



SECTION-I
INVITATION FOR BID
(IFB)

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

Ref No: GGPL/KKD/C&P/MDPE/2503/04/VS

Date: 11.08.2017

To,

PROSPECTIVE BIDDERS**SUB: TENDER DOCUMENT FOR MDPE PIPELINE LAYING WORKS.****Dear Sir/Madam,**

- 1.0 Godavari Gas Private Limited (GGPL) having registered office at D. No.: 85-06-23/2, 2nd Floor, Above Happy Home Furniture Shop, 40th Ward, Morumpudi Junction, Rajamahendravaram – 533103, invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed tender documents.
- 2.0 The brief details of the tender are as under:

	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	MDPE pipeline laying works in Kovvur town
A	TENDER NO. & DATE	GGPL/KKD/C&P/MDPE/2503/04/VS Date : 11.08.2017
B	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
C	TYPE OF TENDER	Limited domestic tender
D	CONTRACT PERIOD	4 Months (Ref clause no. 10 of SCC)
E	TENDER FEE with 18% GST (Refer clause no.5.2 of ITB)	NOT APPLICABLE
F	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) (Refer clause no.16 of ITB)	APPLICABLE Amount: INR 1,83,000.00
G	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 12.08.2017 (09.00 Hrs, IST) to 02.09.2017 (13.30 Hrs, IST) on following websites: (i) GGPLs Tender Website http://www.godavarigas.in
H	PRE-BID MEETING	Date: 21.08.2017/Time : 15:00 Hrs & VENUE : Rajahmundry
I	UN-PRICED BID OPENING	Date & time: 02.09.2017/15:00 Hrs
J	CONTACT DETAILS	Name : V. Srinivasulu, Designation: Dy. General Manager (C&P) Phone No. & Extn : 9756603608 e-mail : vsrinivasulu@gail.co.in

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In case of the days specified above happens to be a holiday in GGPL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

~~4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GAIL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-~~

- ~~i) Demand Draft towards Tender fee (if applicable)~~
- ~~ii) EMD/Bid Security (if applicable)~~
- ~~iii) Power of Attorney~~
- ~~iv) Integrity Pact (if applicable)~~

5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at **2.0 (G) of IFB and submit their Bid complete** in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

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- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- ~~11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.~~
- 12.0 GGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Godavari Gas Private Limited



(Authorized Signatory)

Name : V SRINIVASULU

Designation : Dy. General Manager (C&P).

E-mail ID : vsrinivasulu@gail.co.in

Contact No. : 9756603608



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DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date & Time :

From:

To:

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

SECTION-II

BID EVALUATION

CRITERIA &

EVALUATION

METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

2.2.1 TECHNICAL BEC:

- A** Bidder should have executed work of laying of MDPE pipeline network and GI / Cu installation for domestic PNG for City Gas Distribution Company for a value of Rs. 46.00 Lacs under single contract/order in previous 7 (seven) years reckoned from the final bid due date.

For a running contract, if the executed value of contract is equal to or more than the value as indicated above in preceding seven years, one day prior to techno commercial bid opening date, the same shall also be considered to be meeting the single order experience criteria of BEC.

Along with the techno-commercial bid, in support of the above, bidder must submit the proof of experience by providing the copies of Work Order/contract and its Completion Certificate / Execution Certificate issued by the end user.

The Completion/ Execution Certificate must contain the reference no. of the Work Order, reference of the work, awarded value, actual completed/executed value and actual date of completion of work/actual date of execution of work up to the required value as above or more.

2.2.2 BEC – FINANCIAL:

A Turnover

The Annual Turnover of the bidder should be at least Rs. 46.00 Lakh in any one of the three preceding financial years.

B Net Worth

The bidder must have POSITIVE Net Worth as per latest audited annual financial statement.

C Working Capital

The bidder should have Working Capital of at least Rs. 9.20 Lakh as per latest audited annual financial statement.

If the bidder's working capital is inadequate, the bidder should supplement the same with a letter from their bank, having net worth not less than Rs.100 Cr, confirming the availability of line of credit to meet the specified working capital requirement as per prescribed format

Bidders, whose financial year and calendar year are same, should submit the copies of audited financial results for the year.

Note :

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

2.2.3 DOCUMENTS REQUIRED:

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

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

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

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

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

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

3.0 EVALUATION AND COMPARISON OF BIDS:

- 1) Bidders are required to quote for complete scope of services. If any bidder quotes for part of scope/quantity given in SOR, their bid shall be considered incomplete and shall not be evaluated
- 2) The evaluation and comparison of bids shall be made on overall lowest basis after considering **GST (CGST & SGST/UTGST or IGST)** input credit if applicable.
- 3) 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. Where GAIL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.
- 4) In case any cess on GST is applicable same shall also be considered in evaluation.
- 5) In case of tie between bidders, job shall be awarded to bidder having higher turnover in financial year (FY) 2015-16

SECTION-III

INSTRUCTION TO
BIDDERS

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

SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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

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

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

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

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

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

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

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

- 2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

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

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

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

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

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

4 ONE BID PER BIDDER

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

5.2 TENDER FEE: NOT APPLICABLE

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

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

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

6 SITE VISIT

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

7 CONTENTS OF BIDDING DOCUMENTS

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

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF BIDDING DOCUMENTS

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

9 AMENDMENT OF BIDDING DOCUMENTS

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

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

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

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

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

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

11.1.2 ENVELOPE-II: Price Bid

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

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

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

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

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

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

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

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

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

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

12 SCHEDULE OF RATES / BID PRICES

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

13 **GST (CGST & SGST/UTGST or IGST)**

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

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

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

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

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

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

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

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

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

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

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

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

- 13.8 In case GGPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

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

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

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

13.10 Anti-profiteering clause

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

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

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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

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

16 EARNEST MONEY DEPOSIT

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

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

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

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

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

17 PRE-BID MEETING (IF APPLICABLE)

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

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

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GGPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The

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

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

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

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

20 E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

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- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/CONSULTANT /REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 GGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GGPL's website/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 ~~In case of e tendering, e tendering system of GGPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.~~

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

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E-TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING

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

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant ‘Cut-Out Slip’ duly pasted and mentioning on top of the envelope as “MODIFICATION”. In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as “WITHDRAWAL” and “Tender Document number :....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of GGPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder’s forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.

24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

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

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening :*

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

26.2 *Priced Bid Opening:*

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

30 CORRECTION OF ERRORS

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

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

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

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

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

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

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

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

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

37 SIGNING OF AGREEMENT

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

37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful

Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS)only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period,shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GGPL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases where in the order value as specified in Notification of Award is less than INR 2 Lakh (exclusive of taxes & duties).

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

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

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

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

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

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)
- 39.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises (MSEs)
- i) Issue of tender document to MSEs free of cost.
 - ii) Exemption to MSEs from payment of EMD/Bid Security.
 - iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such

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Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

40.2 The 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.

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

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

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

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

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated

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by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.4 If against an order placed by GGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

41 AHR ITEMS

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

- I) Rates as per SOR, quoted by the Contractor/Bidder.
- II) Rate of the item, which shall be derived as follows:
- a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 Work Contract tax/ GST as may be applicable shall be deducted as per trade tax.

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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

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

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

45.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
- 46.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire

greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

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

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

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

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

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

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

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

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

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

===== X =====

Annexure-I

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

A Definitions:

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the

agency is put on banning list for fraud/ mis-appropriation of facts committed in the 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 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 GAIL.

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

F. Appeal against the Decision of the Competent Authority:

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

Annexure-II

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/
SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

1.0 **OBJECTIVE**

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

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

2.0 **METHODOLOGY**

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

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

ii) **Measurement of Performance**

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

iii) **Initiation of Measures:**

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

iv) **Implementation of Corrective Measures:**

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

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

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

3.1 FOR PROJECTS

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

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

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

A) Where Performance rating is “POOR”:

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

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

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

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

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

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

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

6.3. Effect on other ongoing tendering:

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

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

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

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

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

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

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

10. ERRANT BIDDER

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

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

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

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

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

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

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

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

GGPL
PERFORMANCE RATING DATA SHEET
(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING ()**

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

ANNEXURE-IV**BIDDING DATA SHEET (BDS)**

**(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE
ISSUANCE OF TENDER)**

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : GGPL/KKD/C&P/MDPE/2503/04/VS
1.1	The Employer/Owner is: Godavari Gas Private Limited,
2.1	The name of the Works/Services to be performed is: Contract for laying MDPE pipelines in Kovvur Town
3	BIDS FROM CONSORTIUM/ JOINT VENTURE NOT APPLICABLE
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Godavari Gas Private Limited payable at Rajamahendravaram, E.G Dist Andhra Pradesh
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: V. Srinivasulu, Chief manager (C&P) Street Address: 2 nd Floor, Door No. 13-1-51 Floor/Room number: Surya Rao Peta, City: Kakinada- 533001 East Godavari Dist., Andhra Pradesh Country: India Email: v.srinivasulu@gail.co.in

C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (SCC Refers): Indemnity Bond _____				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: NIL				
12. & 13	Whether GGPL will be able to avail input tax credit in the instant tender: Currently no. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input type="checkbox"/>				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be 3 Months from final 'Bid Due Date'.				
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of Godavari Gas Private Limited payable at Rajamahendravaram, E.G Dist Andhra Pradesh. Details of GGPL's Bank is Canara Bank,				
D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22	The E-Tender No. of this bidding process is: <u>Not applicable</u>				

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

22.3 and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: V. Srinivasulu, Chief manager (C&P) Street Address: 2 nd Floor, Door No. 13-1-51 Floor/Room number: Surya Rao Peta, City: Kakinada- 533001East Godavari Dist., Andhra Pradesh, Country: India
26	The bid opening shall take place at: Godavari Gas Private Limited Street Address: 2 nd Floor, Door No. 13-1-51 Floor/Room number: Surya Rao Peta, City: Kakinada- 533001East Godavari Dist., Andhra Pradesh, Country: India Date: 02.09.2017 / Time: 15:00 Hrs
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Annexure-II.
33	Compensation for Extended Stay: NOT APPLICABLE
F. AWARD OF CONTRACT	
ITB clause	Description
37	State of which stamp paper is required for Contract Agreement: Andhra Pradesh
38	Contract Performance Security/ Security Deposit : Applicable If applicable: 10 % of contract value.
40	Whether tendered item is non-split able or not-divisible : NO
41	Provision of AHR Item : Applicable
Clause no. 27.3 of GCC	Bonus for Early Completion: Not applicable

FORMS & FORMAT

LIST OF FORMS & FORMAT

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

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GGPL
Rajahmahendravaram

TENDER NO:

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

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

F-2
BID FORM

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

F-3
LIST OF ENCLOSURES

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

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

Note:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

FORMAT F-4

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,
M/s Godavari Gas Private Limited
Rajahmahendram

SUB:
TENDER NO:

Dear Sir(s),

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

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

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

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

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

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



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F-4A
PROFORMA OF "LETTER OF CREDIT"
FOR "EARNEST MONEY / BID SECURITY"

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by **Godavari Gas Private Limited**, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to **Godavari Gas Private Limited** during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

- non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
 5. Please obtain reimbursement as under:
 6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature



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F-5
LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

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F-6
"NO DEVIATION" CONFIRMATION

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

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

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

To,
M/s Godavari Gas Private Limited
Rajahmahendram

Dear Sir(s),

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

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

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

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

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

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

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7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of
the Bank

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

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

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F-10
AGREED TERMS & CONDITIONS

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



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F-12
UNDERTAKING ON LETTERHEAD

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-13
BIDDER'S EXPERIENCE

To,

M/s Godavari Gas Private Limited
Rajahmahendram

SUB:

TENDER NO:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-14
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 (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of 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		X
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 of equipment as per SCC are enclosed		
viii	Confirm submission of document along with unpriced bid as per bid requirement.		X

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

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

Date:

To,
M/s. Godavari Gas Private Limited

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

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

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Name of Audit Firm: [Signature of Authorized Signatory]
Chartered Accountant/CPA Name:
Date: Designation:
Seal:
Membership No.:

Instructions:

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

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

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

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

CONSORTIUM/JV AGREEMENT

~~This Consortium/JV Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at..... (herein after called the ‘Member I’/ ‘Lead Member’ which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the ‘Member II’/ ‘Second Member’ which expression shall include its successors, executors and permitted assigns) ‘and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the ‘Member III’/ ‘Third Member’ which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no..... for the work of.....
(Name of Project) of M/s (herein after called the ‘Owner’).~~

~~WHEREAS, the Owner invited bids vide its bid document no. for the work of.....~~

~~AND WHEREAS as per tender documents, Consortium/JV entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium/JV bidder shall provide in its bid a Consortium/JV Agreement in an acceptable format in which the Members to the Consortium/JV are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.~~

~~AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.~~

~~NOW THIS INDENTURE WITNESSETH AS UNDER:~~

~~In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:~~

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- ~~1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be Consortium/JV.~~
- ~~2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner), we the Members to the Consortium/JV, hereby agree that the Member I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member II/ Member III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.~~
- ~~3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.~~
- ~~4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.~~
- ~~5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.~~
- ~~6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.~~
- ~~7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in 'APPENDIX I' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.~~
- ~~8. This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Delhi shall have exclusive jurisdiction in all matters arising thereunder.~~
- ~~9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the~~

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~~Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.~~

- ~~10. It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.~~
- ~~11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.~~
- ~~12. This agreement remains in force till the end of Defects Liability Period.~~

~~IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.~~

For M/s. (..... Member

1. Seal of _____
 M/s. _____ (Signature of authorised
 Representative)
 has been affixed in my/our presence
 pursuant to Board Resolution dated _____ Name:

 Signature _____ Designation:
 Designation _____

For M/s. (..... Member II

1. Seal of _____
 M/s. _____ (Signature of authorised
 Representative)
 has been affixed in my/our presence
 pursuant to Board Resolution dated _____ Name:

 Signature _____ Designation:
 Designation _____

For M/s. (..... Member III

1. Seal of _____
 M/s. _____ (Signature of authorised
 Representative)
 has been affixed in my/our presence
 pursuant to Board Resolution dated _____ Name:



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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Godavari Gas Private Limited
Rajahmahendram

Sub :

Tender No :

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date
bank)

(Signature of authorized officer of

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INTEGRITY PACT

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INDEMNITY BOND

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

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

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

AND THE CONTRACTOR hereby further agrees with GGPLthat:

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

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Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GGPL are settled by the Contractor and/or GGPL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY :

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

SECTION – IV
SCOPE OF WORK

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

NAME OF THE CONTRACT:

MDPE PIPELINE LAYING WORKS IN KOVVUR TOWN

A. INTRODUCTION

GODAVARI GAS PRIVATE LIMITED (GGPL), a joint venture company of Andhra Pradesh Gas Distribution Corporation (APGDC) &HPCL, has been setup to provide CNG (Compressed Natural Gas) as fuel to vehicles through CNG filling stations and PNG (Piped Natural Gas) to Industrial, Commercial & Domestic Sectors in Kovvur and adjoining areas. For that, GGPL plans to install CNG & PNG Distribution network in Kovvur.

GGPL through this tender is seeking contractors to lay an underground Medium Density Polyethylene (MDPE) pipelines, Installation of GI pipe, Installation of Domestic Meter & regulator inside Kitchen and provide Natural Gas connections to Commercial & Domestic consumers in Kovvur

B. SCOPE OF WORKS

The main scope of this specification comprises of Laying, testing and commissioning of underground Medium Density Polyethylene (MDPE) main pipelines and services pipelines of sizes ranging from 20 mm to 125 mm OD from the DRS to PE / GI transition Fitting & installation of GI/Cu Pipelines for Natural Gas supply to Domestic and commercial consumers.

The scope also covers supply & installation of the GI fitting & other associated fittings for aboveground installation and all MDPE Pipeline's associated Fittings, Valves, HDPE Casing, Warning Mat, etc. for underground installation for City gas project of Godavari Gas Pvt Ltd (GGPL) for Kovvur.

The scope also covers the laying of MDPE service pipelines and GI & Copper piping to connect new customers in the various areas of Kovvur. The scope also includes the residual engineering of MDPE Pipeline network from the downstream of Service Regulators within the colonies.

The scope of work shall generally be, but not limited to the following:-

1. Procurement

CONTRACTOR shall procure and supply all the materials other than OWNER supplied materials, required for permanent installation of main pipeline and aboveground GI/Cu Installation in sequence and at appropriate time. All equipment, materials, components etc. shall be suitable for the intended service. Approved vendor list has been indicated in the bid package for various items. For items which are not covered in the vendor list, CONTRACTOR shall obtain OWNER's prior approval for the vendor.

CONTRACTOR shall procure all materials, components, equipment, consumable etc. required for successful completion of the pipeline system. CONTRACTOR shall also procure and supply spares required for pre-commissioning and commissioning/ start up as recommended for all items supplied by him as per specifications provided in the bid package. Where no specification is available in the contract, the same shall be prepared by the CONTRACTOR based on the piping material specification and shall be subject to OWNER's approval.

Material take-off with complete description of size, rating, material, thickness and specifications.

Only single offer shall be provided by the bidder fully complying to specifications/ drawings/ requirements for OWNER's review and approval. CONTRACTOR shall provide for inspection of the items at vendor's works by the OWNER/ OWNER's REPRESENTATIVE or by a reputed inspection agency and shall submit inspection reports for OWNER's clearance.

Stores management including receipt, warehousing, preserving the material in good condition, issue of material to construction site, reconciling/ handing over surplus material to OWNER for OWNER supplied items.

Carryout proper documentation of inspection and quality assurance programs for all equipment and bulk materials duly approved by OWNER. CONTRACTOR shall maintain an accurate and traceable listing of procurement records for the location, quality and character of all permanent materials in the Project.

CONTRACTOR shall immediately report to the OWNER of all changes which will affect material quality, and recommend any necessary corrective actions to be taken.

Submit periodic manufacturing progress reports highlighting hold ups and slippages, if any, to OWNER and take remedial measures.

Interact with authorities such as Sales Tax, Octroi, Excise, Customs etc. as necessary and arrange for transportation of the materials under his scope of supply to site.

All purchase requisitions including purchase orders shall be approved by OWNER/ OWNER's REPRESENTATIVE.

Compliance with vendor's and supplier's instructions and recommendations for transportation, handling, installation & commissioning.

2. Construction

General:

All construction works shall be carried out as per “Approved for Construction” drawings, procedures, specification and applicable codes and standards. Any changes at site shall also need prior approval from the OWNER and revision of drawings. Construction drawings will be submitted by the Contractor in a phased manner for owner’s approval in accordance with the procurement and construction plan prepared and furnished by contractor & agreed by Owner.

Owner will take minimum 7 working days from the date of submission of the documents / drawings submitted by the contractor for owner’s comments / approval.

Statutory Approvals:

The Owner shall provide to the Contractor the basic / in principal approval for laying the pipeline. However, the Contractor at his own initiative shall obtain all permissions, permits and licenses necessary for the performance of the work. If any such permission, permit or license required for the performance of the work by the contractor can only be granted at the request or recommendation of the Owner, the Owner shall at the request of the Contractor, provide recommendatory letters to the contractor to obtain or procure the same. The contractor shall not, however be entitled to any additional compensation over and above contracted rates of services for any hardship or increased cost caused by any idleness, suspension or disruption of work or any other account whatsoever as a result of the inability of the contractor to obtain the permission(s), permit(s), license(s) aforesaid to match with the progress of the work nor shall the same constitute a ground for extension of time.

The approval from any authority required as per statutory rules and regulations of Central/ State Government, PWD, Irrigation Dept. etc. shall be the contractor’s responsibility unless otherwise specified in the tender document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination 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 Owner to the Contractor on production of documentary evidence.

The defective work resulting from poor workmanship and/ or material supplied by contractor, as pointed out by any statutory authority shall be rectified by the contractor at no extra cost to the Owner. Any change/ addition required to be

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made to meet the requirements of the statutory authorities, the same 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.

The Contractor shall comply with all the conditions and requirements issued by Authorities having jurisdiction in the area where the work is to be performed.

It shall be the Contractor's sole responsibility to make arrangements for land for setting up of its string fabrication yards, all storage areas for line pipe and other materials, wherever required, and all other work areas.

The Contractor shall make all arrangements for access to his work site at his own cost and responsibility. If no public road exists Contractor shall arrange on his own for access to his work area at no extra cost to the COMPANY.

The CONTRACTOR shall be responsible for claims if any arising out of damage/obstruction to public utilities like lines of DOT etc. where the claims will cover the restoration costs as well as loss of revenue due to down time.

Providing schedules, progress reporting, organization chart at construction site, quality assurance plan and developing quality control procedures, as per requirements indicated elsewhere in the bid package.

Coordination and supervising the work of sub-contractors.

Transportation of appropriate materials and taking delivery of Company supply materials, store, worksite, intermediate storage points, maintaining and operating an adequate material control procedure at worksite.

