us and without affecting this guarantee  
to postpone for any time or from time to time the exercise of any of the powers and rights  
conferred on OWNER under the contract with the said CONTRACTOR and to enforce or to  
forbear from enforcing any powers or rights or by reason of time being given to the said  
CONTRACTOR and such postponement or 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





 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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..... only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever 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 change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto ..... (This date should be 90 (Ninety) days after the expiry of defect liability period) in accordance with the terms of contract which period is deemed to complete on ..... The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the CONTRACTOR is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER.

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... on whose behalf this guarantee is issued.

6. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and not withstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR's liabilities.
7. The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Kakinada Courts.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the 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 Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

9. We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.



Yours faithfully,  
(Signature of a person duly  
authorised to sign on behalf  
of the Bank)

Place:

WITNESS:



1..... (Signature)  
..... (Printed Name)

2. .... (Designation)  
..... (Common Seal)

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**F-9B**  
**PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE**

**NOT APPLICABLE FOR THIS TENDER**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**FORM F-10**

**DETAILS OF P.F. REGISTRATION**

M/s Godavari Gas Private Limited  
D. No.70-14/5/1, Sidharth Nagar,  
Near RTO Junction, NFCL Road,  
Kakinada – 533001  
India

Dear Sir(s),

We confirm that the following PF account is under operation and shall be used for all PF related activities for the labour engaged by us for the work (if awarded to us).



PF REGISTRATION NO. :

DISTRICT & STATE :

**SIGNATURE OF THE BIDDER :** \_\_\_\_\_

**NAME OF THE BIDDER :** \_\_\_\_\_

**Note: Please submit the copy of PF registration certificate.**



 <b>GAPL</b> <small>GODAVARI GAS PRIVATE LIMITED</small>	<b>GODAVARI GAS PRIVATE LIMITED</b> <b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST</b> <b>GODAVARI DISTRICTS</b> <b>ROUTE SURVEY AND ALLIED WORKS</b> <b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b>	 <b>मेकॉन</b> <small>ISO 9001 Company</small>
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**F-11**  
**CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership		

	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	
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	Of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format uploaded.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 3A 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:

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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F-12



**INTEGRITY PACT**  
**(NOT APPLICABLE FOR THIS TENDER)**

**INTRODUCTION:**

Godavari Gas as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (Godavari Gas) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

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**ANNEXURE-1**

**Bidder is required to sign the Integrity Pact with Godavari Gas as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.**



**I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”**

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with Godavari Gas.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass Godavari Gas’s confidential information to any third party unless specifically authorized by Godavari Gas in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
  - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
  - ii) If it comes to know of any unethical or illegal payment / benefit;
  - iii) If it makes any payment to any Godavari Gas associate.
- f) The Counterparty shall not make any false or misleading allegations against Godavari Gas or its associates.

**II VIOLATIONS & CONSEQUENCES:**

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the Godavari Gas business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, Godavari Gas shall be entitled to terminate the Contract. Further, Godavari Gas would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against Godavari Gas or its associates, Godavari Gas reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same





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**INDEPENDENT EXTERNAL MONITORS (IEMS)**

The following Independent External Monitors (IEMs) have been appointed by Godavari Gas, in terms of Integrity Pact(IP) which forms part of Godavari Gas Tenders / Contracts.

- i) \*\*\*\*\*
- ii) \*\*\*\*\*
- iii) \*\*\*\*\*

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in Godavari Gas Private Limited or directly with Vigilance office, Godavari Gas Private Limited, D. No.70-14/5/1, Sidhãrth Nagar, Near RTO Junction, NFCL Road, Kakinada – 533001.

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**ANNEXURE-2**

**INTEGRITY PACT**

(To be executed on plain paper)

Between Godavari Gas Private Limited, a Government of India Public Sector, (here-in-after referred to as “Principal ”).

**AND**

\_\_\_\_\_ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).



**PREAMBLE**

The Principal intends to award under laid down organizational procedures, contract/s for **ROUTE SURVEY AND ALLIED WORKS**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
  - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
  - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
  - iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to



 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

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

**Section 2 – Commitments and Undertakings by the Bidder/Contractor**



1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
  - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
  - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
  - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.
  - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  
2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**Section 3 – Disqualification from tender process and exclusion  
from future contracts**

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any Godavari Gas's future contract/ tender processes **for a period specified in Godavari Gas's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of Godavari Gas's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per Godavari Gas's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

**Section 4 – Forfeiture of EMD / Security Deposits**

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of Godavari Gas’s “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”.

**Section 5 – Previous transgression**



1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder’s exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by Godavari Gas as per Godavari Gas’s “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

**Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors**

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.



**Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

**Section 8 –Independent External Monitor / Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 6 to 8 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Remuneration payable to Monitor (s) shall be borne by Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the Godavari Gas.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

**Section 9 – Pact Duration**

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

**Section 10 – Miscellaneous provisions**

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

-----  
(Name & Designation)  
For the Principal



-----  
(Name & Designation)  
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	
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**F-13**  
**DETAILS OF PROPOSED EQUIPMENTS, TOOLS & TACKLES**

The bidder shall submit the details of all construction equipments, tools & tackles etc. in the following format, required to be deployed as per Annexure -8 to SCC :-.



Sr. No.	Equipment Description	Nos.	Capacity & make	If owned by Bidder		If likely to be purchased by Bidder, expected date of Purchase	If to be Hired		Remark
				Present Location	Expected Date of Availability		Source of Hiring	Reference of Consent Letter	

- Note - 1. In case of equipment are to be hired, Bidder shall indicate the source of Hiring and enclose the consent letter from such sources.
2. Bidder shall clearly indicate the expected date of availability of Owned/ Hired equipment.

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_



 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**F-14**  
**DETAILS OF PROPOSED ORGANISATION**

NAME OF WORK :



BIDDING DOCUMENT NO. :

The Bidder shall submit herein details of Head Office and Project/Site Organisation proposed to be deployed for execution of the work. Bidder shall also furnish the bio-data of Site-in- Charge and key personnel to be deployed.

Bidder understand that the said proposal represents the minimum deployment and the Bidder acknowledges that the said deployment may have to be augmented with additional number and/or categories, if required if directed by Engineer-in-Charge in order to compete the work within the completion schedule and quoted lump sum price.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**DETAILED EXECUTION PHILOSOPHY PROPOSED FOR JOB  
UNDER CONSIDERATION**

NAME OF WORK :

TENDER NO :

Sl. No.	DESCRIPTION	WHETHER TO BE CARRIED OUT IN-HOUSE/OUTSOURCING WITH NAME OF PROPOSED SUBCONTRACTOR <b>(refer note 2)</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

- NOTE: 1. Bidder to give a detailed write-up on all above activities chapter wise and will be evaluated by Employer/Consultant.
2. **In case of outsourcing, details of relevant experience of the sub-contractor is to be submitted alongwith BEC documents.**

**SIGNATURE OF THE BIDDER :** \_\_\_\_\_

NAME OF THE BIDDER : \_\_\_\_\_



**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST**  
**GODAVARI DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
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F-16

**NOT APPLICABLE**



**GODAVARI GAS PRIVATE LIMITED**  
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**GODAVARI DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
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F-17

NOT APPLICABLE





**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST**  
**GODAVARI DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
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NOT APPLICABLE

 <p><b>GGPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>मेकॉन</b> ISO 9001 Company</p>
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**DECLARATION**

- 1.0 We confirm that we are not under any liquidation, court receivership or similar proceedings.
  
- 2.0 We also confirm that we have not been put on holiday/ banned by GGPL/APGDC/HPCL or Project Management Consultant (PMC) of GGPL/APGDC/HPCL or banned by any Government Department/ Public Sector on due date of submission of bid.
  
- 3.0 We also confirm that the content of the Bidding Document including Corrigendum / Addendum (if any) have not been altered or modified.
  
- 4.0 We also confirm that we are not affiliated with a firm or entity,
  - (i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work form a part or
  - (ii) that has been hired (or proposed to be hired) by the employer as Engineer / Consultant for the contract.
  
- 5.0 We confirm that “the document submitted by M/s. .... (Name and address of the bidder) against tender no. .... dtd. .... are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s. ....(Name and address of the bidder) shall be personally responsible not only for the damages or loss to GGPL, but also for criminal proceedings under the relevant laws”.

**Signature & Seal of Bidder**

**Note: This should be submitted in the Letter Head of the Bidder**



**GODAVARI GAS PRIVATE LIMITED**  
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F-20

NOT APPLICABLE

**FORMAT F-21**  
**CHECKLIST FOR RUNNING BILLS**

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	GGPL
<b>(A) Bill Specific point</b>					
1	Cenvat-able Invoice in Contractor's letter-head raised to "EIC, GGPL, * (Place of availment of cervat)"				
2	Memorandum of payment				
3	Abstract of payment sheet dually adjusted with payment received for the previous invoice				
4	Measurement Sheet				
5	Month wise PF/ESI challan copies				
6	Separate invoice for extra work/AHR items more than SOR quantity				
7	Approval of PMC and GGPL for extra work/AHR items if any				
8	Separate invoice shall be submitted for INR & USD portion				
9	State Wise bifurcation of invoiced amount (State & UTI ),wherever applicable (for WCT purpose)				
10	Hard copy of Bill, INR portion (2 original +1 copies)				
11	Hard Copy of bill,USD portion (3 original+ 1 copy)				
12	Soft copy of Bill (Dully tallying with hard copy)				
13	Whether Bill amount/memorandum of payment is matching the amount in service entry sheet				
14	Whether bill has sent through BWS or not(attach BWS receipt)				
15	All the corrections made in the bill should be signed by PMC /GGPL authorized signatory				
16	All the bill documents made namely measurement sheets,bills should tally with the memorandum of payment				
17	SAP service entry sheet dually tallying with the abstract of payment				
18	Undertaking from Contractor towards Compliance with T4S Regulations and other relevant standards against the work carried out and claimed in the Invoice (A Format may be developed in consultation with EIC).				



**FORMAT F-21  
CHECKLIST FOR RUNNING BILLS**

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	GGPL
<b>(B) General Points</b>					
1	(a) Copy of contractor all risk policy				
	(b) Validity of above exist or not				
2	(a) Free issue material (FIM) insurance copy				
	(b) Validity of above exists or not				
3	(a) Copy of indemnity bond for FIM				
	(b) Validity of above exist or not				
4	(a) Employee Insurance Policy				
	(b) Validity of above exist or not				
5	(a) Workman Compensation insurance policy				
	(b) Validity of above exist or not				
6	Copy of certificate issued by appropriate authority for lowering for lower /non -deduction of WCT/withholdingtax/TDS if applicable				
7	3 original letters of contractor mentioning details such as bank name ,address ,country ,account number and swift code (for forign currency innovice) E-banking details should of SBI/ICICI/HDFC bank only				
8	(a) Copy of contrac PBG separetly for INR & forign currency price				
	(b) Validity of above exist or not				
9	Contract agreement copy				
10	Power of attorney in the name of signatory of the bill /indemnity bond				
11	Copy of PAN umber of contractor				
12	Copy of Contract registration certificate with RBI in case of forign contractor				
13	Copy of registration certificate of TIN/Tan of concerened state in which WOT is deducted & deposited				

**NOTE :-**

- 1 There will be signature of concerned contractor, PMC & GGPL representative in place
- 2 Cenvatalbe invoice, Memorandum of payment to be signed by GGPL Section In-charge & GGPL Construction Incharge
- 3 Abstract of Payment, measurement sheets are to be signed by GGPL Section Incharge/ his repersentative
- 4 GGPL spread in-charge / construction in-charge may also require to sign any other relevent documents as applicable from case to case.
- 5 NOC from sub-contractor, if any (deployed after getting approval from GGPL / PMC) regarding receipt of payment from contractor upto previous month.
- 6 In case of final bill contractor shall be required to submit NOC from sub-contractor about receipt of full payment from the contractor.
- 7 Copy of Hindrance register for the specified period (RA Bill period) dully signed by contractor /PMC/GGPL/ to be submitted alongwith RA Bill.