Fabrication of all GI piping, structural components as per approved drawing

All civil/ structural works, electrical and instrumentation, laying and commissioning works shall be performed in accordance with relevant specifications and requirements enclosed elsewhere in the bid package.

CONTRACTOR shall provide complete details of manpower, equipment etc. to be deployed. Mobilizing and providing all equipments, manpower (skilled and unskilled), consumable and other resources etc. for each spread as required for the execution of the complete job defined herein and thereafter demobilizing the same upon completion of work.

Provide, maintain and operate all temporary facilities required for the construction related works and remove after completion of work. Providing barricading at trench in city area as per instruction of Engineer-in-charge for safety.

Hook up/ tie-in of pipeline and piping system with other facilities like DRS/MRS etc.

All works related to cleaning, testing, dewatering, swabbing, drying pre-commissioning and commissioning of the work tendered. Idle time preservation of pipeline, if required.

All incidental and associated works and any other works not specifically listed therein but are required to be carried out to complete entire work related to pipelines and terminals.

3. Main Pipeline

Topographic Survey:

The contractor shall be deemed to have been familiarized themselves with route prior to quoting and take care of all the eventualities. No extra cost shall be admissible in any form at a later date. The survey drawings & details to the extent available are being furnished to the Bidder along with bid document. Any additional survey/ route survey and their details required either for local detours during execution or for which pipeline section/ sections of pipeline, survey work has not been carried out by owner for the above project shall be carried out by contractor in similar manner without any extra cost to the owner. However, laying and construction of entire pipeline including detoured portion and pipeline section/ sections of pipeline for which survey work has not been carried out by Owner, shall be within the scope of contractor and governed by SOR of tender without any cost implication. Contractor shall be deemed to have considered such eventualities while formulating his bid. Pipeline route map showing the pipeline tentative route are also enclosed with the bid package. These drawings are indicative & tender purpose only and are furnished to enable Bidder to estimate the quantum of work and to quote a firm price for the work. Final construction drawings of all type shall be prepared and submitted for approval to Owner by successful bidder / contractor at or before project execution stage. Approved for Construction drawings may vary to some extent from the drawings included in the Bid Package. Contractor shall carry out all works in accordance with the construction drawings duly approved by Owner without any extra time & cost implication to the Owner.

Familiarization of Pipeline Route:

Bidders are advised to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure along the pipeline route. Contractor shall be deemed to have considered all constraints and eventualities on account of site conditions along pipeline route while formulating his bid. Contractor shall not be eligible for any compensation in terms of cost and/ or time, on account of site conditions along pipeline route varying to any extent from whatever described in the Bid Package and the drawings furnished along with the Package.

Soil Investigation – VOID:

Kovvur city is Covered with Black cotton soil area.. It shall be Bidder's responsibility to familiarize himself with sub-soil conditions along the pipeline route, and work out the lengths of pipeline to be laid in different subsoil conditions including quantum of rock excavation by control blasting (Permission / approval / NOC / work permit will however be obtained by the contractor) / cutting and chiseling of hard soil / rock / stone, that would be necessary and shall be required while formulating their bid. **Unit rates for pipeline construction as quoted by Bidder shall include the above and be inclusive of all excavation. Contractor shall not be entitled for any extra compensation in terms of time and cost for any kind of excavation and variation in actual site condition from the data furnished in the tender document, whatsoever.**

The survey drawings / documents detail to the extent available are being furnished to the bidder along with tender document. It shall be bidder's responsibility to verify the available data and satisfy himself with regard to accuracy and utility of data.

The city condition field / other fields may have lots of PVC, PE & utility pipelines or other pipelines & cables being used for city utility / other utilities purposes. CONTRACTOR shall ensure that these lines shall not be damaged/ cut affecting the water / power / communication / other supply to concerned Users / Owners / Authorities. Wherever required temporary necessary precautions had to be maintained for uninterrupted supply.

Right of Way (ROW)/ Right of Use (ROU):

For MDPE Pipeline construction purposes, in city condition like Kovvur, pipeline restricted ROU / Corridor will be made available to Contractor by the Owner, the pipeline shall be laid in restricted ROU / Corridor along side of the existing road, inside available corridor, below road / rail / utility culvert, etc. in city areas.

Where the pipeline passes through city areas / industrial areas / forest areas etc., the ROU will be restricted to required width may reduced up to 1 meter as made available by concerned department. Contractor shall carry out construction work in the width as made available to him with no time and cost implication to the Owner. It shall be Contractor's sole responsibility to make arrangement for any additional land required for fabrication, construction, storage and all other work areas, if required.

The contractor shall notify the owner the probable date of commencement of work at ROU site at least three (3) weeks in advance to enable the owner to arrange handing over of the ROU/ site on the date requested. Should contractor fail in such notification, the owner shall not be liable for any claim by contractor, of whatsoever nature, for delay in the available of a ROU/ site.

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"Receiving and Taking-over" as defined in the specifications of OWNER supplied pipes at OWNER's designated stacking yards/ dump site. Management of dumpsite after receiving and taking over of pipes transportation including loading/unloading, handling, stacking, hauling and stringing of pipes from OWNER's stacking yards to CONTRACTOR's worksite(s)/ workshop(s)/ pipeline Right-of-use (ROU), including arranging all necessary intermediate storage area(s) required thereof till the pipes are installed in permanent installation.

Carrying out inspection of OWNER supplied pipes, fitting & valves etc. at the time of receiving and taking - over. Carrying out all handling, lifting, stacking of above materials required during inspection.

Loading, unloading, handling, stacking, storing and transportation to workshop/ work site of all materials that may be used for the construction of pipeline system either supplied by OWNER at their designated stack yard/ dump site/ store and/ or by CONTRACTOR as the case may be.

ROU acquisition / principal permission of laying the pipeline including permission for all crossing i.e. rail, road, river, foreign hydrocarbon & utility pipelines, utility cables etc. will be responsibility of the Owner. However obtaining all necessary approvals, work permits and liasioning / coordination works for ROU acquisition / permission for laying of pipeline and its all crossing from concerned local authorities and respective OWNER"s having jurisdiction, as applicable for performing the work including shifting/ relocation and restoration of telephone/ electrical poles and underground pipes and other utilities etc. as required by local authorities and as directed by OWNER shall be responsibility of contractor.

Stacking, clearing, grading, fencing of Right-of-Use (ROU) as required, trenching to all depths in all types of soil including soft & hard rock, controlled rock blasting (if permitted, however, permission / approval / NOC / work permit will be obtained by the contractor) by special techniques, chiseling or otherwise cutting etc. to a width to also accommodate the MDPE pipeline as per relevant standards, drawings, specification etc. transportation of MDPE pipes to ROU along the route, stringing, aligning, bending, jointing including testing, inspection, field jointing including supply of all materials as per specifications, sand padding, laying and lowering of the pipeline, back filling, slope breakers as required, carrying out road, canal, utility and submerged minor water course crossings including bank stabilization of water course crossings as required, crossing of nala / conventional method.

Installation of casing pipes (by open cut/ moling/ HDD) assembly, including supply of all materials (excluding free issue material if any) viz. as per the drawings/ specifications enclosed with bid package.

Cased crossings shall be installed at locations indicated in alignment sheets or as per instruction of Engineer-in-charge. The number of crossings indicated in

drawings is subject to change based on engineering, construction and statutory requirements or the requirements of the authority having jurisdiction over a utility crossing.

All works/ provisions including installation of slope breakers to be provided in the trench in areas where slope is more than 1 in 10.

Sand / soft soil padding around pipe wherever required in areas where trenching has been done in hard soil area / rocky area including supply of sand/ soft soil. The thickness of sand/ soft soil padding at the top of coated pipe shall be minimum 150 mm and bottom of coated pipe shall be of minimum 150 mm or as per standard drawing.

Installation of all inline/ online instruments/ valves/ fittings/ transition fittings/ appurtenances etc. as per requirements of approved drawings.

4. Crossings

Road Crossings: The method of crossing of roads such as open cut/ boring shall be firmed up by Contractor in consultation with concerned authorities and Company. The Contractor shall also take due care to identify and take due precautions so as not to disturb or damage the utilities like cables, water lines and other structures.

After laying the pipeline in a road crossing by open cut method, the Contractor shall completely restore the road to its original condition.

While laying the pipeline in road crossings by open cut method the Contractor should ensure that the traffic is not stopped during the execution of work. This may be done by cutting half of the road at a time so as to enable the traffic to pass on the remaining half of the road. Alternatively, the Contractor can provide diversion roads to maintain the flow of traffic.

The Contractor shall provide proper caution boards during day time and danger lights during night time when the cutting operation of the road is going on.

For all type of crossing and where ever instruction given by EIC of GGPL the contractor has to supply the HDPE or Hume pipe as a casing pipe of required strength and length through approved make only.

For cased crossings, the pipeline should be taken through the casing pipe which should be at least 1.5 metres below the road top as specified or as per the requirements of local authorities, whichever is higher. All national highway and state highway as indicated in relevant drawings/ alignment sheets/ or as directed by Engineer-in-charge shall be cased crossing.

Crossings of rivers/ streams/ canals by conventional method :

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No damage should be caused to any irrigation sources, while laying the pipeline through canal crossings.

The flood banks of the River/ Canal should be brought to the original condition, if they are damaged by the laying of the pipeline. Stabilization of banks shall be carried out as per requirements of concerned authorities.

In general the top of the pipeline shall be taken at least 2.5 metre below the scour level of river crossing. If scour level is not known minimum 3.5 m cover should be kept unless specified otherwise.

The top of pipeline shall be at least 1.5m to 2.0m below the drain/ canal bed unless specified otherwise.

Pre-construction survey, preparation of the detailed construction methodology/ plan and time etc. shall have to be finalized by Contractor in consultation with concerned authorities having jurisdiction over canals/ rivers. Company shall provide assistance by providing introductory letters.

Pre-construction surveys, preparation of detailed construction method statement and calculations for OWNER's approval.

Geo-technical investigations, if required. Site preparation, arranging required land for setting up of string fabrication yard and obtaining necessary permissions from concerned authorities.

5. Testing & Purging

Testing

Pressure testing will be carried out with compressed air. Compressed air will be provided by Contractor for testing purposes and is to be included in the rates.

For main pipelines work the Contractor shall perform progressive pressure testing to avoid having to find leaks in long lengths of pipe. The test pressure shall be 6.0 bar(g), and there shall be no unaccountable pressure loss during the test period.

Test procedure with sketches showing the pipeline to be tested, vent points, gauge location, and inlet pressure print is to be prepared & got approved by EIC.

For main line the test duration shall be 24 hrs. With these tests the pressure should be allowed to stabilize for a period of 30 minutes after pressurization. The holding period may then commence and continue for 24 hours. Measuring instruments shall have been calibrated and their accuracy and sensitivity confirmed. For testing of Network, calibrated pressure gauges of suitable range shall be supplied by the contractor. The pressure gauges shall be calibrated from time to time as desired by Engineer-in-Charge. All testing shall be witnessed and approved by the EIC or his delegated representative. Tie-in joints may be tested at working pressure following commissioning.

For service lines in some cases testing will be carried out independently of the testing of the mains for which the test duration may be reduced to 4 hrs. The length of the service line testing shall not be more than 1.0KM. The service testing in this case will be performed after the service installation is complete but before the service tee has been tapped. Also in some cases the tapping of the service tee will be delayed pending the completion and purging of the main pipelines.

After Successful completion of testing and certified by EIC the tested length of pipe line shall be kept on a positive pressure of 2.0 bar(g) with Nitrogen.

Purging

Purging shall be carried out in accordance with the principles defined in the American Gas Association publication „Purging Principles and Practice”.

Nitrogen required for purging will also be provided by the Contractor. Nitrogen shall be supplied in labeled, tested and certified cylinders, and completed with all necessary regulators, hoses and connections, which will be in good condition and working order.

In addition the Contractor shall submit and get approved a Purging Plan before commencing any purging work. The Plan shall include, but not be limited to, the provision of the following materials and equipment: Personal safety equipment, Fire extinguisher, Purging adaptor, Purge stack with flame trap and gas sampling point, Gas sampling equipment (may be gas leak detector), squash-off tool, Polyethylene connecting pipe work.

The Plan shall also include the purging process along with detail on the sequence of events. The process is to also specifically mention the need to lay a wet cloth over the PE main and in contact with the ground, to disperse static electricity during the purging work.

A purge stack with flame trap shall be used when purging services. Care shall be taken to ensure that the purge outlet is so located that vent gas cannot drift into buildings.

6. Markers

Installation of all types of markers including all associated civil works. Any other work not specifically mentioned above but required for making the entire pipeline system ready for operation.

The plate type of Route Markers will be installed at every 100 meters as per the guidelines of PNGRB. Also in addition to this where ever there is a change in alignment of Pipeline, Road Crossing, Nalla crossing or as per the instruction of Engineer – In – Charge the contractor has to install the route marker

7. Priorities

The Contractor shall start the execution work for entire length of mainline simultaneously and shall deploy adequate manpower, machinery, tool & tackles etc. accordingly.

However, Owner may, at its sole option, assign priority of construction to either any spread or any section in spread of total pipeline length or to any part/ segment of the work. Contractor shall comply with such priority of execution and their deployment without any time and cost implication to the Owner.

8. Survey Pillars

Owner has got the entire pipeline route surveyed and survey pillars have been established along the pipeline centre-line or the ROW centre-line and along the pipeline route. However, the pipeline route survey had been carried out sometime back and when Contractor mobilizes at site, the survey pillars may be missing from ground. It shall be Contractor's responsibility to re-establish all missing survey pillars based on the survey data furnished by the Owner. Such work shall be done at no extra cost or time to Owner.

9. Restoration of ROU

Clean-up and restoration of ROW and other conveniences like road, rail, canals, cultivable land etc. to original conditions as per specification and drawings to the entire satisfaction of OWNER and/ or Authorities having jurisdiction over the same, including disposal of surplus construction materials to a location identified by CONTRACTOR approved by local authority without causing any disturbance to environment, locals and to the entire satisfaction of OWNER.

Upon restoration of ROU the Contractor shall furnish documentary evidence in support of acceptance of the same duly signed by land Owner without any extra cost.

Preparation and submission of as built drawings, pipe books, documents, photographs of major activities, and project records as per specification and instructions of the OWNER including furnishing of all Test Certificates/ Inspection Reports for all materials used for permanent installation in requisite numbers as mentioned elsewhere in this document.

10. ROW Clearing

During ROU clearing, the vegetation shall be cut off at ground level leaving the roots intact. Only stumps and roots directly over the trench shall be removed for pipeline installation.

11. Pre-commissioning and Commissioning Assistance

Pre-commissioning including supply of all materials, consumables and manpower of the complete pipeline system

Making the entire system ready for commissioning and providing assistance during the complete duration of commissioning operations.

Completion of all mainline activities as detailed in SOR.

12. Civil Works

Civil works shall be carried out as per scope mentioned at SOR and as per Indian Standard norms.

13. Other Works

Obtaining all necessary approvals and work permits, as applicable, for performing the work. Carrying out all additional surveys, test and collection of data not furnished by company but required for construction of facilities. Any other work not specifically listed herein but required for the construction of the terminals and making it ready for the operation.

C. SCOPE OF SUPPLY

Material to be Supplied by Company as Free Issue

Owner's scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

GGPL's storage point for free issue material of this project shall be located in Kovvur City or its nearby region.

Contractor shall also return materials after completion of work to GGPL's designated store in Kovvur City or its nearby region or as directed by GGPL / Engineer-in-charge.

The following free issue item will be supplied by the owner.

MDPE Pipes PE 100 SDR 11 and SDR 17.6

MDPE pipe (20mm)

MDPE Pipes (32mm OD)

MDPE Pipes (63mm OD)

MDPE Pipes (90mm OD)

MDPE Pipes (125mmOD)

Meters

Commercial Meter (Diaphragm Meter) – 6
m³/hr

Domestic Meter (Diaphragm Meter) – 2.5 m³/hr

Regulator

Commercial Regulator 4 kg/cm² to 300 mbar, Flow rate of 6m³/hr

Service Regulator 4 kg/cm² to 100 mbar, Flow rate of 12 & 25 m³/hr

Domestic Regulator 100 mbar to 21 mbar, Flow rate of 2.5 m³/hr

Conditions for issue of Company Supplied Material

Contractor shall prepare and submit Material Issue Vouchers to enable stage wise issue of materials. All materials shall be issued for incorporation in permanent works only and shall not be used for any temporary or ancillary works without the written consent of Engineer-in-charge. These materials shall be issued to the contractor from the Owner's storage points. Contractor shall be responsible, at this own cost, for lifting of the materials from Owners issue points, measuring, weighing, loading, unloading, transportation and return of materials to designated storage points. Contractor shall also be responsible for constructing covered godowns with adequate supports and clearances for safe storage of materials.

Every month the contractor shall submit an account for all the materials issued by the owner in the Proforma prescribed by the Engineer-in-charge. On completion of the work, the contractor shall submit materials appropriation statement for all materials issued by Owner.

All materials issued by the COMPANY to the CONTRACTOR shall be preserved against deterioration and corrosion. Any damages/losses suffered on account of poor or improper storage while under CONTRACTOR'S custody and non-compliance with the requirements stipulated herein shall be considered as losses suffered due to willful negligence on the part of the CONTRACTOR and he shall be liable to compensate the COMPANY, for the losses suffered, at penal rates as elaborated elsewhere in the bid document.

Various equipments/ materials intended for the installation will be received by COMPANY in unpacked, skidded, crated, packed or loose condition and will be stored in the COMPANY warehouses & open yards. In general, material will be issued to the CONTRACTOR in "as-received" condition. It will be the CONTRACTOR'S responsibility to draw, load and transport all materials from Company's designated place (s) of issue to the point of installation.

All materials supplied by the COMPANY shall be duly protected by the CONTRACTOR at his own cost with appropriate preservative like primer/lacquer coating, grease etc, if required.

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The Contractor shall be required to take Insurance Cover in terms of general conditions of contract.

The CONTRACTOR shall check that valves, fittings and specials are not subject to corrosion from hydrostatic test liquid remaining saturated in the packing. Any such conditions when detected should be brought to the notice of the Engineer-in-charge and remedial measures taken as directed. Small and medium size pipe fittings shall be stored in rack to be constructed from this purpose in a covered godown. When large size pipe fittings are to be stored, these may be kept in the open on surfaced storage yards on proper wooden supports.

All machined surfaces shall be properly greased and shall be maintained and protected from damages.

Openings of equipment, machinery, valves etc. shall be kept blocked/ covered with blinds to prevent entry of foreign matter.

All valves supplied independently, as well as along with equipment and machinery shall be stored separately, inside the covered godown on racks.

As far as possible materials shall be transported to the erection site, just prior to their actual erection and shall not be left laying around indefinitely. Instructions for the Engineer-in-charge shall be followed strictly in this regard.

Material to be supplied by Contractor

The procurement and supply, in sequence and at the appropriate time, of all materials and consumables required for completion of the work as defined in this Bid document except the materials specifically listed under para 4.1 above, shall be entirely the CONTRACTOR'S responsibility and item rates quoted for the execution of the CONTRACT shall be inclusive of supply of all these materials. The material to be supplied by the Contractor shall be as per specification and preferred make as indicated in Appendix-I or duly approved / recommended for use by GGPL. The materials will be, but not by way of limitations, as follows:-

All materials except what is under Owner's scope of supply (Free Issue Materials) as mentioned in Clause No. 4.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

The following indicative materials to be supplied by the contractor **as required** to complete the work. The contractor shall submit the Test Certificates of all the free issue materials used at site.

The materials shall be procured as per the standards specified in the PNGRB Regulations for Technical Standards and Specifications including Safety

Standards for City or Local Natural Gas Distribution Networks and GGPL standards.