FOR CONTRACTOR

FOR PMC / GGPL



**GODAVARI GAS PRIVATE LIMITED**  
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**GODAVARI DISTRICTS**  
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NOT APPLICABLE



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**F-23**

**NOT APPLICABLE**





**GODAVARI GAS PRIVATE LIMITED**  
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**F-24**

**NOT APPLICABLE**

 <p><b>GAPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>MECON</b> मेकॉन ISO 9001 Company</p>
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**F-25**  
**Performa of NO CLAIM CERTIFICATE**  
[On the Letter-head of Contractor]

WE, ....., a company incorporated under the laws of india, having its registered office at..... and carrying on business under the name and style M/s..... were awarded the contract by Godavari Gas Private Limited in reference to..... dated.....

After completion of the above said Work under the contract, we have scrutinized all our claims, contracts, contentions, disputes, issues with the project officials and we hereby confirm that after adjusting all payments received by us against or R.A. Bills, our balance entitlement under the contract is to a sum of Rs..... (Rupees.....Only) as per our Final Bill dated..... towards full and final settlement of all our claims, dues, issues and contentions from Godavari Gas Private Limited.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s.....and Godavari Gas Private Limited under and with reference to above said contract stands fully and finally settled.

We further absolve Godavari Gas Private Limited from all liabilities present or future arising directly or indirectly out of the contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of Contractor

Dated



**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST**  
**GODAVARI DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
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**GENERAL CONDITIONS OF**  
**CONTRACT (GCC)**



**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST**  
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**FOR**  
**GENERAL CONDITIONS OF CONTRACT**

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- 71.0 Discrepancies between instructions
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- 87.0 Schedule of Rates and Payments
  - (i) Contractor's Remuneration
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- 88.0 Procedure for Measurement and billing of works in progress
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- 93.0 Receipt for Payment
- 94.0 Completion Certificate
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- 102.0 Damage to property or to any person or any third party

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- 103.0 Labour Laws
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- 105.0 Contractor to indemnify the Owner
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- 109.0 General
- 110.0 Safety Regulations
- 111.0 First-aid and Industrial Injuries
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- 116.0 Demolition/General Safety
- 117.0 Care in Handling Inflammable Gas
- 118.0 Temporary Combustible structures
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- 120.0 Explosives
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**ANNEXURES**

- 1. Proforma for Indemnity Bond
- 2. Proforma for Contract Agreement

**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, 2<sup>nd</sup> floor, 40<sup>th</sup> 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.



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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.



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1.1.15. The "**COMPLETION CERTIFICATE**" 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 "**FINAL CERTIFICATE**" 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. "**DEFECT LIABILITY PERIOD**" 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.



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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



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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:**





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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



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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



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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.



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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.
- (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.



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4.2 All pages are to be Initiated: 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.



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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 .



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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 "FIVE 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 "3 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 3 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 along with 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



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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





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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.



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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



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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)



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(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.



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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



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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



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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



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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**





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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



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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



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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**



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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 authorised 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 ensue as provided in the said clause.

**32 Termination of contract**



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**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 deceased 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 deceased 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 or 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 :**



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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



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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



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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





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- 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:**



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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



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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.



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43.2 All charges on account of royalty, tollage, 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.



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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



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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:**



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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**



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**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:**





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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 initiated 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



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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



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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.



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**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.



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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.



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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.



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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.



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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





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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



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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.



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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.



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**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 CONTRACTOR 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



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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



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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 CONTRACT 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.



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**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



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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





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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



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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.



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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.



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**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



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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



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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.



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- (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:**



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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





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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



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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.



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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,



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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.



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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.

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



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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



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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



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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](http://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'





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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 KAKINADA, 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 Kakinada, 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



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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 KAKINADA, EAST GODAVARI DIST, A.P for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at KAKINADA, 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



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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



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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:**



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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 atleast 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.



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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.
- 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.



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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 combustibile structures:**

118.1 Temporary combustibile 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 combustibile 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



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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.





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**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.



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**PROFORMA OF INDEMNITY BOND**

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS GODAVARI GAS PVT. LTD (herein after referred to as GGPL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at D. No. 85-06-23/2, 2<sup>nd</sup> floor, 40<sup>th</sup> Ward, Morampudi Junction, Rajahmahendravaram-533 103, East Godavari Dist, A.P.has entered into a CONTRACT with M/s. \_\_\_\_\_ Incorporated (herein after referred to as the ('CONTRACTOR') which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered office \_\_\_\_\_ for Rs. \_\_\_\_\_ for \_\_\_\_\_ for a period of \_\_\_\_\_ and on the terms and conditions as set out, inter-alia in the Work Order No. \_\_\_\_\_ and various documents forming part there of herein after 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 favour of GGPL indemnifying it from all consequences which may arise out of any Case filed by any workers /Labourers/vendors/ sub-contractors/partner etc. Who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GGPL for above works, which may be pending before any court of Law including Quasi-Judicial Authority, Competent Authority, Labour Court, Arbitrator, Tribunal etc.

NOW, THEREFORE, inconsideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GGPL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertake to compensate to GGPL forthwith, on demand, without protest the loss suffered by GGPL together direct/indirect expenses.

AND THE CONTRACTOR hereby agrees with GGPL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of GGPL arising from any such contract/case for which GGPL has been made party until nowhere- in-after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change/ modification/ amendment/ deletion in the constitution of the firm/contractor 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 claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Place:

Date:

Seal:



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**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.
- C. 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



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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,



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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 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  
on behalf of EMPLOYER.

Signed and Delivered for and  
on behalf of the CONTRACTORS.

GODAVARI GAS (P) LTD.

(NAME OF THE CONTRACTOR)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

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## **PART D**

### **4.0 SPECIAL CONDITIONS OF CONTRACT**

#### **4.1 ANNEXURE TO SCC**



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**4.0 SPECIAL CONDITIONS OF CONTRACT (SCC)**

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- 4.0 INCOME TAX AND CORPORATE TAX
- 5.0 STATUTORY VARIATIONS IN TAXES AND DUTIES
- 6.0 PROVIDENT FUND ACT
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## 1.0 GENERAL



- 1.1.1 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.
- 1.1.2 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.
- 1.1.3 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.
- 1.1.4 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 following shall prevail to the extent of such irreconcilable conflict in order of precedence.
- i) Letter of Acceptance along with Statement of Agreed Variations.
  - ii) Telex/Telegram of Acceptance.
  - iii) Schedule of Rates as enclosures of Letter of Acceptance.
  - iv) Drawings
  - v) Technical/Material Specifications
  - vi) Special Conditions of Contract
  - vii) General Conditions of Contract
  - viii) Indian Standards
  - ix) Other Applicable Standards.
- 1.1.6 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.

## 2.0 SCOPE OF WORK

The scope of work is described separately at PART-E of the bidding document. It is however, explicitly understood that the scope as described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter alia ,carrying out any and all works and providing any or all facilities as are required to complete the work in all respect.

**It is to state that there is no minimum commitment of works to be awarded by GGPL in this tender.**

- 3.0 **TIME OF COMPLETION:** The time period for complete scope of work awarded shall be 12 months from the date of issuance of FOA.

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- 3.1 The contractor shall keep minimum mobilization of team of personnel and resources including survey equipment, tools & tackles, vehicles, office with printers, plotters etc at site for carrying out the survey works under the scope of work for the work fronts communicated in writing by GGPL/MECON from time to time .
- 3.2 Contractor shall give Daily Progress Report of work done on previous day in the Performa prescribed by EIC.
- 3.3 A joint Monthly/weekly programme of execution of work fronts allotted will be prepared by the Contractor in consultation with Engineer-in-charge. This programme will take into account the time of completion mentioned below and if the Contractor fails to achieve the targeted progress schedule, the Employer/Consultant at its option, may terminate the contract as contractor's default and get the work completed from other sources at contractor's risk & cost.

The Contractor shall scrupulously adhere to these Targets/Programmed by deploying adequate personnel, in good time to achieve the targets set out in the weekly and monthly programme. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-charge shall be final and binding on the contractor.



Execution Methodology and time period for completion of works from the date of written communication for taking up of the particular survey work for the work front are as follows:

**A. Steel pipeline (SOR item no. A1, A2 & A4)– upto 15 kms)**

- 1) Reconnaissance Survey (preliminary route survey)
  - a. Reconnaissance Survey and Submission of draft report: 7 days
  - b. Drawings preparation and application to land owning agencies: 3 days
  - c. Final Reconnaissance report submission on receipt of clearance/approval in writing from GGPL/MECON : 5days
- 2) Detail route survey
  - a. Carrying out Detail survey , submission of draft report including alignment sheets , detail crossing drawings etc: 15 days
  - b. Soil stratification and corrosion survey, submission of draft report, drawings and documents including Liasioning with land owning agencies: 10 days
  - c. Final Submission of detailed pipeline route survey documents on receipt of clearance/approval in writing from GGPL/MECON – 7days

**B. Crossing survey (SOR item no. A3) – up to 5 nos**

- a. Carrying crossing survey , submission of draft drawings and report as per specification : 5 days
- b. Drawings preparation and application to land owning agencies: 3 days
- c. Final Submission of drawings/documents on receipt of clearance/approval in writing from GGPL/MECON – 5days

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**C. GIS/LIS (SOR item no. A5)**

1. Steel lines – up to 15 km

- a. Digitisation and Development of GIS/LIS of survey pipeline data as well as as built pipe lines (steel lines) and uploading of same in GGPL'S GIS software as per specification and submission of as drawings /documents: 10 days

**D. Land Survey for CNG/DCU Stations ( SOR item no.A6)**

1. Topographical survey/contour survey– up to 15 acre

- a. Carrying out Topographic survey/contour survey in all respects as per drawing, technical specification and as per the direction of engineer -in-charge and submission draft report & drawings: 10 days
- a. Final Submission of drawings/documents on receipt of clearance/approval in writing from GGPL/MECON – 7 days.

**E. Geo technical investigation (SOR item no. A7) – Each CNG/DCU site**



- a. Carrying out Geo technical investigation as per technical specification and as per the direction of engineer -in-charge and submission draft report & drawings: 7 days
- b. Final Submission of drawings/documents on receipt of clearance/approval in writing from GGPL/MECON – 5 days.

**4.0 INCOME TAX AND COPORATE TAX**

- 4.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 4.2 Corporate tax liability if any shall be on contractor's account.

**5.0 STATUTORY VARIATION IN TAXES AND DUTIES**

- 5.1 All duties, taxes ,fees, charges , expenses ,etc except where otherwise expressly provided in the contract, as may be levied/imposed in consequence of execution of the work or in relation there to or in connection there with as per Acts, Laws, Rules, Regulations in force shall be in the Contractor's account.
- 5.2 The base date for the purpose of statutory variation shall be the due date of submission of bid.

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## 6.0 PROVIDENT FUND ACT

6.1 The Contractor shall strictly comply with the provisions of the Employees Provident Fund Act.

6.2 It is to be noted that the subject contract would be awarded only to those agencies that have valid P. F. Registration Number allotted to them by RPFC.

6.3 The contractor shall deposit employees and employers contribution to RPFC every month.

6.4 The contractor shall furnish along with each running bill, challan /receipts for the payment made to RPFC for the preceding months.

## 7.0 DRAWINGS AND DOCUMENTS



7.1 The work shall be carried out as per drawings/specifications issued/ approved by the Engineer-in-charge during the course of execution of work. Detailed drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor and bidder shall submit these detailed drawings along with originals for GGPL approval before start of work.

## 8.0 TERMS OF PAYMENT

### 8.1 Survey Work:

Sl. No.	Description / Milestones	Payment schedule (%)
<b>SOR item no. A1 (i), A2(i), A3(i) , A3 (ii), A3 (iii) , A4 (i), A6 (i), A6(ii) &amp; A 7(i) to A7 (xiii)</b>		
1.	On completion of field work and submission & approval of Draft report and drawings.	<b>50%</b>
2.	On submission & approval of final report and Drawings.	<b>30%</b>
3.	On Completion of entire works in all respect for the workfront intimated by GGPL/MECON and its acceptance by GGPL/MECON	<b>10 %</b>
4.	On closure of contract with the final bill for the awarded contract	<b>10%</b>
<b>SOR item no. A1 (ii)</b>		
1	On successful completion of application to the land owning agencies	90%
2	On closure of contract with the final bill for the awarded contract	10%
<b>SOR item no. A5 (i)</b>		
	On submission of GIS/LIS data for uploading in GGPL's GIS/LIS software	90%
	On closure of contract with the final bill for the awarded contract	10%

- The Contractor shall raise the Cenvatable Invoice(s) to the Owner for payment of Bills and billing cycle shall be of 30 days.

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- Payment shall be made based on work done & certified by Engineer-in-charge and completion of all contractual obligations.
- Payment shall be made through E-banking only.

### **9.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)**

At Clause no. 20.0 of GCC, following is added:

"In items rate contract where the quoted rates for the items exceed 50% of the GGPL's estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates and service tax as applicable shall be paid extra.

- i) Rates as per SOR, quoted by the Contractor.
- ii) Rates 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 and other expenses.

### **10.0 INSURANCE**

At Clause no. 101 of GCC, following is added.

Contractor at his own expense, shall arrange, secure and maintain insurances from reputable insurance companies to the satisfaction of the EMPLOYER, with in 7 days from the date of Fax of Intent (FOI).

### **11.0 TESTS AND INSPECTION OF WORKS**



11.1 The Contractor shall carry out the various tests as enumerated in the tender document and as per direction of Engineer-in-charge either on field or outside/ laboratories concerning the execution of work and supply of the material by contractor. All the expenses shall be borne by the contractor and shall be considered as included in the items given in SOR. The inspection shall be done by the following agencies:

- a) Representative deputed by Engineer-in-charge.
- b) Representative deputed by Statutory Authority.

Contractor shall give prior notice sufficiently ahead of time to the Engineer-in-charge and also to the authorities to conduct inspection/to witness such tests.

11.2 The work is subject to inspection at all times by the Engineer-in-charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.

11.3 All results of inspection and tests will be recorded in the Inspection reports, Performa of which will be approved by the Engineer-in-charge. These reports shall form part of the contract documents.

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documents.

11.4 For materials supplied by GGPL, Contractor shall carryout the tests, if required by the Engineer-in-charge, and the cost of such tests shall be reimbursed by the GGPL at actual to the Contractor on production of documentary evidence.

11.5 Inspection and acceptance of the work by the Engineer-in-charge shall not relieve the contractor from any of his responsibilities under this contract.

11.6 Statutory fees paid to Statutory Authorities and others for repeat tests and Inspection due to failures, repairs etc. for the reasons attributable to the Contractor shall be borne by the Contractor.

## **12.0 FINAL INSPECTION**

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. if any defects noticed in the work are attributable to Contractor these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the GGPL. The GGPL shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

## **13.0 FIRM PRICE**

It is desired that the Prices should be firm up to completion of all works in all respect and acceptance thereof.



## **14.0 QUALITY ASSURANCE SYSTEM**

14.1 Tenderer shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contract. After the award of the contract, detailed quality assurance programme to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to.

14.2 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedure to be followed for quality control in respect work. The quality assurance system should indicate organizational approach for quality control and quality assurance of activities related to detailed route survey work, at all stages of works at site as well as at manufacturer's works and despatch of material.

14.3 The GGPL or their representative shall reserve the right to inspect/witness, review any or all stages or work at shop/site as deemed necessary for quality assurance.

14.4 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carryout the work as per standards and all codes requirements. In case Engineer-in-charge feels that contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of

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Engineer-in-charge.

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

## **15.0 SURVEY EQUIPMENT AND SITE ORGANIZATION**

### **15.1 Survey Equipment**

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, adequate equipments and tools and tackles and augment the same as decided by the Engineer-in-charge depending on the exigencies of the work so as to suit the survey schedule, without any additional cost to GGPL. The bidder shall submit a list of survey equipments which is proposed to deploy for the subject work along with deployment schedule. No Survey Equipment shall be Supplied by the GGPL.

### **15.2 Site Organization**

The tenderer shall submit the details of Organization proposed by him at site of work for the implementation of the works under the contract, together with bio data of the key personnel. The contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by Engineer-in-charge depending on the exigencies of work to suit the survey schedule without any additional cost to GGPL . Contractor has to provide One Engineer for carrying out the applying for permission to various agencies, correction of maps, reports etc..which will be in the part of scope. This manpower should not be changed without clearance from GGPL/ MECON

## **16.0 COMPLETION DOCUMENTS**



Contractor shall submit the documents as listed in technical specifications as a part of completion document. These documents will be in addition to these mentioned in General Conditions of Contract.

## **17.0 WRONG INFORMATION**

If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, GGPL reserves the right to reject his Bid without any reference to the Bidder.

## **19.0 ADDITIONAL WORKS/ EXTRA WORKS**

GGPL reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decision taken by GGPL Contractor is required to extend necessary cooperation and act as per the instructions of Engineer-in-charge.

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## **20.0 PRICE REDUCTION SCHEDULE (PRS)**

GGPL shall monitor the progress of each activity as per Time Schedule. GGPL shall apply interim PRS for delay in completion of each activity @½% per week or part thereof of the actual executed amount of that activity subject to maximum of 5% of total contract price. However, the final PRS shall be applicable separately after considering the interim PRS, if any, as per the clause 27.0 of GCC.

## **21.0 REBATE IF ANY**

If the Tenderer are desirous to offer any rebate, Tenderer are required to furnish the rebate if any, only in Schedule of Lump sum Price bid. Rebate if offered at any other place shall be considered invalid.

## **22.0 DEFECT LIABILITY PERIOD**

The defect liability period for awarded work will be 12 months which shall be reckoned from the actual completion date of contract (i.e. 12 months from the date of actual completion of work).

## **23.0 LABOUR LICENCE**

If applicable, contractor shall obtain a license from concerned Authorities under the contract labour (Abolition and Regulation) Act 1970, before start of actual deployment of labour and will furnish a copy of the same to GGPL.

## **24.0 RESPONSIBILITY OF CONTRACTOR**

All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc., shall be deemed to be included in the price quoted and no separate payments on account expenses shall be entertained.



Contractor shall be solely responsible for making available for executing the work, all requisite, tools, tackles and testing equipment and appliances. GGPL shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.

The Contractor shall acquaint himself with access availability, facilities such as local labour etc., to provide suitable allowances in his quotation. The contractor may have to build temporary access roads to aid his own work which shall also be taken care while quoting for the work.

## **25.0 MEASUREMENT OF WORK**

Payment will be made on the basis of joint measurements, to be taken by Contractor and certified by Engineer-in-charge. Wherever work executed based on instructions of Engineer-in-charge, or details are not adequate in the drawings, physical measurements shall be taken.



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by Contractor in the presence of Engineer-in-charge.

## **26.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)**

The Contractor, during the entire duration of the contract, shall adhere to requirement of Health, Safety and Environment (HSE).

## **27.0 BONUS FOR EARLY COMPLETION**

Bonus for early completion is not applicable for this work.

## **28.0 STATUTORY APPROVALS**

The approval from any statutory authority (if, required) shall be the contractor's responsibility unless otherwise specified in the tender document. The application on behalf of the GGPL for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.

The inspection of the works by the authorities (if, required) shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the GGPL to the contractor on production of documentary evidence.



Any change/addition (if, required) to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

## **30.0 FORCE MAJEURE**

30.1 Further to clause 26.0 of 'GCC', the contractor shall advise GGPL by a registered letter duly certified by the local Chamber of Commerce of statutory authorities. The beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, GGPL reserves the right to cancel the Contract and the provisions governing termination stated in Bid document shall apply.



## **31.0 RESOLUTION OF DISPUTES/ ARBITRATION**

31.1 Further to clause 107.0 of 'GCC', the WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

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**APPENDIX-I TO SCC  
MEASUREMENT OF WORK**

- i) Payment will be made on the basis of joint measurement, to be taken by Contractor and certified by MECON/GGPL site engineers and Engineer-in-Charge.
- ii) Indian Standard Methods of Measurements (IS 1200), as last amended, shall be referred for measurement purposes, where applicable.
- iii) Measurements of weights shall be in Metric Tonnes, correct to the nearest kilogram. Measurement of lengths shall be in Meters, correct to the nearest centi-metre.
- iv) Linear measurement will be in meters corrected to the nearest centi-metre.

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## APPENDIX-II TO SCC

### 1.0 PROJECT PLANNING, SCHEDULING AND MONITORING:

The following schedules/documents/reports shall be prepared and submitted by the contractor for review/approval at various stages of the contract.

- 1.1 OVERALL PROJECT SCHEDULE:** The contractor shall submit within one week from issuance date of FOI, a sufficiently detailed overall Project schedule in the activity network form, clearly indicating the major milestones, inter-relationship/inter-dependencies between various activities together with a computer analysis of critical path and floats.

The network will be reviewed and approved by Engineer-in-charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract and the same shall not be revised without from the prior permission of the Engineer-in-charge during the entire period of contract.

- 1.2 PROGRESS MEASUREMENT METHODOLOGY:** The contractor is required to submit within a one week days issuance date of FOI, a Progress measurement of Sub-ordering, Manufacturing/Delivery, Sub-contracting, Construction, Commissioning works and the basis of computation of overall services/physical progress informed Owner reserve the right to modify the methodology in part of in full.

### 1.3 FUNCTIONAL SCHEDULES:

The contractor should prepare detailed functional schedules in line with networks for functional monitoring and control and submit scheduled progress curves for each functional viz. ordering, delivery and construction.

### 1.4 PROJECT REVIEW MEETINGS:

The contractor shall present the programme and status at various review meetings as required.

#### i) Fortnightly Review Meeting

Level of Participation: Contractor's/GGPL/Site-In-Charge and Job engineers.

Agenda:

- a) Weekly programmed versus actual achieved in the past week and programme for next week.
- b) Remedial actions and hold-up analysis
- c) Client query/approval

Venue: GGPL Office



**GODAVARI GAS PRIVATE LIMITED**

{A joint venture of M/s Andhra Pradesh Gas Distribution Corporation Limited and  
M/s Hindustan Petroleum Corporation Ltd.}

**KAKINADA (INDIA)**

**CITY GAS DISTRIBUTION PROJECT  
AT EAST & WEST GODAVARI DISTRICTS**

**BID DOCUMENT  
FOR**

**ROUTE SURVEY AND ALLIED WORKS**

**DOMESTIC COMPETITIVE BIDDING**

*Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001*

**VOLUME – I OF I  
PART - E**



**PREPARED AND ISSUED BY  
MECON LIMITED**  
(A Govt. of India Undertaking)  
Bengaluru, India



**GODAVARI GAS PRIVATE LIMITED**  
**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST**  
**GODAVARI DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
**Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001**





**PART E**

**5.0 SCOPE OF WORKS**

**5.1 TECHNICAL SPECIFICATIONS**



**5.2 DRAWINGS**

 <p><b>GGPL</b> GODAVARI GAS PRIVATE LIMITED</p>	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	 <p><b>MECON</b> मेकॉन ISO 9001 Company</p>
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## 5.0 SCOPE OF WORK

### CONTENTS

- 1.0 PROJECT DESCRIPTION
- 2.0 OBJECTIVES
- 3.0 SCOPE OF WORK
- 4.0 SCOPE OF SUPPLY
- 5.0 CONTRACTOR'S RESPONSIBILITY
- 6.0 COMPANY'S OBLIGATION
- 7.0 DOCUMENT AND DATA SUBMISSION

	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	
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## 1.0 PROJECT DESCRIPTION

M/s Godavari Gas Private Limited (GGPL) a Joint Venture of APGDC & HPCL have been authorized by PNGRB for implementation of CGD Project in East and West Godavari Districts excluding Kakinada Geographical Area (GA). M/s GGPL is implementing CNG & City Gas Distribution Network (CGDN) to supply Natural Gas to domestic, commercial, industrial and automobile Consumers in the Geographical Area (GA) of East & West Godavari Districts.

M/s MECON Limited who has been retained by M/s GGPL as a consultant invites bids through E-tendering on Open Domestic Competitive Bidding basis for carrying out route survey for steel pipelines including land availability for District regulatory skid, topographical & geo technical survey for CNG & Decompression (DCU) stations, development of GIS & LIS and other allied works for CGD project for Geographical Area (GA) of East & West Godavari districts.

For the purpose of award in this tender, the scope of work has been estimated considering the plan of GGPL/MECON for setting up of Steel pipeline network in Geographical Area (GA) of East & West Godavari districts in the year 2018-2019.