Material under Contractor's Scope of Supply

HDPE Casing Pipes PE 63, PN 6

HDPE Ducting Pipes (50mm)
HDPE Ducting Pipes (75mm)
HDPE Ducting Pipes (125mm)
HDPE Ducting Pipes (250mm)

MDPE Valves

MDPE Ball Valve 32mm OD
MDPE Ball Valve (W/O Stem) 63 mm OD
MDPE Ball Valve (W/O Stem) 90 mm OD
MDPE Ball Valve (W/O Stem) 125 mm OD

Warning Grid

Warning Mat 300mm Wide-1mm Thick

MDPE Fittings:

Bends

Bends (90 Degree), 32mm, 90mm, 63mm, 125 mm (MDPE)
Bends (45 Degree), 32mm, 90mm, 63mm, 125 mm (MDPE)

Coupler

Coupler 20mm (MDPE)
Coupler 32 mm (MDPE)
Coupler 63mm (MDPE)
Coupler 90mm (MDPE)
Coupler 125 mm (MDPE)

End Caps

Ends caps 20mm (MDPE)
Ends caps 32mm (MDPE)
Ends caps 63mm (MDPE)
Ends caps 90mm (MDPE)
Ends caps 125 mm (MDPE)

Equal Tee

Equal Tee 20mm OD (MDPE)
Equal Tee 32mm OD (MDPE)
Equal Tee 63mm OD (MDPE)
Equal Tee 90mm OD (MDPE)

Equal Tee 125 mm OD (MDPE)

Saddle Tapping Tee

Saddle Tapping Tee 63 x32 (MDPE)

Saddle Tapping Tee 90x32 (MDPE)

Saddle Tapping Tee 125x63 (MDPE)

Saddle Tapping Tee 125x32 (MDPE)

Saddle Tapping Tee 180x63 (MDPE)

Reducer

Reducers 32x20 (MDPE)

Reducers 63x32 (MDPE)

Reducing Tee 90x63 (MDPE)

Reducing Tee 125x63 (MDPE)

Reducing Tee 125x90 (MDPE)

Transition Fitting

PE to G.I. (20 mm to 1/2")

PE to G.I. (32 mm to 1")

PE to G.I. (32 mm to 1/2")

PE to G.I. (32 mm to 3/4")

CS to PE (4" or 6" to 125mm) - Steel weld adaptor

GI Fittings

Elbows F End (1/2") (GI)

Elbows F End (3/4") (GI)

Elbows F End (1") (GI)

Elbows F End (1 1/2") (GI)

M & F Elbows End (1/2") (GI)

M & F Elbows End (3/4") (GI)

M & F Elbows End (1") (GI)

M & F Elbows End (1 1/2") (GI)

Equal Tee (1/2") (GI)

Equal Tee (3/4") (GI)

Equal Tee (1") (GI)

Equal Tee (1 1/2") (GI)

Union (1/2") (GI)

Union (3/4") (GI)

Union (1") (GI)

Union (1 1/2") (GI)

Sockets (1/2") (GI)

Sockets (3/4") (GI)

Sockets (1") (GI)

Sockets (1 1/2") (GI)

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Reduced Elbows ($\frac{3}{4}$ " x $\frac{1}{2}$ ") (GI)
Reduced Elbows (1" x $\frac{3}{4}$ ") (GI)
Reduced Elbows ($1\frac{1}{2}$ " x $\frac{3}{4}$ ") (GI)
Reduced Elbows ($1\frac{1}{2}$ " x 1") (GI)
Reduced Elbows (2" x $1\frac{1}{2}$ ") (GI)
Hex Nipple Size ($\frac{1}{2}$ " x 2") Long (GI)
Hex Nipple Size ($\frac{1}{2}$ " x 3") Long (GI)
Hex Nipple Size ($\frac{3}{4}$ " x 2") Long (GI)
Hex Nipple Size (1" x 2") Long (GI)
Hex Nipple Size ($1\frac{1}{2}$ " x 2") long (GI)
Reduced Sockets ($\frac{3}{4}$ " x $\frac{1}{2}$ ") long (GI)
Reduced Sockets (1" x $\frac{3}{4}$ ") (GI)
Reduced Sockets ($1\frac{1}{2}$ " x $\frac{3}{4}$ ") (GI)
Reduced Sockets ($1\frac{1}{2}$ " x 1") (GI)
Reduced sockets (2" x $1\frac{1}{2}$ ") (GI)
GI Plugs $\frac{3}{4}$ "
PVC Sleeve to protect GI nipple connecting to MCV.
Anaconda/Flexible hose $\frac{3}{4}$ "
Anaconda/Flexible hose $\frac{1}{2}$ "

Copper Tube of 12mm diameters and 0.6 mm thickness as per GGPL technical specifications and associated fittings including brass fittings at the inlet/outlet of the meter and at the entry/exit of isolation valve/Appliance Valves.

HDPE Ducts (permanently lubricated), 40 mm OD, # 6 kg/cm².

All supports and fixture for GI Raisers, Copper Tube, Regulators and Meters as approved by the EIC

Steel braided hose of min 1.0 Mtrs length (Suraksha/equivalent make as per ISI standard)

Burner nozzles for conversion of burners as approved by the EIC

Pipeline route markers as approved by the EIC

Transition fitting Guard / GI Sleeve / Concrete Sleeves / MS Sleeve as per the instructions of EIC

All types of Brass fittings $\frac{3}{4}$ x $\frac{3}{4}$ and $\frac{3}{4}$ x $\frac{1}{2}$ for connection of Valves and Meter and Regulators for Domestic Connection.

S.S. Back Plate to be installed near MCV.

D. DOCUMENTS, SPECIFICATION, STANDARDS AND DRAWINGS

Owner shall furnish tender purpose drawings as listed in content of Volume-II of II of the tender document and other typical standard drawings attached with respective technical specifications enclosed with Volume-II of II of the tender document. Contractor shall prepare detail engineering drawing, bill of materials and all construction drawings and submit to Consultant for approval prior to start of the job / any procurement.

Contractor shall prepare isometric drawings, any specific detail drawings (if required by Engineer-in-charge) & bill of materials and submit the same for Owner's approval/ record.

Contractor shall prepare drawing for utilities line as required or as per SOR and submit the same for Owner's approval/ record.

No construction small or big shall be carried out without proper construction / standard drawings duly approved by Owner's Engineers at Delhi or site office or Owner's representative duly authorized to do so.

For Mainline route network survey shall be furnished along with bid by Owner. However, detail crossing drawings with crossing methodology shall be submitted by Contractor for prior approval. Any additional survey and data required to complete above shall be done by Contractor without any extra cost.

After Completion of construction & commissioning of pipeline system, Contractor shall incorporate all the correction in drawings, prepare and issue the drawings "as built drawings" as listed below to Owner as final submission of drawings. For Mainline pipeline alignment sheet, all block valves location & details, all X-ing details, pipe book etc. and for tap-off point & consumers premises, various DRS, MRS at Commercial Consumer's Stations – layout drawing, piping GAD, Isometric and all civil drawings including hook-up arrangement with DRS / MRS / Meter Regulator. For final submission only 2 sets of documents plus the original transparencies shall be handed over by Contractor. Any construction done by Contractor without duly approved drawings shall be wholly at his risk and cost. Contractor shall also submit soft copy of pipe book in excel along with hard copy. Soft copy of all as-built drawings shall be also submitted in AutoCAD. For details of documentation to be submitted for mainline and terminal refer enclosed specification for documentation for pipeline construction enclosed elsewhere with the tender.

Specifications

The work shall be carried out by CONTRACTOR strictly in accordance with the following specifications enclosed in Volume-II & II of this document :-

Laying of Underground MDPE Main Pipeline Installation of Aboveground GI Piping for Domestic & Commercial Consumers

GI Fittings
HDPE Pipes

Drawings

The drawings are included in Vol.-II of the bid package for BIDDER's reference purpose only; Bidders are advised to go through these drawings and also visit the site before submitting their bids. The Contractor shall develop the drawings for all crossings and detour of pipeline alignment along with the all type of drawings required for construction works as detailed in respective SCC, PJS & SOR etc.

E. RESOURCES FACILITIES

Recruitment of Personnel by Contractor

The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at the sites but shall make maximum use of local labour available.

Construction Water and Power Supply

No water and power will be provided by the owner. It should be the responsibilities of the contractor to arrange water and power at his own cost.

Land for Residential Accommodation

Owner shall not provide any land for residential accommodation of contractors' staff and labour.

F. PROJECT SCHEDULING & MONITORING

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

Along with Bid

Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Appendix-I to Invitation for bid, PART-A of Tender in all respect, from the date of issue of telex/telegram/letter/Fax of Intent.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

After the Award of Contract

Overall Project Schedule

The Contractor shall submit within 1 week of Fax of Intent, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with 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 document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

The contractor has to start the construction activity within seven days from the date of issue of Job Order by the GGPL Engineer – In – Charge, and if contractor fails to start the activity within the stipulated period the GGPL reserves the right to complete the work by another contractor on the risk and cost of the original contractor.

Progress Measurement Methodology

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

Functional Schedules

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

Project Review Meetings

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

Weekly Review Meeting

Level of Participation	:	Contractor's Site Incharge & GGPL Job Engineers.
Agenda	:	a) Weekly programme v/s actual achieved in the past week & programme for next week

b) Remedial Actions and hold up analysis.

c) Client query/ approval.

Venue : Site Office
Monthly Review Meeting

Level of Participation : Senior Officers of GGPL and Contractors.
Agenda

- : a) Progress Status/ Statistics
b) Completion Outlook

Progress Reporting Performance

Monthly Progress Report

This report shall be submitted on a monthly basis within 10(ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following:

Brief Introduction of the work.

Activities executed/ achievements during the month.

Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing/ Delivery, Subcontracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against schedule.

Area of concern/ problem/ hold-ups, impacts and action plans.

Resources deployment status.

Annexure giving status summary for drawings, MRs, deliveries, sub-contracting and construction.

Procurement status for items to be supplied by Contractor.

Weekly Reports

The report will be prepared and submitted by the Contractor on weekly basis and will cover following items:

Activities programmed and completed during the week.

Resource deployed men and machines.

Quantities achieved against target in construction

Record of Man-days lost.

Construction percentage progress schedule and actual.

Daily Reports

Activity programme for the day

Progress of the previous day and commutative progress.

Manpower & machinery deployed.

Progress Reports

CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.

Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, to the OWNER.

Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least 3 (three) copies.

Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-in-charge.

G. CONSTRUCTION

OWNER reserves the right to inspect all phases of CONTRACTOR's operations to ensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectors or other duly authorized representatives, made known to the CONTRACTOR present during progress of the WORK and such representatives shall have free access to the WORK at all times. The presence or absence of a OWNER's representative does not relieve the CONTRACTOR of the responsibility for quality control in all phases of the WORK. In the event that any of the WORK being done by the CONTRACTOR or any SUB-CONTRACTOR is found by OWNER's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the CONTRACTOR shall, upon verbal notice of such, revise the work in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

Rules & Regulations

CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

Procedures

Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

Field Inspection

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.

Erection and Installation

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorised representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR's authorised representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

Construction Aids, Equipment, Tools & Tackles

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

Tie-end between main line and starting point of terminal is included in the scope of contract, as and when main line section is available for Tie-ins.

H. DOCUMENTATION

"As Built" Drawings

Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the CONTRACTOR shall complete all of the related drawings to the "AS BUILT" stage and provide the OWNER, the following :-

One complete set of all original tracings.

Six complete bound sets of CONTRACTOR's specifications including design calculations.

Six complete sets, in the form of hand bound volumes, of the manufacturer's data book for all the equipments, instruments etc. including certified prints and data. Data books shall be completed with index as to tag numbers associated with manufacturer's data shown, Equipment data shall include as a minimum requirement the principle and descriptions of operations, installation and maintenance instructions, drawings and dimensions, parts list and priced purchase orders including those of major sub-vendors and suppliers. Requirements pertaining to "VENDOR DATA REQUIREMENT" attached with standard specifications for the documents to be included in the Data Book for each equipment, instruments etc. shall also be complied with.

Six bound copies each of the Spare Parts Data Books and the Lubricants Inventory Schedule.

Soft copy of all the as built drawings prepared in AutoCAD in one set of rewritable compact Disc and photographs covering measure activities at site.

The Contractor shall submit colored photographs covering all the activities of pipeline constructions highlighting the progress or other areas of work in 2 sets to Engineer-in-charge at site office along with monthly progress report. Similarly photographs for problem areas should be submitted well in advance with a proposed methodology to execute the works and meet the construction schedule. The cost of same shall be deemed to be inclusive in the rates and no separate payment shall be made.

All as-built drawings as mentioned in specification for documentation enclosed elsewhere in the tender.

Completion Document – MDPE & GI

The following documents shall be submitted in hard binder by the BIDDER in THREE sets, as a part of completion documents :-

Copies of the Inspection reports, Laying Graphs and valve pit drawings.

Pre testing, final Hydrostatic / pneumatic and other Test results and reports.

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Consumption statements of PE / GI certified by Owner's Site Engineer.
Material Reconciliation, stores issue & return statements
All other requirements as specified in the respective specifications.
Completion Certificate issued by Owner's Site Engineer.
No claim certificate by the BIDDER.

Completion certificate for embedded and covered up works wherever applicable.
Recovery statement, if any.
Deviation statement.

Statement for reconciliation of all the payments and recoveries made in the progress bills.

Copies of deviation statement and order of extension of time, if granted.
Any other contractual documents required on completion.

Total list of houses & commercial establishments in the area allotted to him giving details of connections provided & reasons where connection could not be given / completed.

The details recorded in measurement cards of every domestic house.
Details of houses where extra piping done along with materials used.

Total material consumption report.

Material reconciliation with respect to the materials issued.
Test reports & test certificates of gauges etc.
Any other documents / records required.

I. SURVEY AND LEVEL/SETTING OUT WORK

Before the WORK or any part thereof are begun, the CONTRACTOR's agent and the Engineer-in-Charge's representative shall together survey and take levels of the SITE and decide all particulars on which the survey is to be made, and on which measurements of the WORK are to be based. Such particulars shall be plotted by the CONTRACTOR and after agreement the drawings shall be signed by the Engineer-in-Charge.

The CONTRACTOR shall be entirely responsible for the horizontal and vertical alignment, the level and correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the CONTRACTOR at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

The Engineer-in-Charge shall furnish the relevant existing grid point with Bench Mark on the land. It shall be CONTRACTOR's responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall have to employ efficient survey team for this purpose and the accuracy of such setting out work shall be CONTRACTOR's responsibility.

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The CONTRACTOR shall give the Engineer-in-Charge not less than 24 (twenty four) hours notice in writing of his intention to set out or give levels for any part of the WORK so that arrangements may be made checking the same.

WORK shall be suspended for such times as necessary for checking lines and levels on any part of the WORK.

The CONTRACTOR shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out of WORKS.

Before commencement of any activity, contractor's quality control set up duly approved by company must be available at site.

J. ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES.

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractors, if any, to work concurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR shall plan and execute work accordingly.

Existing Service

Drains, pipes, cables, overhead wires and similar services encountered in course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Owners thereof, or otherwise occupy any part of the SITE in a manner likely to hinder the operation of such services.

Should any damage be done by the CONTRACTOR to any mains, pipes, cables or lines (whether above or below ground etc.), whether or not shown on the drawings the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge.

K. MAKE OF MATERIAL/BOUGHT OUT ITEMS

Approved vendors for various major items is enclosed as Appendix-I to Particular Job Specification with this tender documents. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. For any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor for its make/ supplier's name.

L. INSPECTION OF SUPPLY ITEMS

All inspections and tests shall be made as required by the specifications forming part of this contract. Contractor shall advise to GGPL in writing at least 10 days in advance of the date of final inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner. All costs towards testing etc. shall be borne by the contractor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Contractor and duly approved by Owner.

M. ESCALATION

The Unit Rates quoted shall be kept firm till completion of work and no price Escalation shall be paid.

N. DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS

Computerized R.A. Bill/ Manual Bill, with IT No./ ST No./ Labour Licence No. printed thereon.

ESI/ EPF clearance certificates for the last month along with R.A. Bills.

Insurance Policy as per relevant clauses of Contract Agreement.

Attendance Register and Salary Records.

Photocopy of the measurement book to be attached with R.A. Bills.

Any other document required for the purpose of processing the bills.

Registration Certificate with Sales tax authorities of state concerned.

O. INSURANCE FOR FREE ISSUE MATERIAL

Insurance for Free Issue Material

Contractor shall at his own expense arrange, secure and maintain insurance cover for Owner's supplied free issue materials as defined in Tender Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be GGPL. (The approximate cost of free issues material will be notified at the time of handing over by GGPL). The Contractor may take the insurance as per the following schedule.

Upto 2 months – 40.0% of the value

Upto 4 months – 100.0% of the value

Insurances in India

In addition to the insurance covers specified in the General conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with Indian insurance companies to the satisfaction of the owner as may be necessary and to its full value for all

such amounts to protect the works in progress from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. 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 this responsibilities and obligations under Contractor.

Any loss of damage to the equipment during inland transportation, storage, erection and commissioning till such time the Work is taken over by Owner 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 Owner with a copy of all insurance policies and documents shall be submitted to the owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc., as may be necessary well in time.

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 etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.

Contractor's account and will be included in Contract Price. However, the Owner 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.

P. SPECIAL POINTS PERTAINING TO SPECIFICATION

Following new clauses are also to be considered wherever required which are specific to city conditions laying.

Preliminary Activities, Design and Detailed Engineering

Contractor shall carry out all preliminary activities, surveys of utilities to the extent required for main pipeline and distribution/ branch lines, laying underground pipelines and prepare alignment sheets, crossing drawings along with bill of material with all details necessary for construction of the main and branch lines. The minimum pipeline cover shall be kept as follows:

Pipeline Burial Requirements

The entire pipeline shall be buried and provided with a minimum cover as given in Table below :

Pipeline Burial Requirement	
Location	Min. Cover (m)
a) Stream / Canal / Nala and other minor water Crossing (below firm bed level)	1.5
b) Cased/ Uncased Road/ cart track crossings	1.2
c) Cased railway crossings	1.7
d) Drainage, ditches at roads/ railway crossings	1.0
e) Industrial, Commercial, Residential and other locations including rocky areas	1.0
f) Major water crossings (below scour level)	2.5
g) Major water crossing with rocky bed (below scour level)	1.5

Note:

The depth of cover shall be measured from the top of the pipe to the top of the undisturbed surface of soil or the top of graded working strip, whichever is lower. The fill material in the working strip shall not be considered in the depth of cover. The cover shall be measured from the top of road or top of rail, as the case may be;

For river / water courses that are prone to scour and erosion, adequate safe cover as mentioned above or as advised by concerned authorities (whichever is

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stringent) shall be provided below the predicted scour profile expected during the life time of the pipeline.

When scour level is not known, an additional cover of at least 1 m or as advised by concerned authorities shall be provided from the existing firm bed of the river / water course except in case of rocky river bed;

Minimum cover category may be increased based on the statutory requirements from concerned authorities and authorities' requirement shall be final and binding to the contractor.

Soft soil / sand padding of minimum 150 mm thickness or as mentioned in standard drawing (whichever is stringent) to be provided around the pipeline where gravel / hard soil or rocky area is encountered.

Contractor shall carry out detailed engineering as required for preparation of General Arrangement Drawings (GADs) for DRS/ MRS Stations, Piping at consumer ends, connection at existing tap-off location and for future connections along with bill of materials.

Owner will provide typical sketches for above ground installation (i.e. at DRS/ MRS etc.) Contractor shall develop General Arrangement Drawings (GADs) good for construction for various sizes and locations based on typical sketches/ drawings along with bill of materials and submit to Owner for reviews/ approval. Construction work shall be carried out based on construction drawings duly approved by Owner.

The detailed engineering for above ground installation shall include detail engineering pertaining to all disciplines along with bill of materials.

All the documents/ drawings prepared by the Contractor shall be submitted to Owner/ Engineer-in-charge for review and approval. All works shall be executed based on the approved drawings/ documents only.

Contractor shall obtain all clearance from Government authorities. However bank guarantee/ required fee or charges shall be submitted by Owner.

If any ambiguity arises between SCC (Tech.) & Particular Job Specification in that case later shall govern. However in some cases, decision of Engineer-in-charge shall be final and binding to the contractor.

Following points shall be taken care by the contractor before during execution works.

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Contractor shall be responsible for taking necessary precautions regarding traffic (installation of notice / warning boards).

Contractor shall be totally responsible for the occurrence of any accident during excavation of road and shall be liable for damages / expenses due to the same.

Concerned authority / Owner shall not be responsible for any loss / damage.

One copy of the permission shall be made available with contractor's responsible workman at the place where excavation is undertaken.

While executing the subject work, excavation shall be done in consultation with the concerned authority engineer of that area.

Necessary safety measures shall be taken for the gas pipeline, since high tension lines and other services carriers are running along with in gas pipeline route in the area.

Q. SPECIAL NOTES PERTAINING TO SCHEDULE OF RATES (SOR)

All SOR item shall be quoted by the bidder in the price part of the bid, otherwise bid will be rejected.

The quantities given above against individual items are indicative and shall not be considered to be binding. The quantities may be increased, decreased or deleted at site at the time of actual execution and as per discretion of Owner/ Engineer-in-charge. The unit rate shall be operated to work out the final payment due to Contractor.

The payment will be made as per actual certified measurement at site.

The scope as mentioned in the SOR is of indicative nature only and shall include all activities as detailed in the relevant clauses of the respective Particular Job Specifications, Technical Specifications, Data Sheets & drawings, etc.

Installation of MDPE Pipes of all size mentioned above are to be laid underground considering for more than 500 domestic consumers, 2 nos. commercial consumers.

Restoration works of pipeline trench made by open cut method along ROU including pipeline crossings are excluded from Contractor's scope in SOR. However, if any private road / footpath / pavement etc. falls under proposed pipeline route and if crossed by open cut method, in that case restoration works shall be done by the contractor and pavement shall be made as per respective item mentioned elsewhere in the SOR. Owner's /Engineer-in- Charge's decision in this regard shall be final and binding to the contractor.

R. LIST OF APPROVED SUPPLIER FOR BOUGHT OUT ITEMS

PE FITTINGS & PE VALVES

M/s Friatech AG, Germany (represented by M/s Sherman Sales in India)
M/s Jain Irrigation systems Ltd. Jalgaon (Fusion, UK)
M/s George Fisher
M/s Plasson Ltd.
M/s Agru, Australia
M/s Kimplas Piping Systems, Nashi

HDPE PIPES & DUCT

M/s Climax Synthetics (P) Ltd., Vadodra
M/s Indian Poly Pipes, Calcutta
M/s Jain Irrigation Systems Ltd., Jalgaon
M/s Kirti Industries (India) Ltd., Indore
M/s Ori Plast Limited, Calcutta
M/s Phoel Industries Limited, Delhi
M/s Sangir Plastics (P) Ltd., Mumbai
M/s Veekay Plast, Jaipur
M/s Kisan Irrigation
M/s Dutron Polymers Ltd.
M/s Manikya Plastichem (P) Ltd

WARNING GRID

M/s. Bina Enterprises, Mumbai
M/s. K.B. Industries, Nashik
M/s. M.N.C. Industrial Corporation, New Delhi
M/s. Pooja Packaging, Mumbai
M/s. Rolls Packs Pvt. Ltd., Mumbai
M/s. Shubham Paperplas, Mumbai

GI FITTINGS

M/s Jainsons Industries, Jalandhar
M/s RAJNESH Malleables Ltd., Delhi
M/s Industrial Valves & Components, Delhi
M/s Sarin industries, Delhi

Anaconda/Flexible hose

M/s KPC Flexi Tubes, New Delhi
M/s Gayatri Industrial Corporation, Mumbai
M/s Delta Flexibles, New Delhi
M/s Indo Thai Flexible Tubes Limited, Calcutta
M/s Madras Hydraulic Hose (P) Ltd., Chennai
M/s Senior Flexonics (I) Ltd., Gurgaon

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Notes:

For procuring bought out items from vendors other than those listed above, the same may be acceptable subject to the following:-

The vendor/supplier of bought out item(s) is a regular and reputed manufacturer/supplier of said item(s) for intended services and the sizes being offered is in their regular manufacturing/supply range.

The vendor/supplier should not be in the Holiday list of GGPL. Should have supplied at least 50% of required quantity or minimum 1 number whichever is higher of maximum size and rating of item(s) as required for intended services.

The bidder should enclose documentary evidences i.e. PO copies, Inspection Certificate, end-user certificate etc. for all the bought out components, along with their bids.

For any other item(s) for which the vendor list is not provided, bidders can supply those item(s) from reputed vendors/ suppliers who have earlier supplied same item(s) for the intended services in earlier projects and the item(s) offered is in their regular manufacturing/ supply range.

The bidder is not required to enclose documentary evidences (PO copies, Inspection Certificate, end-user certificate etc.) along with their offer. However in case of successful bidder, these documents shall be required to be submitted by them for prior approval of GGPL within 15 days from date of Placement of Order.

SECTION-V
MARKETING

A. SCOPE OF WORK

Contractor shall identify the housing societies where piped gas can be made available and then approach them by giving them letter/brochures provided by GGPL pertaining to registration scheme, benefits of PNG etc. Contractor shall do follow-ups with society committee and shall arrange meeting with them to explain and resolve queries about PNG.

Contractor shall obtain all permissions from Society / private roads to carry out mktg. & engineering activity.

Contractor shall appoint smart, presentable sales representatives as required. All Sales Executives shall be in formal dress. Contractor shall provide mobile to all Sales Executives.

“Marketing Representatives” trained by GGPL shall make cold calls to residents in Housing Societies on a door-to-door basis.

Persuading the customers by giving sales talk, explaining the benefits of Piped Natural Gas during cold calls.

Sales Executives shall maintain daily visit report as per the prescribed format and shall plan out the work for every week.

Assisting the customers to fill up registration form and collecting cheques towards registrations charges proposed by GGPL from time to time. Contractor will ensure that the registration form is duly filled along with customer’s signature.

The A/c Payee Cheque in favor of Godavari Gas Pvt Ltd duly filled along with customer signature & issue receipts.

Contractor shall chalk out the plan for the entire year to achieve the target given by Marketing Dept and agreed by the GGPL EIC.

Buildings in a particular area will be released progressively in stages by the EIC.

The contractor shall perform following activities after collection of pre-registration:

The registration connection charges prescribed herein are applicable at present. However GGPL shall have absolute discrete /liberty to amend, vary modify the charges and / or terms and conditions /manner in which the same are to be administered/ collected. he CONTRACTOR shall be required to abide by the decision of GGPL in this regard.

Contractor shall not make any registrations from the areas declared /specified as technically non-feasible by GGPL as they are required to do marketing only in areas for which GGPL has released drawings.

In case it is observed that Contractor has collected registrations from technically non-feasible area and the same are to be refunded by GGPL then the administrative charges of Rs. 500/- pre registration shall be recovered from the Contractor.

Contractor shall not collect pre-registration/registration from any Institutions, Builders property and buildings not mentioned in block diagram, without written approval of HOD

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(Mktg.), GGPL. The approval for marketing activities for the above categories is solely at the discretion of GGPL.

The contractor shall conduct marketing activities for collection of pre-registrations as follows:

Contractor shall collect the deposits as decided by GGPL.

All deposits charges are to be collected by way of A/c Payee Cheque/ DD only in favor of Godavari Gas Pvt Ltd Gas Limited. Under no circumstances cash will be collected. Any deviation from this policy will attract penalty as decided by GGPL.

In the event of cheques not clearing CONTRACTOR is required to follow up the matter at no extra charges or cost till cheques are cleared into GGPL account.

Contractor should submit all the cheques of balance installments (2nd & 3rd) at GGPL data center in the manner and format prescribed by GGPL on weekly basis.

The Contractor would be responsible for recruitment of Sales Manager.

Appointment of Sales Manager having qualification of Diploma (Mktg) with min 1-2 years experience in Sales or Graduate with Min. 3-4 years experience in Sales, within 15 days of LOI. The Sales manager will be empowered by the Contractor to deal with GGPL Mktg. In-charge on a day-to-day basis for all marketing related issue and activities. Sales Manager shall be provided with Mobile Phone. The contractor would be responsible for recruitment of Sales Manager, with Gazetted officer certification.

Job Profile of Sales Manager:

1. Appointment of smart, presentable and experienced Marketing Teams as required.
2. Daily review of Sales Team regarding the status of loop wise registrations quantity, penetration etc.
3. To attend weekly meeting as per day and time specified by concerned Marketing In-charge.
4. Ensure smooth operation of Sales Admin officer
5. Ensure following reports to be submitted to GGPL.
 - a. DPR daily (Before 10.00 am every day)
 - b. Loop wise status weekly (at the time of attending the weekly meeting)
 - c. Beat wise status fortnightly.
 - d. Building wise status monthly.
 - e. Maintaining the DVR of every sales representative as per prescribed format.

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- f. Maintaining database of the acknowledgement copy of introductory letter of GGPL duly signed by Chairman or Secretary with society seal.
- g. Any other activities prescribed by GGPL from time to time.
- h. Sales Manager shall report to respective Marketing In-charge of GGPL.

6. Appointment of Sales admin

Officer Job profile:

- a. Keeping track of the POP material, banner etc. and plans for inventories.
- b. Data entry of registration forms collected by Sales Teams.
- c. Keeping track of receipt books and preparing receipt reconciliation report and submitting to GGPL every Monday.
- d. Maintaining database for all payment related matter & construction activities.
- e. Depositing cheques, soft data along with registration forms at Data Center once in a week.
- f. Properly maintaining the permission letters loop wise/ correspondence received from the societies.
- g. Updating the reports required by the Sales Manager from time to time.
- h. All backroom related matter shall be the responsibility of the Sales admin. Officers.
- i. CRN reconciliation / Form reconciliation as per the formats prescribed from time to time
- j. Any other activities prescribed by GGPL from time to time.
- k. GGPL Sales Admin. Officer shall report to Sales Manager and ensure all reports to

Pre-registration activities:

To conduct demand generation activity through:

Contractor will provide the banners and display the banners as per instruction of Mktg-in-charge within Housing Societies after obtaining permission from the Society. In the event of the banner being displayed on any public property, the necessary permissions and sanctions of any local Authority, as and where required, shall be procured by the contractor without involving GGPL at any stage.

“Direct mailer” i.e brochures, handbills etc. dropping of such printed matter shall be arranged by the contractor. The contractor shall not in any event print any matter on behalf of GGPL unless otherwise approved by GGPL in writing. Coordination with Chairman/Secretary of Housing, Societies for any permissions and requirements necessary for such a direct marketing assignment and GGPL activities.

Contractor shall assist GGPL to procure at least two tents of size 6ft X 6ft for conducting road shows at strategic location. Tent should be designed as suggested by GGPL.

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Arranging presentations – Audio Visual Presentation at every Housing Society. The contractor shall provide all such equipment necessary for an Audio-Visual Presentation. In any such presentation the contractor shall at least provide a Colour T.V GGPL approved V.C.D. V.C.D players. The contractor shall ensure attendance by undertaking activities such as :

- a. Placing the presentation invitation on the Society Notice Board and / or sending invitation through Society office.
- b. Sending out invitation on behalf on GGPL.
- c. Personal invitations just before starting the presentation etc.
- d. Make Cold calls through “Sales Representatives”, trained by GGPL, to residents in Housing Societies on a door-to-door basis. Persuading the customers by giving sales talk, explaining the benefits of Pipe natural Gas during cold calls.

Institutional & Builders Marketing:

In this category, Contractor shall not collect pre-registration/registration without written approval of HOD (Mktg.), GGPL. The approval for marketing activities is solely at the discretion of GGPL.

In this category, all the registrations should be done by institution/builder. Need min. 25 registrations & above 50% penetration in available potential of particular project/complex. In this category of Marketing, the Contractor shall be required to follow up the Institution, Builder and any other corporate whose building/s are located in the project areas. The subsequent follow up and getting payment along with required registration shall be responsibility of the Contractor. Generally institutional customers release total payment at a time. GGPL Marketing Dept. shall contact the institutions & introduce the Contractor. The Contractor will do the following:

Persuade & convince the concerned officials by giving sales talk, explaining the benefits of Pipe Natural Gas for the residents of housing colonies /Flats.

Follow up the concerned officials till payment is released.

Update GGPL about status on weekly basis with written report separately for each institution in prescribed format

All the registrations should be from the area released to the Contractor.

Should communicate CRN Nos. to the engineering division of GGPL.

Should update the flat nos. to the respective CRN and update the data.

Penalties:

In case the Contractor fails to achieve the target as set by Marketing Department in the respective sectorial area, GGPL retains the right to carry out the Marketing Activities in the given area by appointing DMAs or any other means, at the Contractors risk & cost.

The contractor will be paid as per the pre priced **SOR** for different stages of collection of connection charges.

SECTION-VI
TECHNICAL
SPECIFICATIONS &
STANDARDS

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LIST OF SPECIFICATION/ STANDARDS

Technical Specification

SR No	Document No	Description
1	GGPL/CON/MDPE -01	Laying of Underground MDPE Main Pipeline
2	GGPL/CON/GI-01	Installation of Aboveground GI Piping for Domestic & Commercial Consumers
3	GGPL/ENG/PE/05	MDPE Electro fusion fittings
4	GGPL/ENG/PE/06	Crimping Fittings
5	GGPL/ENG/PE/09	GI Fittings
6	GGPL/ENG/PE/010	Copper Fittings
7	GGPL/ENG/PE/011	Copper pipes
8	GGPL/ENG/PE/012	Warning Tape
9	GGPL/ENG/PE/013	Flux
10	GGPL/ENG/PE/014	Solder Wire
11	GGPL/ENG/PE/015	Brass Fittings

Tender/ Standard Drawings

Description

Drawing No.

- | | |
|---|-------------------|
| 1) Schematic Diagram for Domestic
GGPL/PLNG./DWG-01

Connections in Multistoried Housing Complex | |
| 2) Scheme of High Pressure Service Installation | GGPL/PLNG./DWG-02 |
| 3) Regulator Box, Meter Brackets & Clamps | GGPL/PLNG./DWG-03 |
| 4) Road/ Highway Cased Crossing for MDPE
Pipe | GGPL/PLNG./DWG-04 |

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5) Typical Detail of Marker	GGPL/PLNG./DWG-05
6) Pipeline Warning Sign	GGPL/PLNG./DWG-06
7) Warning Plate without Foundation	GGPL/PLNG./DWG-07
8) Commercial Connection Scheme (Type-I)	GGPL/PLNG./DWG-08
9) Reinstatement Specification Trench Cross Section (Typical) Single MDPE Pipeline Laying	GGPL/PLNG./DWG-09
10) Typical Details of Valve Pit	GGPL/PLNG./DWG-10
11) Restoration of Roads, Footpath, Channel	GGPL/PLNG./DWG-11
12) Standard Details of Backfill for Drain Crossing	GGPL/PLNG./DWG-12

TECHNICAL SPECIFICATION FOR LAYING OF MDPE MAIN AND SERVICE PIPELINES (GGPL/CON/MDPE -01)

C O N T E N T S

GENERAL INFORMATION

SCOPE OF WORK

MATERIAL, LABOUR, PLANT AND EQUIPMENT

Supplied by Contractor

Plant and Equipment

Imported Backfill and Material

Other Materials

PROGRESS OF WORK

APPROVALS

REFERENCE SPECIFICATION, CODES AND STANDARDS

SAFETY

ROUTE SURVEY

ORGANISATION OF WORK

STRUCTURES, SERVICES AND OTHER PROPERTY

Location of underground Utilities

Protection of Structures and Utilities

Interference with Traffic, Street Drainage and General Public

TRENCHING

Depth of Trench

Width of Trench

Trench Base

Clearances

Underground Interference

Others

Bedding

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LAYING

LAYING OF OPTICAL FIBER CABLES/ CONDUIT

JOINTING OF PE PIPE

BACK FILLING

MOLING

BORING /RAMMING /DIRECTIONAL DRILLING

CASING PIPE

RESTORATION

TESTING

PURGING

VALVE PIT

PERMANENT MARKER

ASSISTANCE IN COMMISSIONING

RESIDUAL ENGINEERING

STANDARD OF WORK

RECORDING (AS-BUILT DRAWINGS)

TECHNICAL SPECIFICATION

GENERAL INFORMATION

INTRODUCTION

Godavari Gas Pvt Ltd(GGPL) is a Joint Venture company between Gail (India) Limited and Hindustan Petroleum Corporation Ltd. (HPCL). GGPL has been setup to provide CNG (Compressed Natural Gas) as fuel vehicles through CNG filling stations and PNG (Piped Natural Gas) to Industrial, Commercial & Domestic Sectors in Kovvur.

For that, GGPL plans to install a PNG Distribution network in Kovvur. GGPL through this tender is seeking contractors to lay an underground Medium Density Polyethylene (MDPE) pipelines and provide Natural Gas connections to domestic and commercial consumers.

The main scope of this specification comprises of laying of underground Medium Density Polyethylene (MDPE) main pipelines and services pipelines from the DRS to PE / GI transition fitting (inclusive). All the materials shall be supplied by contractor, except MDPE pipes, gas meters and regulators. The scope covers the activities associated with supply laying, testing and commissioning of MDPE main pipelines and services pipelines of sizes ranging from 20 mm to 125 mm OD up to and including the PE / GI transition fitting above ground level.

In Kovvur, GGPL is planning to connect 500 Domestic connections through this tender. However the pipe route & number of connections planned is tentative & may undergo changes as per actual requirement as decided by the Engineer-in-Charge.

Nature of Contract

The contractor shall be paid on a Schedule of Rates basis. He shall execute the work and perform his obligations under the contract, and GGPL shall pay the contractor for measured quantity of each item of work actually carried out under the contract. Payment shall be at the rate for the work set out in the agreed Schedule of Rates.

SCOPE OF WORK

Generally the following shall constitute the Contractor's scope of work :

Plan and prepare a schedule for execution and work implementation as per QA/QC plans to be issued by GGPL. Contractor has to submit the Construction/ Execution procedures before commencement of work.

Assist in obtaining permissions from land owing agencies for road cutting for laying of pipelines. Liaising with concerned authorities during execution of the job.

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Receipt of free issue items from GGPL's designated stores, loading, transportation, unloading at Contractor's stores near project sites.

Proper storing, stacking, identification, providing security, and insurance, during storage, laying and up to handing over of pipelines.

Making trial pits to determine the underground utilities /services such as existing pipelines, Cables (Electrical/Communication), Conduits, U/G drainage, Sewers, tunnels, Subways foundations etc, and deciding optimum routes and depths for laying the pipelines based on the route plans provided in the tender.

Obtaining the approval for optimum route and ROU from the concerned authority and EIC. Grading the ROU as per requirement for proper movement of workmen, equipment and QA/QC personnel.

Wherever required the grass/ turning, pavement, linings, drains roads and other such 'pucca' area shall be locally removed to facilitate trenching and pipe laying works. The same is to be reinstated as original.

Supply & Installation of Safety/ Warning Signs, barricading of the entire route to be trenched. Pits to be similarly barricaded along the warning sign.

To make trenches with stable slopes but restricting minimum disturbance to above ground/underground services/ installation as per specifications and approved route plans; keep the trenches free from water and soil till placement of pipes;

Uncoiling/ stringing the PE pipes of required sizes (i.e. 20, 32, 63, 90, &125 mm) pipes into trenches as per specification.

Joining the pipe ends with fittings and valves by approved electro-fusion techniques as per specification.

Installation of pipe fittings/installation like elbow, tee, reducers, tapping saddles, joints, connectors, transition fittings, valves etc. including construction of supports, valves pits, inspection chambers etc. as per specification.

Laying pipeline using trench less technology methods with or without casing pipes as per specification and as directed by EIC.

Supply & Laying of HDPE duct as casing pipe wherever applicable, along with MDPE Pipe.

Supply of all the equipment for laying of MDPE pipeline.

Supply of good quality GI sleeves, Transition Fitting Guard, MS enamel coated sleeves, concrete casing pipes, sand and other material, fittings to be supplied by the Contractor as per provisions of tender.

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Back filling and compaction by jumping jack compactor using approved 'good' soil or using excavated earth or borrow earth as per requirement and specification and replacement of tiles, slabs removed during the excavation. Cleaning all unserviceable material, debris, excess earth near trenches etc to designated disposal area.

Carrying out pneumatic testing and purging as per specifications and approved procedures; providing all tools, tackles, instruments, manpower and other related accessories for carrying out the testing of pipes.

Nitrogen purging (including supply), commissioning & gas charging of tested pipeline as per approved procedure.

Restoration of existing ground features such as grass/ turfing, paving, roads, drains, concrete, floral beds, fencing, tiles, flooring masonry etc. to original condition and to match with adjoining conditions- functionally and aesthetically up to the entire satisfaction of GGPL any other third party agency designated by GGPL and local authorities, failing which, it will be done at the risk and cost of the contractor. Obtaining satisfactory completion certificates for the restoration work done from the concerned authorities.

Installing of permanent site markers, warning signs, valve chamber etc.

Returning surplus material to GGPL stores, reconciliation of free issue material/ consumables and obtaining 'no objection certificates' from GGPL

Handing over the completed works to GGPL for their operation / use purposes.

Maintaining the completed pipelines/installation for any defect, failures during defect liability period.

Preparation and submission of As-built drawings, details of crossings, utility graphs, measurement sheets and deviation statements on completion / commissioning of work by way of drawing, sketches and tables.

Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the Scope of work and has to be completed by the Contractor within specified schedule at no extra cost to GGPL.

MATERIAL, LABOUR, PLANT AND EQUIPMENT

Supplied by the Contractor

Unless otherwise specified contractor will supply all size of HDPE casing pipe GI fittings and other materials as per SOR & scope of supply necessary to complete the laying of gas main pipelines and service pipelines. However free issue item would be supplied to the contractor as per Owner's scope of supply mentioned in the tender documents.

The contractor is to procure all bought out items from approved vendors and accordingly keep GGPL informed. The inspection of bought out items would be carried out by GGPL / Third Party Inspection or as instruction by EIC.

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The Contractor shall provide the skilled labour, tools, material and equipment necessary for the proper execution of the Work. This will include but not be limited to list of specialized items included in the enclosure furnished herewith.

Equipment & Machinery

All vehicular type machinery shall be in good working order and shall not cause spillage of oil or grease. To avoid damage to paved surfaces the Contractor will provide pads of timber or thick rubber under the hydraulic feet or outriggers of machinery.