During the period of execution of this contract, GGPL/MECON, from time to time will intimate to the successful bidder the start and end locations for proposed steel pipelines & CNG, DCU stations. The route selections for steel pipelines will be undertaken by the successful bidder upon receipt of written intimation by GGPL/MECON whenever as required during the contract duration. The pipeline routes shall be studied by the contractor for its laying feasibility, potential PNG consumers demand, optimization, considering min. possible length of pipeline route, minimization of obstacle crossings and avoiding other Topographic constraints.

## 2.0 OBJECTIVE

The objectives of the various survey works envisaged are as follows:

### 2.1 Detailed Route Survey for Steel Pipelines

- i. Reconnaissance survey and preparation of drawing and applying for permission from land owning agencies.
- ii. Detailed grid line survey: Obtaining topographic details along the pipeline route after physical verification of most optimized route and collecting information about the existing facilities, development plans, restricted areas etc. located

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along and in the vicinity of the proposed pipeline route.

- iii. Topographic Survey, geo-technical investigation, Obtaining soil stratification, and soil resistivity data (corrosion survey) along the steel pipeline route.
- iv. Obtaining details of minor and major crossings en-route pipeline and crossing drawings. However, separate detailed crossing drawings preparation and submission shall be as per SOR.
- v. Preparation and submission of alignments sheets
- vi. Development of Geographical & Land information system (GIS & LIS) along the pipeline route as per Company requirements enclosed in the tender.
- vii. Collection of data and Preparation of As-built drawings from steel pipeline contractors

## **2.2 Survey for Compressed Natural Gas (CNG) Stations/Decompression Units Sites (DCU)**



Topographical/contour survey and Geotechnical investigation for setting up of CNG/DCU stations

## **3.0 SCOPE OF WORK:**



Contractor's scope of work for detailed pipeline route survey work shall include, but shall not be limited to the following. The work described herein shall be carried for the pipeline as per applicable technical specifications enclosed along with the tender documents.

- 3.1 Carrying out table top study, reconnaissance survey of alternate routes wherever possible and critical evaluation of route considering survey efficiency. Techno-commercial feasible route shall be properly mentioned in the reconnaissance survey report for approval of GGPL. However, if there is no possibility of alternate reconnaissance survey route, unwanted efforts to generate optional route may be avoided. Payment through the respective SOR item will be made for the final approved route for which application has been made to the land owning agencies.
- 3.2 Identifying and establishing the extent of environmentally sensitive areas such as forest, wild life sanctuaries, plantations etc. including obtaining information regarding type of forest reserved/protected/social), type of plantation etc. in consultation with the concerned authorities.



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- 3.3 Collection of development plans along the proposed pipeline route from various agencies having Jurisdiction thereof.
- 3.4 Providing detailed information for the development of pipeline network where:
- a. Difficulty is expected in mobilization of pipeline construction equipment.
  - b. RoU is likely to be restricted due to built up areas/habitation.
  - c. Areas earmarked for future developments.
- 3.5 Carrying out reconnaissance route survey work of the proposed pipeline as established by Contractor and approved by Company.
- 3.6 Carrying out detailed route survey work along the entire route of the proposed pipeline as established by Contractor and approved by Company. Detailed route survey works shall be carried out in accordance with technical specification including detailed study of crossing like Railways, Roads, Rivers, Canals, Forest Areas and Hilly Terrains etc.
- Detailed route survey along proposed gas pipeline routes covering maximum of 30m on either side of the road boundary limit or up to property line of existing structures whichever is less. Details of road boundary limits shall be obtained from the land owning authorities like Municipal corporation, Gram Panchayat, PWD, Railway, NHAI, etc as per specifications.
- Property/building names viz, residential/commercial/industrial buildings names along steel line corridor should be mentioned in the drawing. The survey shall also include locating of all existing underground cables/pipelines, using cable/pipelines locators and determination of depth of cover.
- 3.7 Carrying out soil investigation/soil stratification along the proposed pipeline route including road & water crossing as per specification enclosed with Tender Document.
- 3.8 Collection of disturbed soil samples from bore holes and carrying out field and laboratory tests as per specification enclosed with tender documents.

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3.9 Collection of population density data along the entire route of the proposed pipeline route as per specification enclosed with the tender document.

3.10 Carrying out corrosion survey including measurement of soil resistivity, chemical analysis of soil/water and collection of related data along the pipeline route and presentation of data as per standard specification for Corrosion Survey.

**Note:**1) Contractor shall be fully responsible for collection of correct and Up-to-date records/ data.

2) Any defects noticed in above information shall be rectified at the risk and cost of the Contractor.



3.11 Supply and installation of the survey markers as per requirements of the specifications and instructions of the Company Representative.

3.12 Tie-in of the starting and termination point of the proposed pipeline survey to the grid-control system being used for end facilities. A global geo-referencing system to be used for complete integration of the survey database.

3.13 Contractor shall also identify the earthquake area along the pipeline route and shall define the seismic zone and its category with proper marking on the route map. This should also be a part of the project report. A separate list of elevation difference be submitted along with project report, wherever major difference has occurred.

3.14 Preparation of survey reports/drawings/documents and submission of the same to Company for review & approval.

3.15 All underground utilities like pipelines, cables etc for road width plus 5 meter on either side of road boundary limit should be surveyed and marked in the drawings using pipe/cable locator/ground positioning radar system and other restricted locations. [In case of the densely populated portions and other restricted locations this may be limited to the extent feasible as approved by Engineer-in-charge on the merit of each case]. All detailed interference survey work to be carried out as per technical specification.

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- 3.16 The scope of work shall also include any other item/activity required to complete the work in all respects as per specifications, drawings, implementation schedule, and instructions of GPL whether specifically mentioned herein or not, but is required to fulfill the intended purpose of this tender document.



The Contractor should collect proposed DP plan / scheme for road expansion, widening and proposed underground utilities. Contractor should aware of future planning of local authorities like Municipal Corporation, Gram Panchayat, PWD, NHAI, etc and other statutory authorities before finalizing detailed route survey.

#### **4.0 SCOPE OF SUPPLY**

- 4.1 Company shall not supply any materials, manpower or equipment for the tendered work and this shall be the responsibility of the Contractor.
- 4.2 The procurement and mobilization / supply in sequence and at appropriate time of all equipment, data, skills, accessories, materials, softwares, hardwares and consumables etc. required for completion of all works covered under this contract shall be entirely the responsibility of the Contractor.
- 4.3 All positioning system, survey equipment, operating personnel including travel cost of operator, their lodging and boarding, local transport, transportation of equipment to and fro, surface transport insurance, any other items required to complete the work as per the requirements of this Tender Document and directions of GPL representative shall be supplied/arranged by the Contractor at his cost without any liability on the part of GPL. All licenses/authorization/levies/charges for connectivity with satellites shall be Contractors' responsibility.
- 4.4 The flag marks shall be properly chosen and marked at major crossings, specified locations and major turning points etc on the maps /drawings including the facility of the Path Finder in such a manner that the same are identifiable at the time of subsequent detailed survey & cadastral survey.



#### **5.0 CONTRACTOR'S RESPONSIBILITIES**

- 5.1 Contractor in general shall carry out Reconnaissance Survey and finalize the route

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for detail survey in consultation with GGPL. Deviation from route, if considered essential by contractor, shall be brought to the notice of the Company Representative.

- 5.2 Providing all qualified/unskilled personnel to carry out the entire job, all survey and other equipment, tools, tackles including pipe/cable locator (Metrotech or equivalent) and all other necessary materials and facilities required to complete the job to the entire satisfaction of the Company Representative in accordance with the requirements of the tender document.
- 5.3 Arranging, acquiring all data, access, permissions and other activities/services required for and/or incidental to performing the work tendered.
- 5.4 Settling all compensation and disputes arising out of any damages caused by Contractor or Contractor's workmen during the execution of the work.
- 5.5 Survey of India Bench-marks and determination of their values including tying-in of proposed pipeline profile to the same shall also be Contractor's responsibility.
- 5.6 Collection of all information and proposed development plans in nearby vicinity of proposed gas pipeline routes shall covering maximum of 30m on either side of the road boundary limit to be obtained from the land owning authorities like local municipal authorities, Gram Panchayat, PWD, Railway, NHAI etc. Information about future plans, irrigation projects, infrastructure projects, afforestation plans, defense, and industrial projects by private/public enterprises in the vicinity be also collected and furnished.
- 5.7 Contractor shall carryout all works in strict compliance with applicable documents enclosed with the tender documents and as per the instructions of Company Representative. The scope of work shall also include any other item/work required to complete the work in all respect as per specifications, drawings and instructions of Company Representative whether specifically mentioned here in or not, but required to fulfill this intended purpose of this tender document.
- 5.8 All maps procured by the Contractor under this contract shall be property of the Company and shall be handed over to the Company on completion of the work.

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5.9 Procurement of all required Survey of maps/imageries /any other map necessary to undertake reconnaissance survey and detail route survey of proposed pipeline shall be in contractor's Scope of Works, without any additional cost to GGPL.

## 6.0 COMPANY'S OBLIGATION

6.1 GGPL/MECON will provide start and end locations only.

6.2 Standard format of drawings like plans & profile, cross section, data sheet for soil investigation & population density etc. will be submitted by Contractor for the approval of GGPL.



## 7.0 DOCUMENT/DATA SUBMISSION

7.1 Contents and presentation of survey data/ records shall be reviewed / approved by GGPL/MECON in the initial stage on sample drawings/documents to be prepared by the Surveyor.

7.2 Two sets of paper copy of sample drawings/ data/ documents for route survey as instructed by engineer in charge shall be submitted by the Contractor for GGPL's/MECON'S review in the form of draft report for entire activities. Suggestions/ Comments, if any, shall be incorporated by the Contractor. This report can be demanded in parts and in different phases as per discretion of GGPL.



7.3 All drawings, reports, formats etc. forming the part of submission to GGPL shall be prepared on approved computer package. All drawings, including, but not limited to alignment sheets, crossing drawings, soil profiles etc. shall be prepared using AutoCAD latest version & GIS based suitable package of the latest version as per decision of GGPL. All reports, formats, write-ups, charts shall be prepared on computer using software package compatible with MS Office 03 or higher version.

- a) Reconnaissance survey report: Four paper copies in colour and report as mentioned in technical specification are to be submitted. Also one softcopy of above on standard CDROM
- b) Detailed pipeline Route Drawings - Four paper copies in colour, (Alignment sheets, L-section, Route Map and one copy on standard CD ROM Crossing



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drawings, Cadastral drawings etc)

- c) Corrosion Survey Report - Four paper copies and one copy on standard CD ROM.
- d) Crossing survey report - Four paper copies and one copy on standard CD ROM.
- e) Topographical survey: Four paper copies and one copy on standard CD ROM
- f) Geotechnical investigation: Four paper copies and one copy on standard CD ROM
- g) GIS/LIS works. Submission of relevant documents both ins hard copies/soft copies

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## 5.1 TECHNICAL SPECIFICATION



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## **5.1 TECHNICAL SPECIFICATIONS**



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- 1) SPECIFICATION FOR RECONNAISSANCE SURVEY
- 2) SPECIFICATION FOR DETAILED ROUTE SURVEY-STEEL GRID LINE
- 3) SPECIFICATION FOR CORROSION SURVEY
- 4) SPECIFICATION FOR TOPOGRAPHIC SURVEY &GEO-TECHNICAL INVESTIGATION SURVEY FOR PLOTS
- 5) SPECIFICATION FOR GIS & LIS DEVELOPMENT SURVEY
- 6) ANNEXURE-I : STEEL PIPELINE ROUTE SURVEY DATA SHEET



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**SPECIFICATIONS FOR  
RECONNAISSANCE SURVEY**



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**RECONNAISSANCE SURVEY CITY GAS DISTRIBUTION PIPELINE**

**TECHNICAL SPECIFICATIONS**

**CONTENTS**

- 1.0 SCOPE
- 2.0 REQUIREMENTS
- 3.0 RESPONSIBILITY OF COMPANY
- 4.0 CROSSINGS:
- 5.0 PROFILES

	<p><b>GODAVARI GAS PRIVATE LIMITED</b></p> <p><b>CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS</b></p> <p><b>ROUTE SURVEY AND ALLIED WORKS</b></p> <p><b>Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001</b></p>	
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## 1.0 SCOPE

The scope of work includes study of Survey Of India (SOI) topographic maps, route alternatives, development of project cost estimates, identification of major/minor crossings (like river, streams, nallahs, canals, railway, NH, SH etc) including approximate width, visual identification of type of soil, congestion of underground facilities limited up to visual inspection and local enquiry, collection of Land use pattern (cultivated, barren, protected/reserved/social forest), identification of areas which may pose problem during construction and acquisition, suggesting alternative routes for detailed survey estimation of pipeline length, approx. cost estimates for acquiring R.O.U. along pipeline route, determination of broad population density index, tentative location/ area for locating permanent facilities such as sectionalizing valves, terminals, Tap-Offs and other facilities including booster stations, if any. Providing details for existing hydrocarbon and other mineral pipelines.