In addition to above, the contractor must have dedicated bar coded electro fusion (Automatically readable) machine with power generator (at any point of time minimum 2 nos.), Pipe Cutters (like circular guillotine), End Scrapers, Pipe Straightener, approved Top loading clamp for fusing saddle tapping tee, clamps of all sizes for Electro-fusion fittings, re-rounding tools and test ends etc. for pipes of following diameters 125mm, 90mm 63mm, 32mm & 20mm for this project. Contractor has to arrange his own all equipments for trenchless crossings such as HDD, Moling & rock cutting equipment, HDPE fusion equipment at the site whenever required.

Contractor must also have to arrange his own equipment for restoration work like water tanker and jumping jack compactor for compaction of backfilled trenches and roller and other required equipment/ machinery for asphaltting/ road works.

Imported Backfill and Material

The Contractor shall be responsible to arrange the supply of any imported backfill including approved Sweet earth/ Coarse Sand and aggregate etc. Payment for the supply of sand only is included in Schedule of Rates. The other soils shall be supplied without any cost implication to Owner.

In case specified trench depths are not achieved & if directed by Engineer-in-charge Contractor to provide concrete casing pipes/ slabs or cement concrete, without any cost implication to Owner.

Other Materials

The Contractor shall supply the following items where required.

All materials required for form work, trench support, and temporary trench crossings.

All sign boards, barricades, tin sheets, lights and protective equipment.

All minor items not expressly mentioned in the Contract but which are necessary for the satisfactory completion and performance of the Work under this Contract.

Permanent markers as shown in the drawings enclosed in the tender.

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PROGRESS OF WORK

The Contractor shall proceed with the Work under the Contract with due expedition and without delay.

The EIC may direct in what order and at what time the various stages or parts of the work under the Contract shall be performed.

Contractor has to regularly submit daily progress reports, weekly progress reports, graphs with utilities, testing reports, material consumption and inventory reports, deviation statements etc.

LAISONING

Contractor has to assist in getting permissions, obtain statutory approval/ clearances for laying of pipelines. However, GGPL will pay the departmental charges for getting the clearances. It is the contractor's responsibility to inform and co-ordinate the concerned local authorities and also other utility agencies before commencement of work at site. To ensure smooth execution of the work on a day to day basis, the contractor has to liaison with respective authorities and obtains necessary approvals. No separate rate will be provided for the same job.

REFERENCE SPECIFICATION, CODES AND STANDARDS

The contractor shall carry out the work in accordance with the requirement of latest relevant applicable standards, this specification, GGPL's Engineering

Standards; relevant Oil India Safety Directorate (OISD) norms, PNGRB Regulations for Technical Specifications(T4S), ASME B31.8 – Gas Transmission and Distribution Piping Systems; Australian Standard 3723 – Installation and Maintenance of Plastics Pipe Systems for Gas; and the American Gas Association Document – Purging Principles and Practice. ISO:4437/ IS:14885 for underground polyethylene pipes and GGPL's approved procedures

Should the contractor find any discrepancy, ambiguity or conflict in or between any of the Standards and the contract documents, then this should be promptly referred to the Engineer-in-Charge (EIC) for his decision, which shall be considered binding on the contractor.

SAFETY

The Contractor shall conform to the requirements outlined elsewhere in the tender document. In addition, the Contractor shall observe safe working practices in the storage and handling of cleaning fluids, flammable fluids, etc, and ensure smoking or naked flames are not permitted in the vicinity when these materials are being used.

Trench walls shall be battered with sufficient slope in order to minimize a trench collapse. Where there is a danger of an earth slide or collapse, the trench shall remain

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open for the minimum time possible with proper barricading. The Contractor is to ensure that no person enters a trench, which is of a depth of 1.5 metres or greater, unless the trench has adequate shoring or the sides are battered to such an extent as to prevent a trench collapse

The Contractor shall also protect all work sites with warning signs, barricades (As per the drawing attached in tender document) and night lighting. The Contractor shall inspect all fenced excavations daily, and maintain them in good order.

The trenches/ pits shall not be kept open in night times. However in case the same is essential the same shall be properly barricaded with proper lighting arrangements & manned.

The Contractor shall provide all safety equipments (Personal Protective Equipment) like helmets, Safety Shoes, etc. to the labour which are necessary for safe working practice. The contractor shall ensure that the crow bar will be properly insulated $\frac{3}{4}$ th of length of crow bar.

Any accident causing injury to any person or damage to property or equipment shall be reported to the EIC.

Where the EIC determines that the work is being performed by the Contractor in an unsafe manner, he may suspend the Work until corrective action is taken by the Contractor.

ROUTE SURVEY

Plans detailing the size, operating pressure and approximate location of the proposed mains, connections and associated regulator installations will be issued to the contractor at the start of the works.

The final alignment of mains will be worked out at site in consultations with the site engineers after route survey and trial pits, at his cost, have been carried out. Any change in routing from the issued drawings due to site constraint will be notified to EIC & his specific written approval shall be obtained before carrying out the job.

Service Lines

A survey will be conducted jointly by GGPL/ third party inspection and the contractor at each premises or housing colony to be supplied. The survey record will note customer details, the potential gas supply points and proposed regulator positions and estimates of material quantities. The contractor's representatives will make as sketch of the agreed pipe routes if necessary.

The contractor will be responsible for contacting the customer and making the necessary arrangements for access, and appointments to carry out the work. Contractor shall maintain job card and complaint books at site. GGPL will not be responsible for any time lost due to broken appointments or disputes with customers.

ORGANIZATION OF WORK

All construction work will be carried out as per direction of EIC, and this will be the primary point of contact between the contractor and GGPL on site. All work will be issued and sanctioned through the EIC and site control exercised by Site Engineer GGPL. The contractor shall ensure that technical quality standards are maintained, that construction is carried out cost effectively and that a good customer and public image of GGPL is maintained.

The contractor will appoint his own supervisors of minimum number instructed by EIC. These personnel will be responsible to the SE for monitoring construction standards and for ensuring that all detailed technical requirements are met on each and every job which is undertaken. The contractor's supervisor(s) will have day to day liaison with the SE, and will provide the SE with technical reports and audits, and other management information as is required on work progress and construction quality standards.

The contractor's supervisor shall have mobile telephones or pagers to ensure that they can be contacted at all times. The contractor will also nominate one person who can be contacted if necessary out of hours, for the duration of the works. The contractor's supervisor will have access to transport at all times to allow them to visit sites and attend meetings with GGPL as is required. The normal day to day issue of work instructions, communication between GGPL and the contractor's supervisor and the SE. No deviation from the approved technical specification / issued construction drawings shall be undertaken without written approval of EIC.

STRUCTURES, SERVICES AND OTHER PROPERTY

Location of Underground Utilities

The contractor shall locate all buried utility pipes, underground cables, water mains and other obstructions intersecting or adjacent to the Works, and shall make available the necessary labour to expose and record the depth of cover over all obstructions in advance of excavation. This shall be done far enough in advance of excavation to facilitate gradual change in grade or position found necessary to clear any obstructions.

In addition, the contractor shall excavate trial pits as necessary to determine the pipe route. The number of trial pits will be agreed with the EIC in advance of any excavation. In any event, trial pits shall be made at intervals of a maximum of 30 meters. Restoration of the abandoned trial pits and trenches shall be the contractor's responsibility. No payments shall be made for such type of jobs.

There will be no additional payments in respect of abandoned trenches incurred because of insufficient or inadequate trial pits, or any associated lost time or delays.

Protection of Structures and Utilities

The Contractor shall at his own cost, support and protect all buildings, walls, fences or other structures and all utilities e.g. Electrical cables, Telephone Cables, Water pipelines, Sewer pipelines etc., and property which may, unless so protected, be damaged as a result of the execution of the works. He shall also comply with the requirements in the specification relating to protective measures applicable to particular operations or kind of work. Special care shall be taken while laying Pipelines near the trees.

Interference with Traffic, Street Drainage and General Public

The Work shall be executed in such a manner as to cause a minimum of inconvenience to persons requiring to use public or private roads, lanes, thoroughfares, walkways, rights-of use or passages through which the Works are to be executed. The trench shall be back filled, compacted, levelled and extra earth shall be removed immediately after laying of pipeline to avoid public inconvenience. Closure of roads, etc, shall not be permitted without the approval of the EIC.

The Contractor shall comply with all local Authorities requirements to traffic, and keep roads open to traffic, and maintain access to and within any private property.

Wherever the pipe route crosses driveways, access tracks or entrances to private properties, the Contractor shall give the owner, occupier or relevant authority at least 24 hours prior notice of intended commencement of excavation and shall be restricted to pass through.

The Contractor shall not, in any circumstance, use a private driveway, access track or entrance without the prior approval of the EIC.

The Contractor shall provide suitable access where necessary in the form of temporary bridges, culverts, flumes, etc, of a size and type approved by the EIC.

The Contractor shall comply with all relevant road Laws. Where limits and/or speed limits have been placed in the vicinity of the Works, the Contractor shall provide for the necessary movement of plant and equipment in accordance with the requirements of the relevant authority.

The Contractor shall not obstruct any drainage pipes or channels in any road but shall deviate them where necessary and use all proper measures to provide for the free passage of water.

The Contractor shall deliver the completed works after proper cleaning of the site.

The contractor shall conduct his operations at all times, with a view to minimizing as far as practicable noise from plant and other objectionable nuisance (e:g oil leakage).

TRENCHING

The schematic diagram with the detail of trench is enclosed as Annexure.

The Contractor shall perform the excavation works so as to enable the pipe to be laid in conformity with the levels, depths, slopes, curves, dimensions and instructions shown on the Drawings, Specifications or as otherwise directed by the EIC.

Contractor shall excavate and maintain the pipeline trench on staked centreline as per approved alignment sheets taking into account the horizontal curves of the pipelines.

While trenching care shall be taken to ensure that all underground structures and utilities are disturbed to the minimum. Suitable crossing shall be provided and maintained over the ROU wherever necessary to permit general public, property owners or his tenants to cross or move stock or equipment from side of the trench or another.

Trenching shall be made with sufficient slopes on sides in order to minimize collapsing of the trench. On slopes wherever there is danger of landslides, the pipeline trench shall be maintained open only for the time strictly necessary. GGPL may require excavation by hand tools, local rerouting and limiting the period of executing of the works. Before trench cuts through water table, proper drainage shall be ensured, both near the ditch and ROU in order to guarantee the soil stability.

The Contractor shall ensure that trench bottom is maintained in the square form as far as possible, with equipment, so as to avoid/ minimize the hand grading at the bottom of the trench. The Contractor shall do all such handwork in the trench as required to free the bottom of trench from loose rock, pebbles and to trim protruding roots from the bottom and sidewalls of the trench.

Depth of Trench

The minimum depth of cover shall be measured from top of pipe to the top of undisturbed surface of the soil or top of the graded working strip or top of road or top of rail, whichever is lower.

The depth of the trench will be such as to provided minimum top cover above pipe as stipulated below:

For Distribution Main and Service Lines

i) Minor Water Crossing/ Canal	1.5 meter
ii) Uncased/ Cased Road Crossing	1.5 meter
iii) Rail/ Road Cased Crossing	1.5 meter
iv) Normal Areas	1.0 meter

The minimum depth as mentioned above may be greater than as may be required by Government/ Public authorities under jurisdictions. The Contractor shall perform such work without extra compensation, according to the requirement of concerned authorities.

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In cases of Drain/ Culvert crossing through open cut where excavation cut is more than 1.5m, the extra excavation shall be paid in quantity basis. The rate shall include backfilling as specified

In case the depth could not be achieved due to practical problems and the same is demonstrated, EIC after examining thoroughly and considering the codes and standards may allow the contractor to provide suitable protection by way of concrete casing pipes or slabs without extra cost to GGPL.

Width of Trench

The width of the trench shall be wide enough to provide bedding around the pipe and to prevent damage to the pipe inside the trench. Unless otherwise directed by the EIC and where ground conditions permit, the minimum distance from the inside edge of the trench wall to the outside of the pipe shall be as per drawing enclosed herewith .The following table specifies the maximum trench widths and minimum depth of cover for the various size of pipes to be laid. Any deviation from trench widths specified will not alter the linear rates of SOR. In case the statutory authority applies any type of penalty or extra rate to GGPL for excess excavation beyond the specified width the same shall be recovered from contractors RA Bills. However in a special case the laying of pipeline is not possible in the approved width, variation up to 5% will be admissible on case to case basis subject to prior approval from EIC.

Pipe size (Dia)	Max Trench Width	Minimum top cover
32,63,90,125 mm	450 mm	1000 mm

Trench Base

The trench bottom shall be cut or trimmed to provide a uniform bedding for the pipe, and shall be free of stones, metal, wood, vegetation, clods of earth or other debris before placement of the pipe.

Hard rock is defined as trench material with a single piece dimension exceeding 1.5 m in length which cannot be removed other than by the use of pneumatic chisel/drill or sledge hammer and chisel. Additional Rates will be paid for hard rock excavation as per the SOR.

Excavation through soil mixed with boulders that have been used for a road base will not be considered as hard rock for the purposes of payment.

Clearances

Unless otherwise approved, the following clearances shall be maintained between the external wall of the gas pipe and the external surface of other underground assets in the vicinity of the Works.

150mm where the gas pipe crosses other assets, other than electric cables, whereupon the clearance shall be 300 mm.

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300mm where the gas pipe is on a similar alignment to the other assets. Where the above clearances cannot be achieved, or in other special circumstances, the EIC may approve/specify protection with concrete/MS coated pipe, etc. The protective material shall be supplied and installed by the Contractor at his cost.

Under Ground Interferences

The Contractor shall locate and expose manually all underground facilities if any during trenching. Safety barriers, if required shall be erected to prevent any damages or accident. On locations where pipeline is laid under the existing facilities and near the approaches to the crossing, the trench shall be gradually deepened to avoid sharp bends.

All sewers, drains, ditches and other natural waterways encountered while trenching shall be maintained open and functional by providing proper temporary installations if required. Suitable dewatering pumps shall be deployed to dewater, if required.

Whenever it is permitted by Authorities and/ or GGPL to open cut paved road crossing, or where line is routed within the road pavement, the Contractor shall remove the paving in accordance with the restrictions and requirements of the authorities having jurisdiction thereof as directed by GGPL. After laying the pipeline, backfilling shall be immediately performed and all the areas connected with the works shall be temporarily restored.

In case of damage to any of above referred structures/ utilities the contractor shall be responsible for repairs/ replacement at his own cost, which shall be carried out to satisfaction of concerned authorities, resident and GGPL.

Others

Throughout the period of execution of such work, the Contractor shall provide and use warning signs, traffic lights or lanterns, barricades, fencing, watchman etc. as required by the local authorities having jurisdiction and/ or GGPL.

For all roads, paths, walkways etc. that are open-cut, the Contractor shall provided temporary diversions properly constructed to allow the passage of normal traffic with the minimum of inconvenience and interruptions.

The paving shall be restored to its original condition after the pipeline is installed.

The Contractor shall excavate to additional depth at all the points where the contour of the earth may require extra depth, or where as deep trench is required at the approaches to crossings of roadways, railroads, rivers, streams, drainage ditches without any extra cost implication to GGPL.

The Contractor shall excavate all such aforesaid depths as may be required at no extra cost of GGPL.

The trench shall be cut to a grade that will provide a firm, uniform and continuous support for the pipe.

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The Contractor shall take conducive measures to ensure the protection of underground utilities as per the instructions of GGPL or relevant authorities.

Where the pipeline crosses underground utilities/ structures, Contractor shall first manually excavate to a depth and in such a manner that the utilities/ structures are located, then proceed with the conventional methods.

The locations, where the pipeline has to be laid more or less parallel to an existing pipeline cable and/ or other utilities in the Right-of-way the Contractor shall maintain proper distances and perform the work to the satisfaction of GGPL and other utility agencies. In such locations, the Contractor shall perform work in such a way that even under the worst weather and flooding conditions, the existing pipeline/ utilities remain stable and shall neither become undermined nor have the tendency to slide towards the trench.

Bedding

The contractor shall ensure that the pipe when placed in the trench is supported and surrounded by a bed of screened excavated soil, which shall be stone free and have a maximum grit size of 5mm in order to ensure no damage occurs to the pipe.

However in case of rocky soil, the bedding shall be done with approved/ good quality packing sand, subject to the approval of the EIC, the size distribution of the sand/ shall be the same as per soil. The packing sand shall be placed to a minimum thickness of 150mm around the pipe in case of rocky terrain. The payment for supply of sand will be as per SOR item.

Unless directed by the EIC the quantity of bedding & surrounding sand shall confirm to specifications. There shall be no void space in packing sand around the pipe.

LAYING

Laying of MDPE pipelines shall commence only after ensuring proper dimensions and clean surface of the trench. The trench bottom shall be free from the presence of cuts, stones, roots, debris, stakes, rock projections up to 150mm below underside of pipe and any other material which could lead of perforation/ tearing of the pipe wall. After ensuring above the MDPE pipe coil shall be uncoiled smoothly through proper equipment's/ care inside the trench ensuring no damage to pipe coil during laying. The Contractor must ensure that pipe caps are provided before lowering of pipeline. The trench after this can be released for back filling leaving adequate lengths open at the ends, for jointing.

Where given specific approval by the EIC a pipe may pass through an open drain or nallah. Where this is permitted the pipe shall be installed inside a concrete or steel sleeve for protection. The sleeve material shall be procured and laid by the Contractor. In general the GI Sleeve and MS sleeves material specification shall be confirming to IS 1239 (Heavy Duty) specification of reputed make. The payment for the length of pipe in the sleeve will be made as per SOR. All other work necessary to break through the walls of the obstruction, and to seal the annulus between the pipe and the sleeve and the sleeve and the wall, shall be deemed to be included in the rates.

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Open ends of pipe placed in the trench shall be securely capped or plugged to prevent the ingress of water or other matter. The Contractor is to ensure that nothing enters the inside of the pipe during the laying process as this could cause a future blockage or regulator malfunction due to dust, etc.

Service lines shall be installed in accordance with the drawings. Note that the service pipe rises out of the ground at the customer's premises within a GI sleeve pipe. The vertical portion of the sleeve shall be fixed to the wall of the premises in a secure manner. A bending tool shall be used to bend the GI sleeve pipe so that it has the appropriate curvature and is free of kinks. The bending of the sleeve, its fitting and clamping, and the installation of the transition fitting excluding service-isolating valve, is all included in the service connection rate. A rate is included in the SOR for the provision of sleeves for PE laying.

The installation of the GI sleeve for service lines shall be done by sealing the annulus, firm fixing of the GI sleeves with concrete mix, breaking through any obstructions & their subsequent restoration to the satisfaction of the EIC.

Valves shall be installed at locations shown on the Design Plan or as directed by the EIC and joined with PE pipes by electro-fusion techniques. The valves shall be supported on a bed of fine fill of grit size not greater than 5mm to achieve equivalent support as the incoming and outgoing pipe work.

Laying graphs with details of depth, length, offsets from fixed references, other utility crossings, fittings, size of casing pipe used for the pipeline shall be prepared on daily basis and submitted to Site Engineers of the Owner for approval. These details will be further incorporated into As-Built Drawings.

BACKFILLING

Backfilling shall be done after ensuring that appurtenance have been properly fitted and the pipe is following the ditch profile at the required depth that will provide the required cover and has a bed which is free of extraneous material and which allows the pipe to rest smoothly and evenly. Dewatering shall be carried out prior to backfilling. No backfilling shall be allowed if the trench is not completely dewatered.

Prior to backfilling it should be ensured that the post padding where required of compacted thickness 150mm is put over and around the pipe immediately after lowering.

Backfilling shall be carried out immediately after the post padding where required has been completed in the trench, inspected and approved by GGPL, so as to provide a natural anchorage for the pipe, avoiding, sliding down of trench sides and pipe moment in the trench. If immediate backfilling is not possible, a padding of at least 200mm of earth, free of rock and hard lumps shall be placed over and around the pipe and coating.

The backfill material shall contain no extraneous material and/ or hard lumps of soil, which could damage the pipe and/ or coating or leave voids in the backfilled trench.

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In case, it is required and directed by EIC, screening of the backfill material shall be carried out with specified equipment before backfilling the trench.

The surplus material shall be neatly crowned directly over the trench and the adjacent excavated areas on both sides of the trench to such a height which will, in GGPL opinion of provide adequately for future settlement of the trench backfill during the maintenance period and thereafter. The down shall be high enough to prevent the formation of the depression in the soil when backfill has settled into its permanent position should depression occur after backfill, Contractor shall be responsible for remedial work at no extra cost to Company. Surplus material, including rock, left from this operation shall be disposed off to the satisfaction of land owner or authority having jurisdiction at no extra cost to GGPL.

Where small pieces of rock, gravel, lumps of hard soil or like materials are encountered at the time of trench excavation, sufficient earth or select backfill materials shall be placed around and over the pipe to form a protective cushion extending at least to a height of 150mm above the top of the pipe. Select backfill materials for padding that are acceptable shall be screened soil, containing no gravel. All these works shall be carried out by Contractor at no extra cost to GGPL. Loose rock may be returned to the trench after the required selected backfill material has been placed, provided the rock placed in the ditch will not interfere with the use of the land by landowner, or tenant.

In case where hard rock is encountered or as desired by EIC sand padding is to be provided upto height of 150mm around the pipe and the same shall be paid as per SOR.

When the trench has been dug through drive ways or roads, all backfilling shall be executed with suitable material in layers as approved by GGPL and shall be thoroughly compacted. Special compaction methods as specified may be adopted. All costs incurred there upon shall be borne by the Contractor.

Trenches excavated in dikes which are the properties of railways or which are parts of main roads shall be graded and backfilled in their original profile and condition. If necessary, new and/ or special backfill materials shall be supplied and worked-up to.

PE Warning Grid/Mat 1mm thick and 300mm wide will be placed on distribution main and on service lines inside premises, after backfill of the trench up to a height of 300mm on the top of the carrier pipes. The warning grid is to be unrolled centrally over the pipe section and thereafter further backfilling will commence.

Backfilling activity shall include proper compaction by jumping jack compactor and watering in layers of 150mm above the warning mat. Proper crowning of not more than 150mm shall be done. All the excavated material required to be used during the Restoration process shall be stacked and kept separately and properly. Wherever Road cutting/ Tiles removal/ PCC cutting has been done during excavation

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for laying, the area shall be back filled and compacted immediately so that no inconvenience is caused to the general public.

Electro-fusion of joints is to be undertaken immediately after lowering and the activity shall not be kept pending for lack of Electro-fusion jointing. The backfilling shall be considered complete only after the joint is completed. The Electro fusion fittings as per the technical standards are supplied by the contractor.

Debris and other surplus material shall be removed immediately after the back filling.

The contractor shall not be entitled for 30% payment on laying & backfilling till the above activities are completed.

MOLING:

The Moling shall be carried out as per the requirement specified by GGPL, and approved procedures. The contractor has to carry out thorough survey of the underground utilities before going for the Moling, to avoid the damage to the other utilities.

No extra payment will be made for any trial/ abandoned pits made during the survey. The supply of all equipment, power required for carrying out moling work, is in contractor's scope. The type of moling to be carried out i.e., Manual/Machine with or without casing shall be at the discretion of GGPL. A prior approval is to be taken before starting the Moling.

For manual Moling the contractor shall ensure that the size of the hole shall not be more than 20% of the size of the casing / carrier pipe whichever is applicable. After completion of Manual Moling the hole shall be properly compacted / filled with soil by watering and by approved procedures, the pits shall be backfilled, compacted & restored . The rate for such crossing work by using casing pipe & carrier pipe or only carrier pipe shall be payable as per Schedule of Rates. **No separate payment shall be made for pulling the carrier pipe.**

In case of Machine Moling a standard procedure is attached herewith in **Annexure** for reference. The rate for such crossing work by using casing pipe shall be provided in Schedule of Rates. **No separate payment shall be made for pulling the carrier pipe.** In case Casing pipe is not laid during Moling then rates payable shall be as per Schedule of Rates.

The rates for Moling, as indicated in SOR, are payable as per the size of the casing/ carrier pipe and are inclusive of excavation of pits, backfilling, compaction, restoration, jointing and insertion of carrier pie.

Any damages occurred to other utilities during the Moling operation shall be immediately notified and rectified by the contractor without any cost implication to GGPL.

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The length of the Hole (excluding the sizes of the pits on both ends) shall be considered for the measurement of Moling length. However, intermediate pits will consider in the moling length.

CASING PIPE

The tentative sizes of the HDPE casing pipe for Moling/ HDD shall be as follows:-

Size of MDPE pipe	Size of HDPE pipe
20 mm	50 mm
32 mm	75 mm
63 mm	125 mm
90 mm	200 mm
125 mm	250 mm

However, size of the casing pipe may vary according to length of the carrier pipe and requirement of laying of OFC Duct.

RESTORATION

Wherever the restoration is required, the roads, footpaths (including roads and footpaths inside colonies) shall be restored to original condition, and the same shall be done as per concerned local authority's norms and to the satisfaction of the concerned local Authority. To retard curing of the installed concrete, wet sack cloth is to be placed on the finished surface and kept damp for a period of 36 hours.

Where slabs and blocks are to be restored, the level of the compacted sub base is to be adjusted according to the slab/block thickness. The slabs or blocks should be laid on moist bedding material, which should be graded sand, mortar or mortar mix. The slabs or blocks should be tapped into position to ensure they do not rock after laying.

The restored slabs or blocks should match the surrounding surface levels. Joint widths should match the existing conditions, and be filled with a dry or wet mix of mortar.

The sketch for restoration of Road, Footpath, and Channel is enclosed herewith and is indicative. However, the restoration shall be done in accordance with the norms of concerned land owning agencies.

Turf shall be replaced in highly developed grassed area. In lesser-developed grassed areas topsoil should be replaced during the restoration process.

Where permanent surface restorations cannot be completed immediately, the Contractor shall provide and maintain a suitable temporary running surface for vehicular traffic and pedestrians. The Contractor will be responsible for the maintenance of all restoration carried out, for the duration of the Contract guarantee period.

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The Contractor is to ensure the restoration work is properly supervised, and that the material used is suitable for the purpose and properly compacted. Where the required standards are not achieved the Contractor will be required to replace the defective restoration work.

Note that Payment for pipe laying will only be authorized on satisfactory restoration, and where the sites has been cleared of all surplus materials, etc. Contractor has to obtain the clearance certificate from the concerned local authorities after completion of the restoration work. The restoration specification specified in the tender is only a typical specification and the contractor has to carry out restoration as per latest version of the (PWD/ IRC) specification to its original condition and also to the entire satisfaction of land owner (Private/Public).

The expenditure incurred towards testing of the material used for restoration as per applicable standards, shall be born by the contractor.

TESTING

Pressure testing will be carried out with compressed air. Compressed air will be provided by Contractor for testing purposes and is to be included in the rates. For main pipelines work the Contractor shall perform progressive pressure testing to avoid having to find leaks in long lengths of pipe. The test pressure shall be 6.0 bar(g), and there shall be no unaccountable pressure loss during the test period.

Test procedure with sketches showing the pipeline to be tested, vent points, gauge location, and inlet pressure print is to prepared & got approved by EIC. For main line the test duration shall be 24 hrs . With these tests the pressure should be allowed to stabilize for a period of 30 minutes after pressurization. The holding period may then commence and continue for 24 hours. Measuring instruments shall have been calibrated and their accuracy and sensitivity confirmed. For testing of Network, calibrated pressure gauges of suitable range shall be supplied by the contractor. The pressure gauges shall be calibrated from time to time as desired by Engineer-in-Charge. All testing shall be witnessed and approved by the EIC or his delegated representative. Tie-in joints may be tested at working pressure following commissioning.

For service lines in some cases testing will be carried out independently of the testing of the mains for which the test duration may be reduced to 4 hrs. The service testing in this case will be performed after the service installation is complete but before the service tee has been tapped. The length of the service line shall not be more than 1.0 KM. Also in some cases the tapping of the service tee will be delayed pending the completion and purging of the main pipelines.

After Successful completion of testing and confirmed by EIC, the main or service line shall be kept on positive pressure of 2 bar with Nitrogen.

PURGING

Purging shall be carried out in accordance with the principles defined in the American Gas Association publication “Purging Principles and Practice”. Nitrogen required for

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purging will also be provided by the Contractor. Nitrogen shall be supplied in labels', tested and certified cylinders, and completed with all necessary regulators, hoses and connections, which will be in good condition and working order.

In addition the Contractor shall submit and get approved a Purging Plan before commencing any purging work. The Plan shall include, but not be limited to, the provision of the following materials and equipment: Personal safety equipment, Fire extinguisher, Purging adapter, Purge stack with flame trap and gas sampling point, Gas sampling equipment (may be gas leak detector), squash-off tool, Polyethylene connecting pipe work.

The Plan shall also include the purging process along with detail on the sequence of events. The process is to also specifically mention the need to lay a wet cloth over the PE main and in contact with the ground, to disperse static electricity during the purging work.

A purge stack with flame trap shall be used when purging services. Care shall be taken to ensure that the purge outlet is so located that vent gas cannot drift into buildings.

VALVE PIT

The valve pit shall be constructed in accordance with enclosed drawing & payment shall be as per the SOR.

The construction of valve chambers shall be taken up immediately after installation of valve pit.

Workmanship

The excavation work shall be done at a location given by Engineer-in-Charge. All care shall be taken not to damage existing facilities and surface of construction shall be restored to its original state.

Sandbags to be placed below pipeline without disturbing the laid pipe. Gunny bags and Sand should be of approved quality.

Precast RC slab shall be placed as indicated in the drawing issued to the contractor. PCC to be placed below the pipe as indicated. Once PCC is set sand is to be filled and properly rammed so that pipe and pre-cast concrete blocks are firmly placed.

Surrounding area to be properly cleared and PCC to be placed around the location where precast slab with CI Manhole cover is placed. The RC precast slab to be laid in level and finished smooth.

PERMANENT MARKERS

Permanent Marker (As per typical Drawings Placed at Tender) shall be installed on the ROU at regular intervals as per the instructions of the EIC immediately after laying of the pipeline. The installation of the type of the Permanent Marker shall be decided by the EIC depending on the site condition. The Markers shall be painted before installation as per the approved procedure. The supply of the paint and

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painting as per the specification is in contractor's scope. Separate payment for installation of the markers shall be paid to the Contractor as per the SOR item.

The artwork shown in the drawing is typical for all the markers. The contractor must take prior approval for the artwork from EIC before installation of Markers. The artwork must have GGPL's logo and specify the location of the pipeline from the marker.

ASSISTANCE IN COMMISSIONING

Contractor shall provide the required personnel, Vehicles, labour, supervision, tools, equipment, instruments and technical assistance for performance tests and commissioning activities as per requirement of GGPL.

RESIDUAL ENGINEERING

The contractor is required to carry out the design of the LP Network in case there are any minor changes in the routing and change in the location of the Service Regulator without any additional cost to GGPL. The contractor shall submit the same to EIC for approval before commencement of the work.

STANDARD OF WORK

All work carried out under this contract shall be to standards, codes of practice, construction procedures and other technical requirements as defined in the technical specifications. Over and above, the contractor shall strictly follow the relevant part of Technical Standards/Specifications notified by Petroleum Natural Gas Regulatory Board(PNGRB) specified for Laying of MDPE Network and GI Installation.

The manpower deployed on the respective work shall be adequately trained & shall have necessary skills to executive / supervise the work. However, the assessment on the qualification of the personal shall be at the discretion of EIC. Fusion operators and other skilled personnel shall be approved by GGPL and identification cards duly signed by EIC shall be issued to them. Only those personnel who are approved by EIC shall be allowed to execute the critical activities like joining of PE Pipes.

RECORDING (AS-BUILT DRAWINGS)

The Contractor will be required to submit computerized as-built drawings duly certified by EIC in A0/ A1 sheet form at 1:500 scale, and one set of tracing film with six sets of prints plus soft copy. The as-built drawing shall be submitted on area wise as specified. The bill of materials used for the particular area shall be specified on the drawings. The Contractor may use the route plans provided by GGPL as the basis for recording mains installation. Soft copies of route plans shall be provided to the successful bidder. On-site sketches, picking up key reference points, shall be made during the installation of services. The lengths, depths of installed pipe work, changes in direction, major fittings, etc, shall be recorded together with appropriate references to other services crossed and in the proximity of the gas pipe.

The details shall be prepared in standard format using Map Info/AUTOCAD Map and submitted in CD ROM. Contractor shall also make the item wise material consumption report for the respective areas in a soft copy and to be submitted along with the as-built drawings.

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TECHNICAL SPECIFICATION FOR INSTALLATION OF ABOVE GROUND GI /Cu PIPING FOR DOMESTIC AND COMMERCIAL CONSUMERS AS PER GGPL SPECIFICATION

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GENERAL INFORMATION

INTRODUCTION

The main intent of the specification is installation of above ground GI pipes, fittings, valves, meters and regulators, from the outlet of 'PE/GI transition fitting' up to the DOMESTIC consumers 'Appliance / stove/ oven valve' including the supply of Hose pipe as per the Distribution Schedule enclosed herewith.

The scope for commercial consumer includes installation of above ground GI pipes and associated fittings, valves, regulator up to and including meter. However, the piping may have to be carried out up to Appliance valve, in case of some commercial customers.

In case of large commercials, completely assembled metering skids would be supplied to the contractor who would be required to install and provide inlet & outlet connection.

This technical specification defines the basic guidelines to develop an acceptable design and suitable construction methodology for carrying out different activities listed out in the schedule of rates of this tender.

Compliance with these specifications and / or approval of any of the Contractor's documents shall in no case relieve the Contractor of his contractual obligations.

SCOPE OF WORK

Generally the following shall constitute the contractor's scope of work:

Plan and prepare a detailed execution schedule and procedure for implementation based on QA / QC formats plans issued by GGPL.

Receipt of Appliance Valve, Isolation Valves from GGPL's stores, providing security, and insurance, during and before installation and commissioning of pipelines. Obtaining the approval for optimum route and permission for work from the society/owner, concerned authority and EIC.

Selection of route and marking on walls / floors between 'transition fitting' to 'cooking oven / stove / appliance' making openings and making provisions for fixing clamps. Making temporary but stable platforms / scaffolding / rope ladder etc., required for installation of pipes / fittings at all heights / multi storied flats and locations. Providing safety equipment to workers / plumbers.

Installation of GI pipes of ½", ¾", 1", 1½" dia. between transition fittings and customer's kitchen appliances which would include NPT threading of pipes, and jointing of fittings such as elbows, tees, connectors, regulators, meters, isolation valves etc., the contractor may use Teflon tapes for sealing of joints. Supply and installation of SS back plate inside the kitchen before installation of MCV. The contractor has to ensure the closing of hole after installation of MCV by white cement from outside of the building wall.

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Supply and Installation of Copper pipes of ½” (12 mm) OD from the downstream of Meter up to the isolation valve prior to the customers appliance, including the installation of valves including application of lacquer paint etc. to the satisfaction of EIC. As per the instruction of the EIC the contractor may need to supply and install the CU pipe connecting to MCV and inlet to Domestic regulator inside kitchen.

Supply & Installation of clamps for fixing pipes, box for regulator wherever required, painting of steel pipes & fittings. Providing consumables grout material, repair / restoration of walls / floors / holes including the materials required for

Conversions along with tools and tackles etc. complete as per specification.

Conversion of all types of LPG kitchen appliances to NG based appliances inclusive of supply of nozzles. Signing of Joint Meter Records (JMRs) with customers.

To demonstrate to the customer regarding use, safety and maintenance related aspects of NG based appliances and installations.

Testing & Commissioning of GI Pipes and Cu Pipe installations including purging as per specification and handing over the installation of GGPL / customer to the entire satisfaction of GGPL.

Dismantling of scaffolding / temporary structures and cleaning of site.

Restoration of walls, flooring and other damages while executing the above ground installation.

Preparation and submission of above ground installation card for each house / commercial establishment indicating the list of materials used, reasons of not providing connections, testing pressure and date etc.. Deviation statements, if any, on completion / commissioning of work.

Any other activity (i.e.) not mentioned / covered explicitly above, but otherwise required for satisfactory completion / operation / safety / statutory/ maintenance of the works shall also be covered under the Scope of work and has to be completed by the Contractor within specified schedule at no extra cost to GGPL.

MATERIAL, LABOUR, PLANT AND EQUIPMENT SUPPLIED BY GGPL:

Unless otherwise specified GGPL will supply to the contractor, free of charge,

MDPE pipes of various sizes and all types of Meters & Regulators.

SUPPLIED BY THE CONTRACTOR:

The contractor has to supply the following material from approved vendors:

GI Fittings,

CU Pipes with 12 mm diameter and CU fittings,

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SS Back plate

PVC Clamps for installation of CU pipes,

Steel reinforced Rubber Hose – 8mm NB,

Nozzles for change in Burner,

Fixtures of Brass for installation of Meters and Regulators etc.

All type of consumables

As per the instruction given by EIC.

The contractor shall provide the labour, tools (such as Hammer Drill, Piston Drill, Pipe cutters, Dies for threading, Pipe wrenches, spanners, all types of clamps, Plant and equipment necessary for the proper execution of the work. This will include but not be limited to list of specialized tools & tackles enclosed herewith. Contractor shall submit the specification of all the material to be supplied by him to EIC for approval and get the material checked & approved by him before commencement of execution.

The contractor is to procure all bought out items from approved vendors and accordingly keep GGPL informed. The inspection of bought out items would be carried out by GGPL / Third Party Inspection or as instruction by EIC.

Plant and Equipment

All vehicular type machinery shall be in good working order and shall not cause spillage of oil or grease. To avoid damage to paved surfaces the contractor will provide pads of timber or thick rubber under the hydraulic feet or outriggers of machinery.

Sealant, grout

The contractor shall be responsible to arrange the supply of any consumable sealant or ready mix grout material required for execution of work. The sealant / grout supplied by the contractor shall be compatible with the area to be restored / rectified. No separate payment for the supply of sealant and grout shall be made to the contractor.

Clamps, Rawal Plugs, Screws, Nozzles etc.

The Clamps, Rawal Plugs, Screws, Nozzles, etc shall be approved lot wise by EIC prior to installation. Re-drilling of existing appliance nozzles is strictly not permitted.

The indicative sketch of the Brackets for Meter and GI Pipe Clamps is enclosed herewith.

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Other Materials

The contractor shall supply the following items where required.

All materials required for formwork, NPT threading, testing etc.

All signs, barricades, lights and protective equipment.

All material required for working at higher floor levels (i.e., scaffolding, Ladder, safety belts etc.).

Special consumable such as grease for maintenance of domestic appliances and all paints or painting of G.I pipes, clamps, sleeves, brackets for meters, consumables such as Teflon Tapes, Petrol, diesel, fuels and oils required are to be supplied by the contractor and are included for within the rates.

All minor items not expressly mentioned in the contract but which are necessary for the satisfactory completion and performance of the work under this contract.

ISSUE OF WORK INSTRUCTIONS

The contractor will be required to carry out GI installation in the areas where MDPE laying is under progress. However, testing of GI installation shall be done in conjunction with laying of MDPE Service Lines to respective premises. A general scheme of distribution to domestic consumer is indicated in the sketch enclosed herewith, for reference. It may vary in case of individual and multi-storied flats. A general scheme of distribution to small commercials consumers is indicated in the sketch enclosed herewith for reference.

All skilled personnel like plumbers, conversion technicians shall be approved and certified by EIC. Those who are certified and possess the identify cards duly signed by EIC shall only be authorized to take up respective jobs. The contractor has to arrange the identify cards.

The rates to be quoted by contractor shall be inclusive of all preparatory / bye works, platforms, materials, labour, skills , supervision, tools , taxes, duties, levies, salaries, wages, overheads, profits, escalations, fluctuations in exchange rates and no change in the rates shall be admissible during tenancy of the contract.

The schedule of items of SOR have been described in brief and shall be held to be complete in all respect including safety requirements as per clause 9.0, tests, inspection, QA/ QC works, enabling and sundry works. The payment shall be made against completed and measured works only. No extra works whatsoever shall be considered in execution of these items.

PROGRESS OF WORK

The contractor shall proceed with the work under the contract with due expedition and without delay.

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The EIC may direct in what order and at what time the various stages or parts of the work under the contract shall be performed.

Weekly progress reports shall be submitted in the formats approved by GGPL, indicating broadly the laying, testing, MJC, conversions and extra piping. Material consumption statement to be submitted at least once a month.

WORK SHEETS

The quantities and other details will be checked by GGPL 's site engineer and the same shall be incorporated in measurement cards, signed & dated as certified on site. The cards will then be approved by the EIC.

Measurement sheets shall be prepared based on the measurement cards and checked and certified by the site engineers for billing purpose.

If measurement sheets submitted are illegible, incomplete or incorrectly booked, they will be returned to the contractor.

PERMISSIONS / APPROVALS

Contractor shall be responsible for obtaining approval from authorities and any other concerned authority, if required for completion of the work. Contractor must take the prior appointment from the resident for carrying out the work.

REFERENCE SPECIFICATION, CODES AND STANDARDS

The contractor shall carry out the work in accordance with this specification, GGPL's Engineering Standards: ASME B31.8 - Gas Transmission and distribution piping systems; Australian standard 3723 - Installation and Maintenance of Plastics Pipe Systems for Gas; Oil India Safety Directorate Norms (OISD) and the American Gas Association Document -Purging Principles and Practice. The bought out components/ contractor supply items shall be as per the Technical Standards/Specifications notified by Petroleum Natural Gas Regulatory Board(PNGRB). Should the contractor find any discrepancy, ambiguity or conflict in or between any of the Standards and the contract documents, then this should be promptly referred to the Engineer - in-charge(EIC) for his decision, which shall be considered binding on the contractor.

SAFETY

The contractor shall take care of all safety norms applicable for such works at site. Contractor shall provide all safety appliances e.g., safety helmets, gloves, safety Harness belts, ladders, staging, shoes, goggles etc.