The reconnaissance survey shall be carried out proposing minimum three or more feasible alternative routes and giving details of likely crossings and other constraints that is likely to be encountered during pipeline construction on each route, future development plans of land owning authorities like local Municipal authorities, Gram Panchayat, PWD, Railway, NHAI/SH, etc, availability of land including ownership details for setting up of CNG stations, DRS stations, PCP (permanent cathodic protection) stations, potential Industrial consumers for PNG usage and recommending the best feasible route.

## 2.0 REQUIREMENTS

- 2.1 All survey works shall be performed by or under the supervision of a qualified surveyor.
- 2.2 All measurement shall be in metric units.
- 2.3 The readings and noting shall be neat, legible and the Surveyor shall duly initial scorings and over-writing.
- 2.4 The length of all alternatives shall be clearly mentioned and shown separately in drawing.
- 2.5 Also routes should be suggested based on considerations regarding execution

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feasibility, minimum length, permission feasibility and minimum obstructions.

- 2.6 The side of road or structure along which the proposed pipeline will pass should also be mentioned with proper reasoning for the same.

### **3.0 RESPONSIBILITY OF COMPANY:**

The company (GGPL) will give only location of the two points i.e. the start and end points of the pipeline route. All the other responsibility will be tenderer's.

### **4.0 CROSSINGS:**

#### **4.1 General**

As far as possible, crossings shall be made at right angles. The Surveyor shall record the crossing number, approximate width and chainages at all crossings for all fences, property lines utilities, roads, railways, canals, stream etc., that are crossed shall be mentioned in the report

#### **4.2 Utility Crossings**



The underground facilities such as drainage lines, telephone lines, electrical cables etc. which may cause problem during execution of pipeline shall be located using pipe/cable locator/ground positioning radar system and shall be shown in drawings. Accordingly suggestion shall be given on the side of road(or any structure) the pipeline should pass.

### **5.0 PROFILES:**



The general ground profile shall be mentioned in the report. Also any major change in the profile shall be mentioned in the report. At all crossings the ground profile shall be specifically mentioned.

### **6.0 REPORT AND DRAWINGS:**

- 6.1 The drawing shall be prepared in the standard format and inclusive of all the details mentioned above. Also draft report of the same shall be submitted. The report and drawings shall be approved by GGPL before final submission of drawing and report

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**SPECIFICATIONS  
FOR  
DETAILED ROUTE SURVEY (STEEL PIPELINE)**

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**DETAILED ROUTE SURVEY CITY GAS DISTRIBUTION PIPELINE**

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- 2.0 REQUIREMENTS
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- 7.0 MEASUREMENT OF HORIZONTAL ANGLES
- 8.0 PROFILES
- 9.0 BUILT-UP AREAS
- 10.0 SURVEY NOTES, OBSERVATIONS & COMPUTATIONS
- 11.0 MAPS AND DRAWINGS

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## 1.0 SCOPE

This specification covers the minimum requirements of Topographic survey along the steel pipeline route including locating the centerline of pipeline alignment on the ground, constructing survey monuments, field measurements for planimetry and profiles, indicating the land owner through whose land proposed pipeline will pass and preparation of drawings and documents.

The detailed survey along proposed gas pipeline routes shall cover maximum of 30m on either side of the road boundary limit to be obtained from the land owning authorities like local municipal authorities, Gram Panchayat, PWD, Railway, NHAI/SH etc. on the approved route and submit digitized route, pipeline alignment and profile drawing, crossing drawings in 4 no's coloured prints on a scale of 1:1000 (Horizontal) & 1:100 (Vertical) along with original tracing and CAD output. Underground utilities like pipelines, cables etc should be surveyed and marked in the drawings using pipe/cable locator/ground positioning radar system.

This specification also covers the minimum requirements for soil investigation for the purpose of visual engineering classification of soil along the pipeline route.

## 2.0 REQUIREMENTS

- 2.1 All survey works shall be performed by or under the supervision of a qualified surveyor.
- 2.2 All measurement shall be in metric units.
- 2.3 The readings and noting shall be neat, legible and the Surveyor shall duly initial scorings and over-writing.



## 3.0 PRELIMINARY & LOCATION SURVEYS

The Surveyor is expected to make himself aware of the general conditions of the terrain before starting detailed survey. A Check Survey / Route Verification Survey of the pipeline route as proposed in the attached drawing is to be verified and finalized before starting detailed survey.

### 3.1 Alignment & Location Surveys

A preliminary survey for locating the centerline of pipeline alignment on the ground shall be carried out as follows:

- 3.1.1 Surveyor shall make a preliminary survey along the route of the proposed pipeline to

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establish and flag control points.

- 3.1.2 Surveyor shall locate and identify the existing features or obstructions along the route that are not shown in available maps or drawings.
- 3.1.3 Where it becomes apparent that a better route could be followed, the Surveyor shall consult GGPL/MECON for authorization to make a change.
- 3.1.4 Turning Points (TPs) shall be located by Surveyor in consultation with GGPL/MECON considering the following:
- To avoid obstruction along the line, by ranging on ground and shifting the Turning Points if needed.
  - Check for terrain gradient by using hand clinometers.
  - Ensure proper angle of crossing of keeping as nearly right angle (to road/rail/streams, etc.) as possible. The right angle may be laid on ground by using a chain or string lengths in ratio of 3, 4 & 5.
  - To check from construction point of view and avoid objects like power, telephone and telegraph poles, walls, tube wells or such other structures like boundary walls, houses, etc. should be at a sufficient distance so as not to get damaged during construction.

### **3.2 Cathodic protection (CP) stations:**



For locating the CP station, the tenderer shall identify an approx area of 5MX5M anywhere along the pipeline route. The CP station shall be located at a distance of 50M away from the proposed steel pipeline.

## **4.0 CROSSINGS**

### **4.1 General**

As far as possible, crossings shall be made at right angles. The Surveyor shall record the angles of crossing for all fences, property lines utilities, roads, railways, canals, stream etc., that are crossed. In addition, the true bearings of the centerline of the road, railway, canal, etc. as well as that of the pipe Centerline shall be recorded.



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**4.2 Railway Crossings**

The angles for all railway crossings shall be as close to 90° possible, but in no case less than 85° to the centerline of the railway.

**4.3 Primary Road Crossings**

Primary roads are the National & State Highways, all whether roads (paved/unpaved) and roads providing access to major installations. The angle of crossings shall be as close to 90° as possible, but in no case less than 80° to the centerline of the road.

**4.4 Secondary Road Crossings**

The angles of crossing for secondary roads shall be as close to 90° as possible, but in no case less than 45° to the centerline of the roads.

**4.5 River/Stream/Nallah Crossings**



These crossings shall be established as close as possible to the locations shown on the route map. Crossings shall be located in a comparatively straight reach of the river where the banks are stable and there is sufficient area for construction. Angle of crossing shall be as close to 90° as possible.

**4.6 Canals/ Drainage Ditch Crossings**

The angle of crossing shall be as close to 90° as possible but in no case less than 60° to the centerline of the canal/ drainage ditch. Crossings shall be located where there is no evidence of slumping or erosion of banks or bed.

**4.7 Utility Crossings**

Utilities crossed shall be located at their centerlines with stakes containing station numbers in the survey. The angle of crossings shall be measured and locations established relative to their above ground facilities. The names and sizes of all utility lines shall be included in the survey notes. In the cases of overhead power and telephone lines the distance to the poles and towers on each side of the survey line shall be measured and the numbers of poles or towers noted. Line voltage shall also be recorded. Where possible the survey shall be established so that there is a minimum distance of 50 meters from the survey line to the nearest High Tension pole or tower.

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## 5.0 ACCURACY'S IN MEASUREMENT

- 5.1 Surveyor shall incorporate corrections to the linear ground measurement due to standard errors, variations from standard temperature and pull.
- 5.2 The error for angular closure for the work shall not exceed one minute per station and for linear measurement it shall be read to the nearest 0.005m.
- 5.3 The error on closure for measurements on vertical distance to establish bench marks shall not be more than 24VK millimeters (where 'K' is the linear distance in Km). The observations for measurement of vertical distance on bench marks shall be read to accuracy to the nearest 5mm and for Intersection Points and other points along the pipeline route and at crossings to the nearest 10mm. The error of misclosure in vertical distance shall be distributed linearly.



## 6.0 CHAINAGE

- 6.1 Slack distance measurement will be made using 50m steel tapes or 30m chains. However, in case of abrupt slope change the tape/ chain is straightened parallel to the probable grading.
- 6.2 Distance between Intersection Points staked along the pipeline route shall be measured and recorded. In addition, distance between level points shall also be measured and recorded.
- 6.3 Chaining will be continuous in the direction of survey.
- 6.4 The true bearing of all straights shall be observed and recorded.
- 6.5 Data on nature of terrain, viz. sandy, stony, vegetation, etc. and type of ground will also be recorded along with chainages of change points.
- 6.6 Check on distance measurement will be by stadia method at the time of leveling.
- 6.7 Standard chain survey format will be used for record keeping.

## 7.0 MEASUREMENT OF HORIZONTAL ANGLES

Horizontal angles are measured to indicate the change in direction of alignment and specify the horizontal bend at the Turning Points.

- 7.1 Theodolite, reading direct to 10 seconds or better, shall preferably be used. Angles shall be measured clockwise from back station to forestation. Mean of

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two readings – one on face left and other on face right shall be taken as the horizontal angle.



- 7.2 The line at both ends shall be tied to the grid control system being used for end facilities. True bearing at the beginning, end and every 1-2 km shall be observed to keep a check on errors in angular measurements.

**8.0 PROFILE**

- 8.1 The continuous profile of the proposed pipeline route shall be established from the reduced levels taken
- i) at the starting point
  - ii) at all Turning Points (TPs)
  - iii) at all intermediate points staked on the ground
  - iv) at all points on the pipeline route where there is a change in slope
- 8.2 When the terrain is flat, reduced level shall be additionally recorded along the pipeline route at 100m intervals.
- 8.3 When the terrain is undulating, observation of reduced level shall be made at a sufficient number of points so as to give an accurate plotting of the ground profile along the route.
- 8.4 For road and railway crossings, the reduced levels shall be recorded at all points along the pipeline alignment wherever there is a change in slope within the entire width of the Right-of-way of the road/railway. CONTRACTOR shall prepare a detailed drawing for the crossing in scale 1:250/1:500 (in both horizontal and vertical directions), which shall be truly representative of the crossing profile.
- 8.5 For river/ stream/ nallah/ canal crossings, levels shall be taken at intervals of 5m upto 30m beyond the highest banks on both sides. Levels shall be taken at closer intervals, if there is a change in slope. CONTRACTOR shall prepare a detailed drawing for the crossing in scale.

Note: The scale (1:250/1:500) shall be decided based on the type/size of crossing and as per direction of engineer in-charge.

- 8.6 In right of ways having slope across the pipeline alignment, as encountered in hilly areas, Ghat regions, ravines and other similar areas as directed by Engineer incharge, cross-sections at 50m intervals and for a length of 5m on either side of the pipeline alignment shall be observed and recorded.

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- 8.7 For major water crossing sites, cross section as above shall be observed at both banks.
- 8.8 Method of RISE and FALL shall be used to computer-reduced levels of various points. Check on computation shall be made by using the following formula  
: Back Site – Fore Site =  $\Sigma$  Rise  $\Sigma$  Fall = First R.L. – Last R.L.
- 8.9 Maximum misclosure shall not exceed  $24\sqrt{K}$  mm where 'K' is the distance in Km. Maximum length of line of sight shall not exceed 100m.
- 8.10 All levels shall be with respect of Mean Seal Level (MSL).