All necessary care shall be taken while working at heights and workmen with proper skills and work permits only shall be deployed. Proper barricading and warning signs shall be installed. Adequate care shall be taken while taking supports from balconies, chajjas / protection parapets and like structures to be sure of strength and adequacy of the same.

Contractor has to take prior approval while working on Height for installation of GI pipes.(normally height of 1st Floor)

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Contractor has to provide Second Line of Safety by ZOOLA or SAFETY HARNESS BELT for the Plumbers.

No night working shall be permitted, without proper lighting and prior approval of EIC.

RIGHT-OF-USE SURVEY AND MARKING

The route of the pipeline to be installed shall be decided with consent of the consumer and SE / EIC. Contractor must ensure that the persons/ workers/ supervisors/workers at site shall have proper identity cards prior to entering the premises of the consumer.

No temporary or permanent deposit of any kind of material resulting from the work shall be permitted in the approach and any other position which might hinder the passage and / or natural water drainage or any area where there is objection from consumer.

The contractor shall obtain necessary permissions from landowners and tenants and shall be responsible for all damages caused by the construction and use of such approaches, pavements, gardens, rooms, walls, roof etc., at no extra cost to GGPL.

A survey will be conducted jointly by GGPL and the contractor at each premises or housing colony to be supplied. The survey record will note customer details, the potential gas supply points and proposed meter positions and estimates of material quantities. The contractor's representatives will make as sketch of the agreed pipe routes, if necessary.

The contractor will be responsible for contacting the customer and making the necessary arrangements for access, and appointments to carry out the work. GGPL will not be responsible for any time lost due to broken appointments or disputes with customers.

The contractor shall confine its operations within limits of the Right - in-use. The contractor shall restore any damage to property outside ROU, attributable to him. The contractor shall also carryout all necessary preparatory work if needed to permit the passage of men and equipment. Lights, curbs, signs shall be provided wherever and / or required by the GGPL necessary to protect the public.

PROTECTION OF STRUCTURES AND UTILITIES

The contractor shall at his own cost, support and protect all buildings, walls, fences or other structures and all utilities and property which may, unless so protected, be damaged as a result of the execution of the works. He shall also comply with the requirements in the specification relating to protective measures applicable to particular operations or kind of work.

While painting contractor must take care of the consumer premises while carrying out the job/ such as spillage on floor, walls, ceilings, sun shades etc. if the same does occur, the contractor is to immediately make good to original.

G.I ABOVE GROUND SERVICE PIPE

The GI service pipe installation work includes all work necessary to connect from the PE / GI transition fitting on the down-stream of the PE service, to the customers MCV, including the installation of GI pipes, Clamping, Installation of GI Nipple and insulated valves,. The contractor shall be required to provide all equipment, tools and materials necessary to execute the work in an efficient and effective manner. Amongst other things he will be required to provide ladders, scaffolding pipe, dies, tripods, vices, fittings and teflon tape, drills for concrete and other masonry, drills for timber and laminated surfaces inside customers property, bending tools, clamps, sleeves to facilitate the pipe passing through floors and walls, paint for pipe marking etc. GI pipes, fittings, valves and regulator shall be provided by GGPL.

All GI risers on the outside of buildings shall be fully supported to carry the weight of piping. Risers shall be supported by a flanged foot, or similar device, capable of supporting the total weight of the riser. The riser shall rise in a vertical line from its point of support to its highest point with a minimum of changes in direction. The threading of GI pipe shall be NPT and conforming to ASME / ANSI B1. 20.1.

Contractor has to supply different types / sizes of approved clamps (Mild Steel) for fixing GI pipes suiting to the site conditions and the same shall be painted before fixing, as per the painting specifications. Every fresh lot of the clamps, brackets, regulators boxes and other consumables shall be approved by the EIC prior to start of installation. All riser and lateral pipe shall be clamped to the building at intervals not exceeding two meters.

Where pipe passes through a balcony floor, the floor surface shall be made slightly elevated around the service pipe or its surrounding sleeve to prevent the accumulation of water at that point. Where a short piece of sleeve is used around the gas pipe, the sleeve should be embedded in the concrete with a mix of mortar and the void between the pipe and sleeve filled with a suitable sealant. The sealant should be beveled such as to prevent an accumulation of water.

Supply of clamps for all sizes of the GI pipes are in contractor's scope. Contractor has to take prior approval for design of clamps, paintings etc. Pipe shall preferably enter a building aboveground and remain in a ventilated location. The location for entry shall be such that it can be routed to the usage points by the shortest practicable route.

There will not be separate rate for installation of GI pipes The Pipe installation includes supply of all fittings, Flexible hoses, clamps, etc. The rate will be on the basis of connection or Installation of Meter control Valve, Installation of Meter and Regulator and Final conversion of Domestic/ commercial burner/Hot plate. Contractor has to submit all the required documents along with RA BILL.

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COPPER ABOVE GROUND SERVICES PIPE

The Copper service pipe installation work includes all work necessary to connect from the downstream of Meter up to the isolation valve prior to the customers appliance, including the installation of valves (except meters for which separate rate shall be paid as per SOR item no. 2.3 of the SOR), including application of lacquer paint etc. The contractor shall be required to provide all equipment, tools and material necessary to execute the work in an efficient and effective manner.

Amongst other things he will be required to provide ladders, scaffolding pipe, drills for concrete and other masonry, drills for timber and laminated surfaces inside customers property, bending tools, clamps, sleeves to facilitate the pipe passing through floors and walls, etc.

During installation the COPPER pipe is to be cut to proper length with a tube cutter, the burrs removed with a file, cleaning of outside surface of pipe & inside surface of fitting, applying flux to the tube and fitting around the outer / inner ends, inserting the tube in to the fitting, applying heat to the assembled joints using conventional Blow torch to melt Solder wire and lacquering. The detailed steps to be followed for COPPER tube installation is enclosed at ANNEXURE.

Lacquer is to be applied to the copper tubes by mixing lacquer with thinner in approved proportions and applied by dipping method or with brush. It should be applied only once at a time and drying time of minimum one hr. is to be given.

Contractor has to supply different types / sizes of approved clamps for fixing COPPER pipes suiting to the site conditions and the same shall be painted, if required, before fixing, as per the painting specifications. Contractor has to take prior approval of EIC for quality of the clamps, solder, flux, lacquer, thinner etc. The approval shall be taken for every fresh lot of clamps from EIC before installation at site.

All riser and lateral pipe shall be clamped to the building at intervals not exceeding one meter.

Where pipe passes through a balcony floor, the floor surface shall be made slightly elevated around the service pipe or its surrounding sleeve to prevent the accumulation of water at that point. Where a short piece of sleeve is used around the gas pipe, the sleeve should be embedded in the concrete with a mix of mortar and the void between the pipe and sleeve filled with a suitable sealant. The sealant should be beveled such as to prevent an accumulation of water.

Supply of clamps for all sizes of the COPPER pipes is in contractor's scope.

Contractor has to take prior approval for design of clamps, painting etc.

Pipe shall preferably enter a building aboveground and remain in a ventilated location. The location for entry shall be such that it can be routed to the usage points by the shortest practicable route.

After installation of the entire piping system, final painting shall be done to the satisfaction of EIC.

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TESTING OF GI INSTALLATION

The GI installation from downstream of Transition fitting to Meter control valve (except meter) shall be tested at a TWO (2) times of the operating/Working Pressure for a hold period of 1 hours and all the joints shall be checked with soap solution.

The Cu pipe from meter to the appliance valve shall be tested on TWO times of working pressure for a period of 5 minutes. The adaptor joints of meter shall be tested online with soap solution after completion of the work. Proper test ends shall be made along with gauges and got approved by EIC. Valves supplied by GGPL, shall not be used for testing purpose.

The calibrated pressure gauges of suitable range shall be supplied by the contractor for testing.

The pressure gauges shall be calibrated from time-to-time as desired by Engineer-In-charge but positively once in every six months.

The details of testing shall be properly recorded in the measurement cards.

INSPECTION

Any defect noticed during the various stages of inspection shall be rectified by the contractor to the entire satisfaction of Engineer-in-Charge before proceeding further. Irrespective of the inspection, repair and approval at intermediate stages of work, contractor shall be responsible for making good any defects found during final inspection/ guarantee period/ defect liability period as defined in general condition of contract.

PURGING & COMMISSIONING

Payment for the tapping of live mains and GI piping prior to the actual purge is included in normal laying & testing. The connection may involve the fitting of a temporary bypass, disconnection etc. Purging shall be carried in accordance with the principles defined in the American Gas Association Publication "Purging Principles and Practice".

In addition the contractor shall submit and have approved Purging Plan before commencing any purging work. The plan shall include, but not be limited to the provision of the following materials and equipment : personal safety equipment, fire extinguisher, Purging adapter, Purge stack with flame trap and gas sampling point, Gas sampling equipment (may be gas leak detector), squeeze-off tool, Polyethylene connecting pipe work etc.

The plan shall also include the purging process along with detail on the sequence of events. The process is to also specially / mention the need to lay a wet cloth over the GI pipe and in contact with the ground, to disperse static electricity during the purging work.

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A purging stack with flame trap shall be used when purging services. Care shall be taken to ensure that the purge outlet is so located that vent gas cannot drift into buildings.

The purging work should be performed as follows:

Ensure the method of purging is such that no pockets of air are left in any part of the customer's piping.

Ensure that all appliance connections are gas tight, all appliance gas valves are turned off and there are no open ends.

Where possible, select an appliance with an open burner at which to commence the purge i.e., a hotplate burner.

Ensure the area is well ventilated, and free from ignition sources.

Ensure branches that do not have an appliance connected are fitted with a plug or cap.

Turn on one burner control valve until the presence of gas is detected. A change in the audible tone and smell is a good indication that gas is at the burner. Let the gas flow for a few seconds longer, then turn off and allow sufficient time for any accumulated gas to disperse.

Turn on one gas control valve again and keep a continuous flame at the burner until the gas is a light and the flame is stable.

Continue to purge until gas is available at other appliances.

INSTALLATION OF METERS

The work in this section includes:

Installation of domestic and non-domestic / small commercial meters with associated inlet and outlet connections, on the wall with approved meter brackets and angles.

Supply of approved meter brackets and angle brackets, properly painted with one coat of Zinc primer and two coats of synthetic enamel paint of approved make. A sketch of the brackets is enclosed herewith. It is required that one sample of each type of bracket is got approved beforehand.

Firmly securing the meters on the wall with good quality supply of proper rowel plugs, screws etc. In case the rowel plugs are not holding than wooden blocks or other fixing arrangements like cement etc. to be used for proper grouting.

The same rates of SOR will apply irrespective of whether the meter is situated inside or outside the property. Where a bank of meters is constructed, the rate shall be for each complete meter installed.

The above activities along with restoration of the area to original shall be carried out to the complete satisfaction of consumer and EIC.

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PAINTING OF GI PIPES (if supplied without painting) & Fittings

After installation of the entire piping system, final touching shall be done to the satisfaction of EIC. The painting work shall be subject to inspection and certification by Engineer-in-Charge at all times.

BOX FOR REGULATORS

Boxes will be supplied and installed outside for Service/Domestic/ Commercial regulators after due approval of the sample. The boxes will be installed as per requirement and as per instructions of GGPL.

The box brackets are to be tightly secured to the wall with good quality proper Rowel plugs, screws etc. Wooden blocks to be used in case rowel plugs, do not hold properly.

All the boxes shall be thoroughly cleaned, painted with approved colour code.

As the boxes are installed outside it is to be ensured that they are painted

Properly to avoid rusting / weathering.

A sketch of regulator box is enclosed herewith.

CONVERSION OF DOMESTIC APPLIANCES

The work in this section includes,

The changing of nozzles and associated controls in accordance with manufactures instructions for both domestic and imported burners/ ovens/grills/hotplate.

The changing of old appliance connection hoses and nozzles and re-greasing taps as necessary.

The contractor has to supply all types of nozzles / jets required for all types of appliances including imported burners, Grills, Ovens.

Cleaning and performing minor maintenance of appliances.

Testing for gas escapes and the soundness and performance of the appliance.

Instructing the customer in the safe use of natural gas and for fixing of safety and conversion labels.

Contractor must attend the complaints regarding appliances till the total area is handed over to GGPL 's operation and maintenance.

All consumables (Nozzles, greases etc.) are in contractor's scope.

Changing or repairing of any items damaged during conversion.

Supply and installation of steel braided hose (Suraksha or equivalent as per ISI standard), wherever required as per the EIC instructions.

It may be noted that the rates will apply to all appliance found in both domestic and commercial premises. The contractor will be required under the Rates to provide both Pin gauges and standard sized nozzles.

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RESTORATION

Contractor has to restore the area where ever he has carried out drilling, clamping etc. to its original condition to the satisfaction of the consumer and to ensure no passage to the premises and seepage. If the work was carried out in Govt. Flats (PWD), contractor has to restore the area according to CPWD specifications. For government flats the contractor has to obtain a clearance certificate from the concerned authorities maintaining the flats, after completion of the work.

Where slabs and brick work are to be reinstated, the level of the compacted sub base is to be adjusted according to the slab / block thickness. The slabs or brick work should be laid on moist bedding material, which should be graded sand, mortar or mortar mix. The slabs or brick work should be tapped into position.

The restored slabs or brick work should match the surrounding surface levels. Joint widths should match the existing conditions, and be filled with a dry or wet mix of mortar.

Wherever any items of the consumer is damaged / broken during working, the same will be made good or replaced to the total satisfaction of the consumer. The contractor will be responsible for the maintenance of all restoration carried out, for the duration of the contract guarantee period.

The contractor is to ensure the restoration work is properly supervised, and that the material used is suitable for the purpose and proper. Where the required standards are not achieved the contractor will be required to replace the defective reinstatement work.

Note that Payment for GI piping will only be authorized on satisfactory restoration, and where the sites has been cleared of all surplus materials etc.

SUBMISSION OF FINAL RECORDS

Contractor shall submit the following documents in three sets each:

Total list of houses & commercial establishments in the area allotted to him giving details of connections provided & reasons where connection could not be given / completed.

The details recorded in measurement cards of every domestic house.

Details of houses where extra piping done along with materials used.

Monthly consumption of material i.e. Material reconciliation report.

Material reconciliation with respect to the materials issued.

Test reports & test certificates of gauges etc.

Any other documents / records required.

Meter Installation report duly signed by TPI and Customer.

GI installation and testing report duly signed by TPI.

Meter Job card should be submitted to GGPL office immediately after conversion of customer.

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Technical Specification for MDPE Electro Fusion Fittings Document No: GGPL/ENG/PE/05

SCOPE:

These specifications are for Electro fusion Fittings for use on Polyethylene pipe systems carrying natural gas at operating pressure up to 6 bar. This specification is limited up to nominal diameter of 225 mm and working temperature of 0 to 50°C.

REFERENCE STANDARDS:

ISO 14885 Polyethylene pipes for supply of Gaseous fuels specifications.

DEFINITIONS:

Electro fusion:

This term covers all injected moulded polyethylene accessories equipped with a heated element designed to transform electrical energy in to heat to create self welding.

END TO END WELDING:

This term describes injection moulded polyethylene accessories with smooth ends but not equipped with integrated heating elements. These are connected to the network by end to end welding using electro fusion sleeves.

In certain cases the accessories can also present one or more electro fusion ends. In such cases the accessories will provide for the requirement of each connection end in shape, measurement and technical characteristics.

GENERAL:

These specifications are based on the series of EN 1555 standards. The accessory described in document complies with all prescriptions included in EN 1555.

MATERIAL:

The material used for manufacturing of the accessories must confirm to the requirements demanded for components used in gas fuel distribution system. All fittings shall be electro fusion fittings only. The wall thickness of the fittings shall be more or equal to the wall thickness of the pipes to be joined.

The raw material used for accessory production shall be in compliance with EN 1555 and as per the L standards.

The raw material shall be class PE 100 only.

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APPERIANCE AND FINISH:

The internal and external surface of accessory must be smooth, clean and free of all scratches, pitting and other surface faults that may reduce the performance of electro fusion fittings.

No element of any accessory must show any signs of damages, scratching, piercing, blisters, bloating, denting, holes, cracks, or other faults that can reduce required performance.

COLOUR:

Fitting shall be ORANGE in colour.

JOIN APPEARANCE:

After welding, when examined visually the internal and external surface of pipes and accessories must appear free of welding exudation outside the accessory limit. Internal surface of all adjacent piping must remain identical to the previous condition before welding.

ELECTRICAL CONNECTIONS:

Electro fusion fittings will be supplied with standard shrouds for manual operations with geometry as per standard drawing. This system is equipped with an appropriate electrical protection for the voltage and the intensity of the current in use and adapted to the characteristics of the electrical line.

The power required for the electro fusion accessory welding must not exceed 3KW during welding operations.

The terminal pin size will be 4.7 mm

The connector terminal surface must offer minimum possible contact resistance during voltage cable joining.

All fitting shall be fused at 39 – 40V.

OPERATING CONDITION:

The supplier shall confirm that fittings will operate at ambient temperature of up to 50 oc. without any alteration to the standard fusion time.

MARKING:

Electro fusion fittings will be supplied with an individual labels attached showing fusion time, cooling time, and fitting size and have the information embossed). Fitting shall be indelibly marked with the manufacturers name or trade mark, production batch number to enable the traceability of quality control records.

All marking must be permanently legible for the product life under standard stocking conditions, exposure to external weather conditions, treatment, installation, and use. All electro fusion fitting shall be bar coded. The bar coding shall be such way that the bar code reader can directly transform fusion data to the control unit.

Marking quality and size must be a standard that can be read with naked eyes only.

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The SRD pipe ranges that are to be fitted with these accessories must be clearly marked on the fittings.

PACKAGING AND DELIVERY:

Electro fusion fitting shall be supplied in individual, sealed clear polythene bags or cardboard boxes.

All boxes and plastic sheeting must be marked with at least one label showing the manufacturer's name, the product type, part measurements, and number of single parts contained in the box or bag.

INSPECTIONS:

GGPL representative or Third Party Inspection agency appointed by GGPL shall carry out stage wise inspection during manufacturing/final inspection.

Vendor shall furnish all the material test certificates, internal test reports as per specified codes for 100% material at the time of final inspection of each supply lot of material.

Control checks and number of test must be carried out as per the standard EN -1555 - 3 and the selection of sample will be as per the Annexure – I.

The manufacture must carry out control checks for Appearance or colour, Measurements, Hydraulic testing's, Electrical resistance, marking.

Hydraulic testing must be continued until the rupture of at least two test samples for each set of tests, previously tested.

Even after Third Party inspection, GGPL reserves the rights to select a sample of fittings randomly from each manufacturing batch and have these independently tested. Any requirement not supplied will lead to the refusal of the complete batch. If the batch is refused the same batch can be presented for approval again after a control check. However the demand of the counter checking will be double the number of samples.

All PE fittings are guaranteed for one year period after application for use, or maximum for three years from date of manufacturing.

Documents:

Along with the shipment of material the vendor should furnish THREE copies of the following documents, Test certificates / results of all tests that are carried out in accordance with manufacturing standards and as per the manufacturer's quality control procedure.

Inspection release note issued by third party inspection agency, if any.

Test certificate for raw material.

The quality assurance plan for manufacturing of Electro fusion fittings.

Procedure for Electro fusion or welding instructions along with various equipments.

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ANNEXURE – I

The selection of samples to carry out various tests as per the standards EN 1555 – 3 are

Sr No	Characteristics	Number of sample	Number of measured sample
1	Appearance / Colour	10	1
2	Measurements	10	1

Technical Specifications for crimping fittings

SCOPE:

This specification specifies the requirement for materials, design performance and testing of mechanical fittings in the nominal size range 20mm to 180 mm inclusive for use with polyethylene pipe carrying natural gas at operating pressure up to 6 bar and temperature 50°C.

This specification applies to compression, crimped or flared fittings.

REFERENCES:

This specification makes references to number of other standards and documents. The latest editions of these documents, including all added and revisions shall apply.

MATERIAL:

The fittings shall be suitable for carrying natural gas at variable pressure. Material used in fittings shall comply with the following requirements:

- Materials for elastomeric seals shall be to BS 2494.
- Copper alloy components shall be to BS 1400 grade LG2 or LG4.
- Components in malleable iron shall be to IS 2108.
- Components made from other materials shall be to a specification which has been submitted to and approved by Godavari Gas Pvt Ltd Gas Ltd.

DESIGN REQUIREMENTS:

Fittings shall be suitable for use with pipe of SDR 11 and SDR 17.6 and SDR 9.

Fittings including brackets and fixings shall be suitably protected against corrosion and deterioration during storage, installation and operation.

The design of the fittings relies on the radial compressive forces on the pipe for sealing an internal pipe support linear shall be used. The design of the linear shall

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eliminate the possibility of gouging the PE pipe bore either during assembly or during service.