#### 9.0 Parallel Alignment

The pipeline alignment wherever runs parallel to an existing or planned under/over ground facility will be treated as parallel alignment. For underground facilities surveyor shall identify and locate them with suitable special ground laths. The following clearances shall be observed in case of parallel alignment defined above.



- Between existing/planned electrical power cables/ lines and the proposed line – 0.5 Meters.
- Between existing / planned communication cables/ line and with proposed line – 0.3 Meters.

#### 9.1 Parallel Encroachment

Unless otherwise stated when the pipeline alignment runs generally parallel to a road or railway it shall be kept sufficiently clear of the Right of Way limits of the facility.



#### 10.0 SURVEY NOTES OBSERVATIONS & COMPUTATIONS

- 10.1 The procedure followed both the field and office calculations shall be such that the results obtained shall be readily understood and retraceable.
- 10.2 All up-to-date notes and observations related to the basis for determination of boundary lines and surveyor shall maintain corners.
- 10.3 Survey records must contain schematic diagrams of all horizontal controls pertinent to the project showing all existing and established control points, bench marks, and any triangulation station and boundary lines.



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## 11.0 MAPS & DRAWINGS

- 11.1 All maps and drawings shall be made on standard format approved / furnished by GGPL/MEON. Surveyor shall perform mapping and drawing work so as to contain all relevant data consistent with the survey notes and observations. The drawings shall also contain details of roads, streets, highways, structures, all types of crossings, terrain, surface vegetation and all other details, which will be required for the purpose of engineering design. All the information thus collected from the survey needs to be digitized using commonly used design software. All the maps shall be produced in specified scale. However, if required the scale can be altered by Engineer-in-charge for specific reasons.

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**TECHNICAL SPECIFICATION FOR  
CORROSION SURVEY**

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**TECHNICAL SPECIFICATION FOR CORROSION SURVEY**

**CONTENTS**

- 1.0 SCOPE
- 2.0 CODES AND STANDARDS
- 3.0 GENERAL
- 4.0 SOIL RESISTIVITY SURVEY
- 5.0 TESTS ON SOIL SAMPLES
- 6.0 ADDITIONAL DATA COLLECTION
- 7.0 REPORT
- 8.0 INFORMATION REQUIRED WITH BID

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## 1.0 SCOPE

The specification covers the corrosion survey including measurement of soil resistivity, chemical analysis of soil/ water and other cathodic protection related data collection along right of way of the pipelines.

## 2.0 CODES AND STANDARDS

Equipment and measurement techniques shall unless otherwise specified, conform to the requirement of following latest applicable standards:-

BIS Specifications  
BS Specifications and Codes of Practice  
NACE Publications



## 3.0 GENERAL

This specification defines the basic guidelines for carrying out the corrosion survey. Contractor shall be responsible for providing necessary data interpretation based on corrosion survey measurement which is intended to form a basis for design of cathodic protection system for the pipeline to be buried along ROW.

## 4.0 SOIL RESISTIVITY SURVEY

- 4.1 Unless otherwise specified the soil resistivity measurements shall be carried out at intervals of approximately 500 mtr. along the ROW. Where soil resistivity is less than 100 ohm mtr and two successive readings differ by more than 2:1 then additional soil resistivity readings in between the two locations shall be taken.
- 4.2 To carryout the soil resistivity measurement Wenner's 4 pin method or approved equal shall be used. Latest soil resistivity method shall be used for carrying out soil receptivity. The depth of resistivity measurement shall be around the burial depth of the pipeline or 1.5 mtr approximately. At locations where multi-layer soil with large variation in resistivity/ corrosiveness is expected and/ or locations specifically advised by Owner or his representative resistivity measurements at additional depth of upto 2.5 mtr (approx.) or more shall be taken. In general the resistivity of soil which shall be surrounding the pipe shall be measured. Hence the depth of measurement/ electrode spacing may vary depending on topography and strata at the area. In





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general, electrode spacing, shall be approximately equal to 1.5 times the depth of the pipelines.

- 4.3 At places where Right-of-way has not yet been cleared measurement shall be made right over the centre line of pipeline route surveyed accounting for the cuttings/ fillings also.
- 4.4 Observations shall be made enclosing the soils adjoining the trench wherever pipeline trenching has already been done.
- 4.5 The observations shall be made enclosing the soil immediately surrounding the pipeline route where right of way has been cleared but trenching has not been done.
- 4.6 All measurement shall be taken at right angles to the right of way unless otherwise asked by Owner or his representative at site.
- 4.7 At places in right of way where other pipelines are already existing care shall be taken to precisely locate such pipes line and take such precautions that observations are not adversely affected by presence of such pipelines.
- 4.8 Care shall also be taken that the observations are not influenced by presence of other earth currents in the area especially in the vicinity of HT lines and plants using earth return in their source of power etc.
- 4.9 Wherever possible/ advised by Owner or his representative depth of water table shall be determined by resistivity observations.
- 4.10 All measurements shall be made and recorded in metric units. While recording the data reference to the nearest point shall be made and provide visual representation of variations in the resistivities along right of way, values shall be plotted on semi log graph sheets. The resistivity graph shall also indicate the resistivities at additional depths measured at various locations and depth of water table.
- 4.11 All lisoning works including obtaining permission from land owning authorities viz, MUNICIPAL COPRORATION/PWD/panchayat etc., for carrying our soil stratification & corrosion survey in the scope of the bidder

## 5.0 TESTS ON SOIL SAMPLES

Soil/ water samples shall be collected along the right of way for analysis. Samples shall be collected on an average at one location per every 10 km along right of way



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with minimum at two locations. Exact locations shall be decided at site depending on the type of soil, soil resistivity and in consultation with Owner or his representative. The soil samples shall be collected at 1 mtr and 2 mtr depth at each location. The collected soil/ water samples shall be analysed to determine presence and percentage of corrosive compounds including moisture content, oxygen activity and pH value.

## 5. ADDITIONAL DATA COLLECTION

The following data shall be collected with a view to generate design data of evaluation of cathodic protection interaction possibilities due to presence of other services in right of way and its vicinity.

- 6.1 Route and types of Foreign Service/ pipelines in and around, running parallel or crossing the right of way.
- 6.2 Diameter, wall thickness, pressure, soil cover etc. of the foreign pipeline.
- 6.3 Foreign pipeline coating details.
- 6.4 Details of existing cathodic protection systems protecting the services including rating and location of grounds bed test station locations and connections schemes etc. Where pipeline is likely to pass close to any existing ground bed, necessary anode-bed potential gradient survey shall be carried out.
- 6.5 Interference remedial measures existing on foreign pipelines/ services/ shall be collected from the owner of the foreign pipeline/ services.
- 6.6 Graphical representation of existing structure/ pipe to soil potential records, Transformer Rectifier Unit/ CP Power source voltage/ current readings.
- 6.7 Possibilities of integration/ isolation of the pipeline CP System with foreign pipeline/structure CP System, which may involve negotiation with Owner's of foreign services.
- 6.8 Crossings or parallel running of any H.T. AC/ DC overhead line with in approximately 25 mtr from ROW along with details of voltage rating, fault level etc.
- 6.9 Voltage rating, phases and sheathing details of parallel running or crossing underground cables with ROW.
- 6.10 Crossing and parallel running of electrified and non-electrified railway tracks along with details of operating voltage and type (AC/ DC).
- 6.11 Information on existing and proposed DC/ AC power sources and system in the vicinity of the entire right of way.
- 6.12 Major river / canal crossings.

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- 6.13 Major cased crossings.
- 6.14 Any other relevant information that may be needed in designing and implementing of proper cathodic protection scheme for the proposed pipeline.

**7.0 REPORT.**



On completion of all the field and laboratory work an interim report incorporating results generated from surveys, additional data collected, results of test carried out, etc. shall be submitted for comments/ approval. The final report incorporating comments/ missing data shall be furnished for records. The report along with various drawings, graphs etc. prepared in connection with the work shall be submitted along with four prints by the contractor.

The report format shall be approved from GGPL.

**8.0 INFORMATION REQUIRED WITH BID**



Bidder shall provide following information along with the bid without which the bids are liable for summary rejection.

- 8.1 Instruments that will be used for carrying out soil resistivity survey.
- 8.2 Measures that will be taken to avoid foreign pipelines/ HT lines etc. affecting the soil resistivity observations.
- 8.3 Measurement location identification procedure.
- 8.4 Procedure for collection of soil samples.
- 8.5 Description of soil test procedure.
- 8.6 Specification of soil testing instruments.
- 8.7 Formats for presentation of results.

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**TECHNICAL SPECIFICATION FOR**

**TOPOGRAPHIC SURVEY & GEO-TECHNICAL SURVEY OF PLOTS**



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### TECHNICAL SPECIFICATION FOR TOPOGRAPHIC SURVEY

#### **1.0 SCOPE OF WORK**

The scope of work includes the following.

- 1.1 Carrying out topographic survey/contour survey for Compressed Natural Gas (CNG)/ Decompression Unit (DCU) site of maximum plot size 40m x 50m in all respect as per drawing and carrying out topographic survey /mapping survey including identifying and plotting the existing facilities for a radius of 100m from the corner of above mentioned CNG/DCU station site with advanced equipment (Total station), and preparation of plans (maps) and report of the entire area / areas indicated for locating the various facilities.
- 1.2 Clearing bushes, shrubs, cutting and removing trees out of the area to be surveyed.
- 1.3 Transferring the level from existing plant / benchmarks available at site and establishing the same at site and taking the approval for the same before commencement of survey work.
- 1.4 Carrying out bench mark (GTS / any other reference bench mark from the nearby existing plant approved by the Engineer-in-Charge) to site/sites under survey by fly leveling, establishing bench marks, grids etc.
- 1.5 Spot level survey of the entire area / areas at specified intervals and development of contours. The agency shall submit survey maps of the site in 1:100 scale indicating grid lines and contour lines, demarcating all permanent features like roads, railways, waterways, buildings, power lines, natural streams, trees etc. Site area drawings should have 2 originals showing spot levels at 3m intervals and contours (with contour line interval of 0.5m) along with all permanent features.

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- 1.6 Demarcating the areas to be surveyed in line with BOQ items and taking approval of same from Engineer in Charge before commencement of work.
- 1.7 Providing survey instruments, construction equipments, tools & plants, materials, labours, qualified surveyors, clearance of bushes, shrubs, cutting of trees, establishment benchmarks, grids, scaffoldings, transport, supervision by competent engineers/surveyors, full insurance and all other incidental items as may be necessary for successful completion of the surveying, mapping and construction works etc. The agency shall be responsible for the security of the equipment mobilized by him.
- 1.8 Furnishing all field data and drawings on 4 (four) CDs apart from 4 hard copies. Furnishing survey report described in detail in the succeeding paragraphs.

## **2.0 DRAWING**

- 2.1 The work shall be carried out as per the instructions of the Engineer-in-Charge. Typical sketch showing the plot area to be surveyed is also attached (Drg. no. MEC/23TS/01/31/D2/CNG/00/0001/R0).

## **3.0 SPECIFICATION**



- 3.1 The work shall be executed according to the specification and good standard of practice necessary to fulfill the objectives of the survey work strictly in accordance with the instruction and satisfaction of the Engineer-in-Charge.
- 3.2 The specification shall be read in conjunction with the description of items in the schedule of quantities. The contractor shall refer to the Engineer-In-Charge any discrepancy which may exist between the drawings, specification and corresponding items of the schedule and the Engineer-In-Charge's decision in this regard on the points raised shall be final and binding on the contractor.

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- 3.3 The work at site shall be carried out under the full-time supervision of a qualified engineer or a senior surveyor. The engineer or senior surveyor shall be responsible for and capable of coordinating the work of the surveying teams, setting out the work accurately, identifying immediately and positively the type of instruments to be deployed and the methodology of surveying to achieve speed and accuracy in the work and shall be fully conversant with the theory and techniques of traversing, triangulation, spot leveling survey work etc., covered by this contract. The agency shall get their equipment calibrated from government approved agency and submit the same to the Engineer In Charge before commencement of topographic survey work.
- 3.4 The agency shall be responsible for the proper execution of the work to such accuracies as specified in the specification, drawings or as directed by the Engineer-in-Charge from time to time.
- 3.5 After mobilization of the instruments to site, these shall not be removed from the site by the agency without the prior written permission and approval of the Engineer-in- Charge. In case the instruments are moved out of the site without the prior written permission and approval, the Engineer-in- Charge reserves the right to deduct from the agency's bill(s) the amount as considered reasonable and/or to withhold the payments for the work done. The decision of the Engineer-in-Charge in this regard shall be final and binding on the agency.

#### **4.0 TOPOGRAPHIC SURVEY AND MAPPING**

- 4.1 A detailed topographic survey of the project shall be carried out by total station and digital auto level survey and survey plans shall be prepared at a scale of 1:100 or as necessary. Site plan shall show all boundaries with adjoining properties, access roads/paths, water ways, railway lines, important landmarks, trees as well as accurate dimension of sides and diagonal. Detailed survey showing spot level at 3 (three) metre grid and 0.5 metre contour intervals shall



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be carried out. The survey will also include establishment of control points, permanent bench marks at location as shown in the drawings. The necessary jungle clearance and provision of temporary pathways, will be in the agency's scope. The details of any existing structure, overhead/underground electric lines & posts, and telephone lines including OFC, water pipe lines, sewage/drains open or closed, river/nallahs that may be passing through or near the site with exact location should be shown on the site plan. Positions in plan of all natural and artificial features of the area like waterways, trees, cultivation, houses/any structure, fences, pucca and kutcha roads including culverts and crossings, foot tracks, fencing and other permanent objects like telephone posts etc are to be established and subsequently be shown on survey maps by means of conventional symbols (preferably symbols of Survey of India maps). The survey shall also include details of existing underground pipelines, cables etc. in the area of the survey. All earth deposits, depressions, hills and valleys within the area/areas are to be surveyed and plotted on maps by contours. Survey work shall be carried out in the area/s to plot on survey maps the contours at specified intervals duly establishing the horizontal and vertical control. Any unusual condition or formations on the ground, location of rock outcrops and springs/falls etc shall also be noted and plotted on the maps. The proposal for diversion / closure / containment for these artificial and natural services and features must be recommended separately either to improve the site condition or to enhance the suitability of site for construction activities and other land uses. Record of levels/ level charts shall be provided by the survey agency.

The existing approaches to the site shall be clearly brought out in the site maps. The general topography, locations including vegetation type and patterns, existing buildings and other structures on site shall also be indicated on the drawings.

- 4.2 The field work shall be done with total station equipment in the following steps.



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- i) Establishing horizontal and vertical controls and locating reference grids and bench mark in the area.
- ii) Surveying for establishing spot levels and plotting contours.
- iii) Surveying for locating natural and manmade details as described earlier.
- iv) Location of Magnetic North.

4.3 The grids for the survey work shall be established in N-S & E-W direction corresponding to magnetic north or the site north as directed by the Engineer-in-Charge.



## 5.0 TRAVERSING

5.1 Triangulation or traversing or a combination of both shall be adopted for the purpose of establishing horizontal control and in order to determine the exact relationship between various existing points on the ground so that survey required under the present scope of work and in future may be co-related and tied together.

5.2 Total intelligent station instruments should be deployed to achieve the specified accuracy of the work. Proper precautions for avoiding graduation errors, instrumental and personal errors should be scrupulously observed.

5.3 From main traverse/triangulation station, subsidiary stations shall be established at suitable interval to cover the entire area. Level of these stations shall be based on the bench mark established in the survey area. Occupying the main & subsidiary stations, all major details shall be surveyed by total station equipment.

5.4 The closing error in traverse shall not exceed one in twenty five thousand (1 in 25000) in terms of length or  $L/N$  seconds (total in angular measurement) whichever is less (where L is the least count of the instrument and N is the number of stations).



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## 6.0 CONTOURING



- 6.1 Agency shall carry out spot level surveying at an interval of 5m for contouring the area/areas. Levels shall also be taken on all traverse stations and on salient points located at random over the area (ground points). Contours are to be interpolated at 0.5m intervals after the above points are plotted. The contours shall not be just interpolated but properly surveyed on the ground so that features falling between the two successive levels are also picked up. Sufficient points properly distributed over the entire area shall be located and levels taken so that accurate contouring can be done. At places of sharp curvature or abrupt change in direction and elevation, points selected shall be close to each other. Salient points on ridge lines and valley lines shall also be measured.
- 6.2 Cross-section of canal / nallah, if any, shall be prepared by taking spot levels at 5m interval or less depending upon the site conditions and instructions of the Engineer-in-Charge. The spot levels interval on canal slope shall not be more than 0.5m. Furnishing survey report as described in detail in the succeeding paragraphs is also included in the scope of work.
- 6.3 Leveling operation shall always start from main/subsidiary stations whose levels are based on the bench mark established in the survey area and closed on the same.
- 6.4 Closing error in leveling shall not exceed the limit mentioned in clause 6.4.

## 7.0 PREPARATION & SUBMISSION OF SURVEY MAPS

- 7.1 The survey report shall contain information indicating setting out of the grids, total area surveyed, bench marks, grids, demarcation of the land, jungles, bushes & vegetations etc. amongst all other details mentioned elsewhere above including methodology adopted for surveying and instruments deployed including staff working on the site and difficulties encountered during execution of the work etc.

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- 7.2 The agency shall submit survey maps of the site in 1:100 scale indicating grid lines and contour lines, demarcating all permanent features like roads, railways, waterways, buildings, power lines, natural streams, trees etc. Site area drawing should have two originals showing spot levels at 3m grids and contours (with contour line interval of 0.5m) with grid lines, contour lines and permanent features. The agency shall provide cross section of existing nalla ponds etc., if any, details of existing culverts with invert levels.
- 7.3 All the maps should be prepared in digitised forms using Inkjet/Pen plotter and standard computer software like AutoCAD - 12/13/14 or latest version of Autocad on standard A-0 size polyester base film. The block of name plate of all the drawings should be as per MECON standard.

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**TECHNICAL SPECIFICATION FOR GEOTECHNICAL INVESTIGATION SURVEY**

**1.0 SCOPE OF WORK**

**1.1 Soil Investigation**

The scope of services of the contractor for undertaking soil investigation work shall cover all the work connected with soil exploration program at the proposed plots including the setting out of locations of the various exploration points from reference point, conducting all field investigations at site, collection of soil and water samples, field and laboratory tests and submission of final report in 4 (Four) copies.

All field investigation, laboratory tests and reports etc. shall be done in accordance with the latest relevant Indian Standard Codes.

**2.0 TECHNICAL SPECIFICATIONS OF WORK**

The details to be covered in the contract work shall include the following:

**2.1 SOIL INVESTIGATION WORK**

**2.1.1 Field Investigation and Test**



This specification deals with Field Investigation/ tests and laboratory tests involved in ascertaining soil stratification & engineering properties of the soil at proposed project site.

The field investigations/ tests comprise of the following:-

**2.1.2 Exploratory Bore Holes**

There shall be One / two boreholes at specified plot. The location of these shall be indicated by GGPL/MECON before commencement of field activities. The location and number of these bore holes can be altered at site, if found necessary by GGPL/MECON. All bore holes shall be of 100 mm diameter and shall be sunk into soil to a depth of 10m or up to refusal strata, whichever is earlier.

The exploratory work at site shall be carried out by using shell and auger equipment.

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Disturbed samples for boring shall be collected every 1.5m or change in stratum and representative samples placed systematically for proper logging of the strata. The existing ground level shall be marked in terms of RL. Proper logging shall be done with description of different strata encountered

with their reduced levels. All boreholes after completion of work shall immediately be filled in with a mixture of bentonite slurry and clay-sand mixture.

### 2.1.3 Undisturbed Sampling



In cohesive and semi-cohesive soils, undisturbed samples conforming to IS:2132 shall be taken using open tube samples with an area ratio of less than 15% so as to obtain a core of samples of 100mm diameters and 450mm long at every change in stratum or at intervals of 1.5m whichever is less. The tubes shall be marked and the ends of the sample tube shall be sealed properly with wax of thickness not less than 25mm and capped properly immediately after the sample is recovered from the borehole to ensure no loss of moisture with time while retained in the tube. Sample tubes shall be immediately shifted to the laboratory for testing.

### 2.1.4 Standard Penetration Test (SPT)

The S.P.T. shall be performed at the base of boreholes as per IS:2131 with the first test at a depth of 0.5 m and thereafter at every change in stratum or at intervals of 1.5 metre whichever is less in both cohesive and non-cohesive soil. The S.P.T. shall also be conducted at termination depth of Borehole.

Test may also be required to be carried out in compact sand which in normal terminology will be refusal strata. No. of blows required to penetrate every 150mm shall be recorded in case of normal sand, silt or clay as per IS:2131. In case of dense/ hard stratum, the penetration (in mm) for every 20 blows per test shall be recorded. All these field records are to be submitted along with bore logs.

Bent rods and damaged/ defective nipples shall not be used for the test and shall be replaced immediately by proper ones. Centering spacers shall be used at every 6 meters or at smaller intervals in depths to reduce the effect of whipping of rods. Samples collected in process of conducting S.P.T. shall be preserved as disturbed sample. Graphs shall be drawn for each penetration test. Collection of undisturbed samples and conducting S.P.T. tests will be done alternatively.

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### 2.1.5 Disturbed Samples

Representative disturbed samples obtained from boring at every 1.5 metre interval in depth or change in stratum shall be placed in suitable jars labeled properly for onward transmission to the laboratory. These samples shall be sent to the laboratory immediately after the boring is complete.

All S.P.T. samples shall also be similarly preserved.



### 2.1.6 Standing Ground Water Level

Records shall be maintained of the level at which water is struck and the level of any rapid in flow shall also be recorded. On reaching such level the borehole shall be left open for a period of two hours to observe the rise of water in the casing. Boreholes can be continued thereafter, upto the end of the day. The level of the water in the casing at the end of the day and at the beginning of the next day shall be recorded properly. For studying the ground water table no drilling mud will be permitted for stabilising the hole.

**2.2** Laboratory tests shall be conducted on selected samples collected from site to establish the physical and chemical properties of soil. Following tests shall be done as appropriate in accordance with latest relevant Indian code of Practice.

#### Laboratory Tests

- i) Natural moisture content
- ii) Void ratio
- iii) Liquid plastic and shrinkage limits
- iv) Specific gravity
- v) Dry density and bulk density
- vi) Direct Shear test
- vii) Consolidation/ swelling test
- viii) Particle size analysis
- ix) Triaxial test (undrained quick test)
- x) Test on core samples
- xi) Chemical properties of the soil & sub-soil water
- xii) CBR test

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### 2.2.1 Atterberg Limits

Liquid and plastic limit tests shall be conducted on all cohesive soils for classification purposes and for predicting engineering properties. The results of limit tests shall be plotted on the plasticity chart of A. Cassagrande. Shrinkage limit shall also be determined for a few soil samples.

### 2.2.2 Particle Size Analysis

Particle size analysis shall be done on all clayey and sandy samples. Both sieve and hydrometric analysis shall be conducted and gradation curves shall be plotted to show the particle size distribution.

### 2.2.3 Shear Tests

Shear tests shall be conducted on the undisturbed samples. A few unconfined compression tests shall be conducted on clayey samples but the majority of clayey samples in undrained condition shall be subjected to triaxial tests. The cohesion values and angle of internal friction are to be determined either by Mohr's circle or by any other method.

Particular attention shall be paid for conducting triaxial tests, each of which shall be done on a minimum of 3 specimens. Specimens shall be prepared by trimming and not by pushing small tube in a large tube.

### 2.2.4 Consolidation Tests

A few consolidation tests shall be carried out on undisturbed samples of clayey soil, to estimate the settlement of foundation from "e-log p" curves, compression index - C<sub>c</sub> and co-efficient of consolidation – C<sub>u</sub>. Consolidation test shall be done in manner that will not allow the sample to swell.

### 2.2.5 Swelling Test



For soils of expansive nature, swelling tests on a few samples shall be selected for conducting swelling test to determine swelling pressure and magnitude.

### 2.2.6 Specific Gravity and Bulk Density

These shall be determined as per the standard procedures.



### 2.2.7 Chemical Analysis of Soil and Sub-soil Water Samples

Water samples from a few bore holes shall be taken and chemical analysis shall be done for sulphate, chloride content and pH value, particularly to determine the

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aggressiveness to concrete, steel and GI pipes. Care shall be taken to ensure that they are not diluted with rain or surface water during recovery from the boreholes. Similarly, a few soil samples shall be chemically tested to determine the sulphate contents, chloride content and pH values and other aggressive components as per IS - 2720



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**ANNEXURE-I**

**STEEL PIPELINE ROUTE SURVEY DATA SHEET**

Pipeline Size (NB, inch)	:	12/10/8/6/4
Gradient *ROU	:	1:5 –Along pipeline alignment 1:5-Across pipeline alignment
Bend Radius	:	3D for pipeline size upto 12”
Minimum Distance between TP’s	:	100 m/as per site feasibility in town/city limits
Maximum deflection angle at TP	:	90 degree
Pipeline location	:	As per feasibility

Note :

- 1) Number of TP’s along the pipeline route shall be kept to a maximum. Additional traversing requirement for TP optimization shall be carried out by the Contractor prior to finalization of TP’s
- 2) Chainages for pipeline shall start with 0.0 chainage in the direction of flow for each part. In case of spur lines the branch off location from trunk line shall be chainage 0.0 km
- 3) In case of river crossings, no TP shall be located within 150 m from the defined bank on either side, unless instructed otherwise by Company Representative.

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### 5.1 DRAWINGS

S/NO	DRG NO	Rev	DESCRIPTION
1	MEC/23TS/01/31/D2/CNG/00/0001/R0	0	TYPICAL CNG STATION LAYOUT FOR SURVEY





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**CITY GAS DISTRIBUTION PROJECT AT EAST & WEST GODAVARI**  
**DISTRICTS**  
**ROUTE SURVEY AND ALLIED WORKS**  
**Bid Document No.: MEC/23TS/01/51/D2/T01/ER/0001**



## **PART F**

### **6.0 SCHEDULE OF RATES (SOR)**

**SUMMARY OF BIDDER'S PRICES FOR Schedule of Rates (SOR) (To be indicated in Indian Rupees )**

Sr. No.	Description	In INR	
		(In Figures)	(In Words)
1)	Total Amount (all inclusive except GST) from SOR		
2)	Goods and Services Tax (GST) @ 18.00% on Total Amount mentioned at SL. No. 1 above		
3)	Gross Total Amount (Sl. No. 1+2)		
Place Date	: _____ : _____	Signature of Authorised Signatory Name : Designation : Seal :	

**Conducting ROUTE SURVEY AND ALLIED WORKS for CGD project at EAST & WEST GODVARI:**

Tender no. MEC/23TS/01/51/D2/T01/ER/0001

**SCHEDULE OF RATES (SOR)**

Sl. No.	Description	Unit	Qty.	Unit rate (Rs) (all inclusive except GST) in Rs.	Total Amount (all inclusive except GST) in Rs.
<b>A1</b>	<b>Preliminary route survey (Reconnaissance Survey for steel grid pipeline)</b>				
A1(i)	Carrying out reconnaissance survey as per Specification/Scope of work in the tender and instructions of Engineer-in-Charge and submission of four coloured drawings and report.. The reconnaissance survey shall be carried out proposing minimum three or more feasible alternative routes and giving details of likely crossings and other constraints that is likely to be encountered during pipeline construction on each route, future development plans of land owning authorities like Municipal corporation, Gram Panchayat, PWD, NHAI , etc., availability of land including ownership details for setting up of CNG stations, DRS stations, potential Industrial consumers for PNG usage and recommending the best feasible route .	KM	150		
A1(ii)	Preparing the map for applying of permission from Municipal corporation, Gram Panchayat or various land owning authorities using Google map or secondary maps as applicable ( With authorisation from concerned agency) and submission to concerned land owning agencies in the required format and /or uploading in the website as required for applying of permission and submitting 4 copies of the applied permission drawings along with soft editable copies and CAD output on CD to GGPL/MECON. All liaisoning works for applying and obtaining secondary maps is included in this item.	KM	150		
	<i>Note: Payment will be made for the final approved route for which application has been made to the land owning agencies.</i>				
<b>A2</b>	<b>Detailed Grid Line Survey (for steel grid pipelines)</b>				
A2(i)	Carrying out detailed survey along proposed gas pipeline routes covering maximum of 30m on either side of the road boundary limit to be obtained from the land owning authorities like Municipal corporation, Gram Panchayat, PWD, NHAI , etc as per specifications and tender document on the approved route and submit digitized route , pipeline alignment and profile drawing, crossing drawings in 4 no's coloured prints on scale of 1:1000 (Horizontal) & 1:100 (Vertical)along with original tracing and CAD output. All underground utilities like pipelines, cables etc for road width plus 5 meter on either side of road boundary limit should be surveyed and marked in the drgs using pipe/cable locator/ground positioning radar system and is included in this item	KM	150		
	<i>Note: Survey shall be carried out for 30 m on either side of Road boundary limit or up to property line of existing structures whichever is less. Property/building names viz, residential/commercial/industrial buildings names along steel line corridor should be mentioned in the drawing.</i>				
<b>A3</b>	<b>Crossing Survey</b>				
	To carry out a detailed survey covering a proposed crossing for Gas Pipeline using survey instruments and giving Planimetry and ground profile (Section) details and levels at 5m interval scale of 1:250/1:500 in drawings in 4 copies along with original tracing as per technical specification, tender document and direction of EIC				
A3(i)	Through a road, boundary wall, channel/major drain embankment, sewerage tunnel, service tunnel and similar obstructions, covering at least width of 20 m on either side of proposed crossing all complete as per specifications and the direction on Engineer-in-charge	each	25		
A3(ii)	Railway crossing covering at least a width of 35 m on either side of proposed crossing all complete as per specifications and the direction of Engineer-in-charge	each	10		
A3(iii)	Major water crossings (For depth beyond 4 m ) - covering at least a width of 35 m on either side of proposed crossing all complete as per specifications and the direction of Engineer-in-charge.	each	25		
	<i>Note: All other crossings shall be included in SOR item A(2)i</i>				
<b>A4</b>	<b>Corrosion Survey</b>				
A4(i)	Carrying out corrosion survey including measurement of soil resistivity at a depth of 1.0, 1.5 & 2.0 m interval at every 500 m, chemical analysis of soil/water, collection of additional data related to cathodic protection as per specification including providing man power, tools, tackles, materials, soil resistivity testing equipment, pipe/cable locator & other supporting facilities etc. including mobilisation & demobilisation necessary for survey and associated works, including compilation and presentation of data in four sets of Corrosion Survey Report as per technical specification, drawings, implementation schedule and other provisions of the tender document and instructions of Engineer-in-charge	KM	150		
	<i>Note: All liaisoning works including obtaining permission from land owning authorities viz, Municipal corporation /panchayat etc. for carrying our soil resistivity/ corrosion survey is included in the scope of the bidder</i>				
<b>A5</b>	<b>GIS/LIS work</b>				
A5(i)	Digitisation and Development of GIS/LIS of survey pipeline data as well as as built pipe lines (steel lines) and submission in soft copy in compatible format for uploading of same in Godavari Gas Pvt Ltd's GIS software as per specification and submission of as drawings /documents in hard (4 copies) in 1:500 scale along with soft copies as per requirement of tender documents and instruction of the engineer-in-charge.	Km	150		

**Conducting ROUTE SURVEY AND ALLIED WORKS for CGD project at EAST & WEST GODVARI:**

**Tender no. MEC/23TS/01/51/D2/T01/ER/0001**

**SCHEDULE OF RATES (SOR)**

Sl. No.	Description	Unit	Qty.	Unit rate (Rs) (all inclusive except GST) in Rs.	Total Amount (all inclusive except GST) in Rs.
<b>A6</b>	<b>Land Survey for CNG/DCU Stations</b>				
A6(i)	Mobilization of necessary equipment and men required for Carrying out Topographic survey/contour survey including carrying out complete survey for the CNG station site of maximum plot size 40mx50m in all respects as per drawing, technical specification and as per the direction of engineer -in-charge in all types of land involving contouring with advanced equipment (total station) at 0.50m intervals and spot level at 3.0m grid, plotting the existing underground and over ground facilities all complete as per specification and submission of all survey drawings, reports, contour maps made in Auto CAD in two sets and copy of all drgs in CD (two sets) and the field book. Note: (1) Surveyors having adequate practical knowledge and experienced in survey works with advanced equipment is essential. Man and equipment required are to be arranged by the contractor at his own cost. Note:(2) The contractors shall include the cost towards de-mobilisation of equipment and men Note:(3) the contractor shall include the cost towards clearing of bushes/vegetation/cutting and removing tree branches (if required), in his quoted rates. Note:(4) This work shall be carried at different places within towns of East & west Godavari districts GA	Acre	5		
A6(ii)	Mobilization of necessary equipment and men required for carrying out topographic survey/ mapping survey including Identifying & plotting the existing facilities for a radius of 100m from the each corner of the CNG station site of maximum plot size 40m x 50m in all respects as per drawing, technical specification and as per the direction of engineer-in-charge in all types of land involving mapping with advanced equipment (total station) plotting the existing underground and over ground facilities with type, size, height and its function of structure all complete as per specification and submission of all drgs, reports, maps made in Auto CAD in two sets and copy of all drgs in CD (two sets) and the field book. Note:(1)Existing facilities including roads, buildings, type of buildings(Commercial/Industrial/residential/school etc.),vacant land, trees,Nallah,Interdistances between plot edges and surrounding buildings surrounding building in terms of G/G+1/G+2 etc.,name of the roads, Nearby K.M stone from the plot are to be covered in the survey. Note: (2) Surveyors having adequate practical knowledge and experienced in survey works with advanced equipment is essential.Man and equipment required are to be arranged by the contractor at his own cost. Note:(3) The contractors shall include the cost towards de-mobilisation of equipment and men Note:(4) the contractor shall include the cost towards clearing of bushes/vegetation/cutting and removing tree branches (if required), in his quoted rates. Note:(5) This work shall be carried at different places within towns of East & west Godavari districts GA	Acre	200		
<b>A7</b>	<b>Geo Technical Investigation</b>				
	Carrying out complete Geotechnical Investigation for the depth specified as listed out in details in scope of work including providing all men, tools, tackles, materials, drilling rigs, soil testing equipment, other equipment, other support facilities necessary for the survey and associated work and submitting Final Geotechnical report in an approved format along with Soil Investigation etc. in accordance with the Technical Specification, drawings, approved QAP, implementation schedule and other provisions of the Tender Document and instructions of the Engineer-in-charge.				
	By Boring of minimum 100 mm nominal dia boreholes as specified in specific requirement through all kinds of soil (excluding hard rock) up to a depth of 10m from Existing Ground / Bed Level as per instruction of Engineer-in-charge.				
A7(i)	On plots	M	250		
	Drilling through rock/boulder strata (where SPT value is greater than 100) with minimum Nx size bit up to a depth of 10m from Existing Ground / Bed Level as per instruction of Engineer-in-charge.				
A7(ii)	On plots	M	25		
	Field Investigations				
A7(iii)	Conducting Standard Penetration Tests in boreholes and as specified as decided by EIC.	Nos.	166		
A7(iv)	Collecting 100 mm dia undisturbed sample form boreholes as specified as decided by EIC.	Nos.	166		
A7(v)	Collecting disturbed samples from Bore Holes	Nos.	166		
A7(vi)	Conducting the following laboratory tests as specified as decided by EIC in NABL accredited laboratory				
A7(vii)	Atterberg's limit (LL & PL)	Nos.	25		
A7(viii)	Natural water content, Bulk and Dry density	Nos.	25		
A7(ix)	Specific gravity and Void ratio	Nos.	25		
A7(x)	Sieve analysis	Nos.	25		
A7(xi)	Determination of liquid limit & plastic limit	Nos.	25		
A7(xii)	Determination of specific gravity, dry density of rock samples	Nos.	25		
A7(xiii)	Determination of dry and wet crushing strength of rock samples	Nos.	25		
	<b>Total Amount (in Rupees) all inclusive except GST</b>				