Fittings shall be designed for use above ground only for connecting PE riser to a steel or galvanized iron pipe or fittings.

Each production fittings supplied shall be pre assembled with to a 3 meter length of PE pipe.

Any alternative in design may be proposed by the supplier for consideration as a variant by GGPL.

TESTINGS:

The test in this specification shall be carried out on the fittings pre assembled by the supplier.

Hydrostatic Test :

While testing the specimen the assembly shall withstand a minimum hold pressure of 10 bar at a temperature of 20oc +/- 2oC for a period of 1 hour without leakage.

Pneumatic Test:

While testing the specimen the assembly shall withstand a pneumatic pressure of not less than 6 bar for a period of 1 hour without leakage. The test temperature shall be 23oC +/- 3oC. This test shall be carried out using compressed air or a regulated nitrogen supply.

Leak detection shall be by immersing the specimen in a bath of clean water at a depth not greater than 250 mm or by regular and frequent checks using as approved leakage detection fluid (Soap solution).

Pull Out Test:

A tensile axial load shall be applied between the PE and the fittings under test at a cross head speed of 25 mm minimum until a distinct localized reduction in the diameter of the PE pipes occurs.

The test temperature shall be recorded along with the maximum load applied in an accuracy of +/-10%.

After completion of Pull Out test a pneumatic test shall be carried out for the same specimen.

When tested for Pull Out test the pipe and assembly,

Shall not fracture within the jointed assembly,

Shall withstand the pneumatic pressure leak test.

Shall not leak.

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PROCESS CONTROL:

The supplier shall ensure that all materials and the dimensions of components comply with the approved drawings.

Batch acceptance shall be carried out by the supplier. Each production batch shall be sampled and tested in accordance with clause no 5.0. The sample size shall be agreed in advanced by Godavari Gas Pvt Ltd Gas ltd.

The supplier shall maintain records of all process control test results and GGPL reserves the right to inspect such records without prior notice.

INSPECTION:

Inspection shall be carried out as per GGPL technical specifications.

GGPL representative or Third Party Inspection agency appointed by GGPL shall carry out stage wise inspection during manufacturing and at the final inspection.

Vendor shall furnish all the material test certificates, internal test / inspection reports as per GGPL specification and specified codes for 100% material, at the time of final inspection of each supply lot of material.

Even after Third Party Inspection, GGPL reserves the rights to select a sample of fittings randomly from each manufacturing batch and have tested independently. IF the results of these tests falls outside the limit, GGPL reserves the right to reject all production supplied from the same batch.

DOCUMENTATION:

After completion of various tests the supplier has to submit the following documents at GGPL office.

The report of all tests.

A set of drawings showing all information like dimensions, material finishes etc. Manufacturing and Assembly techniques.

All test results and drawings shall be signed by the supplier.

MARKING AND SHIPMENT:

The crimping fittings manufactured to this specification shall be permanently marked by the manufacturer. The following information shall be marked on the fittings:

The name of the supplier.

The PE pipe size.

The batch Number.

The supplier shall ensure that the assembled fittings are packed and shipped so that their quality is not impaired during transit or storage. The supplier has to supply all the crimping fitting along with the PE pipes at GGPL's KOVVUR Store.

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Technical Specification for G.I. fittings

SCOPE:

This specification cover the requirement for Malleable Cast Iron Fittings unless modified by this specification, requirement of IS 1879 – 1987 shall be valid.

MATERIAL

The material used for manufacturing of malleable cast iron fittings shall confirm to IS 2108 – 1977 grades BM 290.

DIMENSIONS AND DIMENSIONAL TOLERSNCES

Dimensions of various types of fittings shall be as specified in section 2 to 10 of IS 1879 – 1987, as applicable.

Wall thickness of fittings and tolerances on them shall be as given in table 1.2 of IS 1879 – 1987.

In case of reducing fittings. The dimensions at each outlet shall be those appropriate to the nominal size of the outlet.

Elbows, Tees, Sockets and caps shall be of reinforced type.

THREADS

Out let of fittings shall be threaded to dimensions and tolerances as specified in IS: 554 – 1975.

All internal and external threads shall be tapered.

For checking conformity of threads gauging practice in accordance with IS: 8999 – 1979 shall be followed.

The outlet of fittings shall have chamfer. The chamfer shall have an included angle of $90^{\circ} \pm 5^{\circ}$ for internal threads and $70^{\circ} \pm 10^{\circ}$ for external threads.

FREEDOM FROM DEFECTS

On visual examination, the inside and outside surfaces of fittings shall be smooth and free from any defects such as cracks, injurious flaws, fine sand depth etc.

GALVANIZING

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

Fittings shall be galvanized to meet the requirements of IS : 4759 – 1996.

Zinc conforming to any grades specified in IS: 209 – 1992 or IS: 13229 – 1991 shall be used for purpose of galvanizing.

(c) Galvanizing Bath: The molten metal in the galvanizing bath contain shall not less than 98.5% by mass of zinc.

(d) Coating Requirements: Mass of coating shall be 700 gm / m².

(e) Freedom From Defects: The zinc coating shall be uniform adhered, reasonably smooth and free from such imperfections as flux, ash bare patches, black spots, pimples, lumpiness runs, rust stains, bulky white deposits and blisters.

Sampling:

All materials of the same type in coating bath having uniform coating characteristics shall be grouped together to constitute a lot. Each lot shall be tested separately for the various requirements of the specifications. The number of units to be selected from each lot for the testing shall be as given in table 2 of IS: 4759 – 1996.

The sample selected according to column 1 and 2 of table 2, IS: 4759 – 1996 shall be tested for visual requirements as per clause no 6 (e).

The sample confirming to above requirements shall then be tested for mass of zinc coating in accordance with clause 9.2 of IS: 4759 – 1996.

Criteria for conformity: As per clause 8.3 of IS: 4759 – 1996.

Test procedure shall be as per clause 9 of IS: 4759 – 1996.

PRESSURE TEST

Pneumatic pressure test as per clause 11.1b of IS: 1879 – 1987 shall be carried out on each and every fitting. Vendor has to submit the internal quality control certificate for the same. GGPL or Third party inspection agency appointed by GGPL shall witness pneumatic testing as per the sampling procedure specified in IS: 1879 – 1987.

COMPRESSION TEST

Compression test shall be carried out as per clause 12 of IS: 1879 -1987.

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SAMPLING

GGPL representative or Third Party Inspection agency appointed by GGPL shall witness the tests as per clause 14 of IS: 1879 – 1987. However vendor shall perform 100% inspection of Visual, Dimensional, and Pressure test. Vendor shall furnish Internal test certificates at the time of final inspection by Godavari Gas Pvt Ltd Gas Ltd.

POWDER COATING

Pure Polyester coating to be done on Galvanized fittings as per GGPL technical specification for Powder coating no: GGPL/ENG/PE/08.

MARKING

Marking shall be done as per GGPL guidelines.

Each fitting shall be embossed with manufacture's name or trade mark and the size of designation.

Each fittings confirming to this standard shall also be marked with BIS standard mark over and above GGPL's requirement.

INSPECTION:

Inspection shall be carried out as per GGPL Technical specifications.

Vendor shall furnish all the material test certificates, proof of approval, from specified authority as per specified standard.

GGPL reserves the right to select the sample of fittings from each batch and get independently tested as per technical specification. GGPL reserves the right to reject the production if it is not falling within the specified limit of testing as per standards.

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Technical Specification for Copper Fittings

SCOPE

This specifications covers the requirements for Copper Capillary fittings (Presolder), half hard, unless modified by this specification, requirements of BS 864 shall be valid.

MATERIAL

The material used for manufacturer of copper capillary fittings shall confirm to BS EN 1057- 1996, Half Hard.

Material used for the solder should confirm to BS 219 or equivalent and lead free.

DIMENSIONS AND DIMENSIONAL TOLERANCE

Dimensions tolerances of various types of copper capillary fittings (Presolder) shall be as per BS 864 part – 2 (latest edition). Open tolerances on dimensions shall be ± 0.1 mm.

CARBON IN BORE

The internal surface of copper capillary fittings for soldering or brazing shall not contain any detrimental film nor present a carbon level high enough to allow the formation of such a film during installation. The maximum total carbon level on internal surfaces shall not exceed to 1.0 mg/dm^2 when tested in accordance with the specification.

FREEDOM FROM DEFECT

The fittings shall be free from internal fins or other irregularities which might restrict the free flow of fluid and shall be so designed that resistance to the flow of fluid through the fittings in minimized.

PRESSURE TEST

All fittings shall be leak tested at a pressure of 1 bar for a period of 2 minutes and no leakage is permitted during this period.

MARKING

Each fitting shall be embossed with the manufacturers name and trademark. Each package containing fittings shall carry the following stamped or written in indelible ink:

Manufacturers name or trademark.

Designation of fitting.

Lot Number.

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INSPECTION

Inspection shall be carried out as per GGPL technical specifications. Stage wise inspection shall be carried out by GGPL representative or Third Party Inspection agency appointed by GGPL.

Vendor shall submit all the material test certificates, various approvals from specified authority as per specification or standard to GGPL representative at the time of final inspection or as required.

GGPL reserves the right to reject the production supplied by vendor if test carried are not within the limit of specifications.

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Technical Specification for Copper Pipes

SCOPE

This specification covers the requirements for 12 mm OD x 0.6 mm wall thickness copper pipes, Half hard. Unless modified by this specification, requirement of BS 2871 – part I or BS EN 1057 (Latest) shall be valid.

MATERIAL

The material used for manufacturing of copper pipe confirms to BS EN 1057,(Latest) Grade Cu – DHP or CWO24A.

Mechanical Properties:

(a) Ultimate tensile strength	:	235N / Sq.mm(min)
(b) Elongation	:	30%(mm)

Copper should have adequate hardness to facilitate rigidity in installation.

DIMENSIONAL TOLERANCE

The mean outside diameter of the tube should not vary from the specified outside diameter by more than the amount of tolerance specified in table X and Y or Z of BS:2871, part – I.

The mean outside diameter is half the sum of two diameters at right angles on one cross section of the tube. Open tolerance on the dimensions shall be ± 0.1 mm.

The length of the tube should be 3.0 meter. Any deviation in the length of tube should be approved by GGPL.

MANUFACTURE

The tubes shall be solid drawn by the process of melting, extrusion and redrawing and thereafter bright annealing. The ends shall be cut clean and square with the axis of the tube in no case shall tubes be redrawn from used tubes.

FREE FROM DEFECTS

The tubes shall be free from internal and external fins, flaws, skin defects, blow holes etc or other irregularities which might restrict the free flow of fluid and shall be so designed that resistance to the flow of fluid through the tubes is minimized.

The tubes shall be supplied 100 % Eddy current tested.

PRESSURE TEST

All tubes shall be leak tested at a pressure of 1 bar for a period of 2 minutes and no leakage is permitted during this testing period. All the remaining testing shall be done as per BS 2871 Part – I (latest)

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BENDING TEST

Bending test should be carried out (90° and 180°) under current operating condition using appropriate bending machine.

There should not be formation of wrinkles, cracks or any defect on the tube during and after the test.

MARKING

Each pipe shall be embossed with manufacturer name or trademark.

Each package containing pipes shall carry the following stamped or written in indelible ink.

Manufacturer name or trademark.

Designation of pipes.

Lot Number

INSPECTION

Inspection shall be carried out as per GGPL technical specification.

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Technical Specification for Warning tape

SCOPE

This specification refers to the grid of plastic material film which is laid in the ground above the gas pipelines, in order to indicate the presence of natural gas pipeline.

MATERIAL

The warning grid shall be made of Polyvinyl chloride or polyethylene and shall be coloured throughout.

The ultimate tensile strength of film should not be less than 12N/mm².

COLOUR

The grid should be of a bright YELLOW colour. This colour must not take any appreciable alteration in the course of time.

DIMENSIONS

The warning grid should have following dimensions,

Width : 200 ± 5 mm

Thickness : 300 microns

MARKING

The marking on the film should be as approved by GGPL.

TESTS

The manufacturer shall proceed with the following test. Colour – fast test

The test specimen of 100 – 150 mm long shall be immersed in 20% solution of ammonium sulphate for a period of 15 days. The test should be carried out at a temperature of 15 to 20°C.

The colour fastness shall be evaluated by comparing the test specimen with a sample specimen; the comparison shall be made by placing the two specimens on a white background, in daylight, but without exposing them directly to sunlight.

The test shall be deemed satisfactory if the colour of the strip remains intact.

PACKAGING

The warning grid/tape shall be delivered in rolls of 200 meters.

INSPECTION

Inspection shall be carried out as per GGPL specifications.

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Technical Specification for Flux

Flux should be Non Acidic, Lead free as per ANSI or equivalent standard.

The flux should be supplied in paste form packed in small tin container of 500 gms and should have compatibility to use with solder wire.

Certificate of confirmation with the specified standard and relevant material test certificate should be furnished by vendor.

Vendor should supply branded material only.

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Technical Specification for Solder Wire

Solder wire ϕ 3.25 mm, lead free and should be as per BS 219 or equivalent standard.

Should wire should be supplied in 500 gms coil.

Certificate of confirmation with the specified standard and relevant material test certificate should be furnished by vendor.

Vendor should supply branded material only.

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Technical Specification for Brass Fittings

SCOPE

This specification covers the requirement for Brass Fittings, unless modified by this specification the requirement of BS 746 shall be valid for Brass fittings.

MATERIAL

The material used for the manufacturer of Brass fittings shall confirm to IS 319 or equivalent BS standard.

Free cutting extruded Brass Rod shall be used for manufacturer of Brass fittings.

Vendor shall use materials having valid BIS or BS monogram.

DIMENSIONAL TOLERANCES

Dimensions tolerances of various types of fittings shall be as per BS – 746. Open tolerances on dimensions shall be $\pm 0.1\text{mm}$.

Union nuts shall be of hexagonal type.

THREADS

Outlet of fittings shall be threaded to dimensions and tolerance as specified in BS 21. Provisions for tightening shall be made on all straight fittings.

All male and female threads are tapered.

Chamfering: The outlet of the fittings shall have a chamfer. The chamfer shall have an included angle of $90^\circ \pm 5^\circ$ for internal threads and $70^\circ \pm 10^\circ$ for external threads.

FREE FROM DEFECTS

The fittings shall be free from internal fins and irregularities which might restrict the free flow of fluid and shall be so designed that resistance to the flow of fluid through the fittings is minimized.

PRESSURE TEST

All Brass fittings shall be leak tested at a pressure of 1 bar for a period of 2 minutes and no leakage is permitted during this period.

MARKING

Each fittings shall be embossed with manufacturer name and trade mark.

Each packaging containing fittings shall carry the following stamped or written in indelible ink:

Manufacturers name or trademark.

Designation of fittings.

Lot Number.

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INSPECTION

Inspection shall be carried out as per GGPL guidelines.

GGPL representative or Third Party agency appointed by GGPL shall carry out the stage wise inspection during manufacturing process.

Vendor shall furnish all the material test certificate, proof of approval from specified authority.

Technical Specification for Barricade

1.1.1 Barricade

Continuous Steel / Wooden Barricades shall be provided on either side of the trench as per site requirements.

At a specific distance the contractor shall provide wooden boards / foot boards / steel plates for safe access for the pedestrians.

Full height fence, barriers, barricades etc. shall be erected around the site in order to prevent the working area from the risks of accidents; due to speedy vehicular movement same the way barricades protect the road users from the danger due to construction equipment and other temporary structures.

All barricades should be erected as per the design requirements of the employer, numbered, painted and maintained in good condition and also barricades in-charge maintains a barricade register in site.

All barricades shall be conspicuously seen in the dark/night time by the road users so that no vehicle hits the barricade. Conspicuity shall be ensured by affixing retro reflective stripes of required size and shape at appropriate angle at the bottom and middle portion of the barricade at a minimum gap of 1 M. in addition minimum one red light or red light blinker should be placed at the top of each barricade.

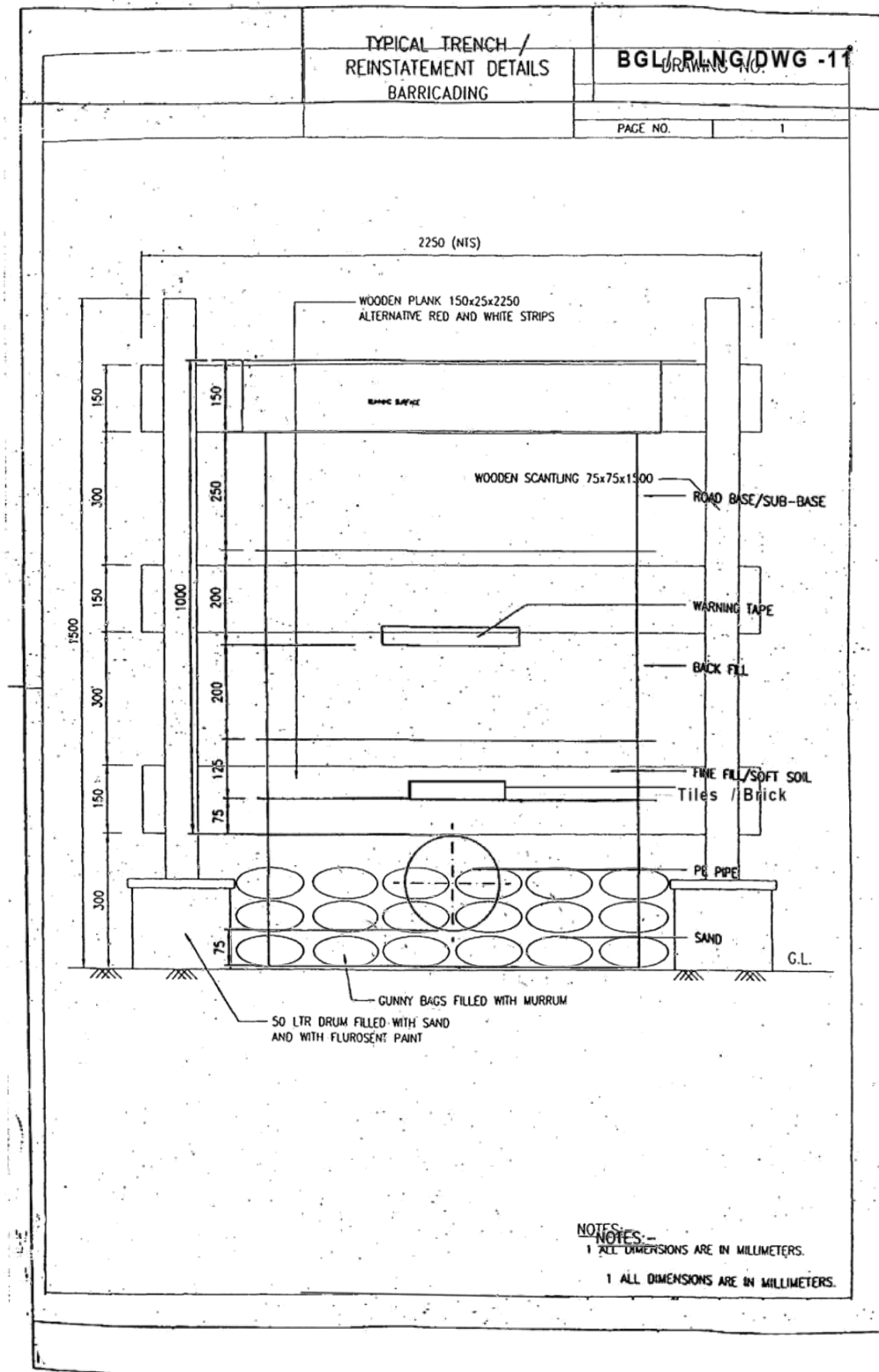
**TECHNICAL SPECIFICATION
FOR ANACONDA/ FLEXIBLE HOSE**

Item	:	Anaconda / Flexible Hose Pipe (Type-A) Assembly for Natural Gas Service
Applicable Code	:	BS:6501 Part-I : 1991 Specification for Corrugated Hose Assemblies
Nominal Size	:	20mm(3/4")
Total Length of Hose Assembly	:	350mm end to end
Movement Required	:	Static
Design Pressure	:	0.25 bar(g) to 20°C
Temperature Range	:	0 – 65°C
Cyclic Life	:	30 Bends when tested in accordance with Cl. 14.4 of BS:6501 Part-I
Static Bend Radius	:	25mm
Type & Material of End Fitting	:	1/2"/3/4" NPT CS Female Swivel Nut with Flat Seat Nipple with Rubber Gasket / 'O' Ring and second end shall be CS Male 1/2"/3/4" NPT and threads shall be conforming to ANSI B1. 20.1 CS Fittings shall be conforming to SA 105/ SA 106 Gr. B. CS Fittings shall be galvanised as per IS:4759-1985. Note: TIG welding shall be carried out for welding CS fittings to corrugated hose.
Material of Hose	:	304S11 conforming to BS:1449 Part-2
Product to be conveyed	:	Natural Gas

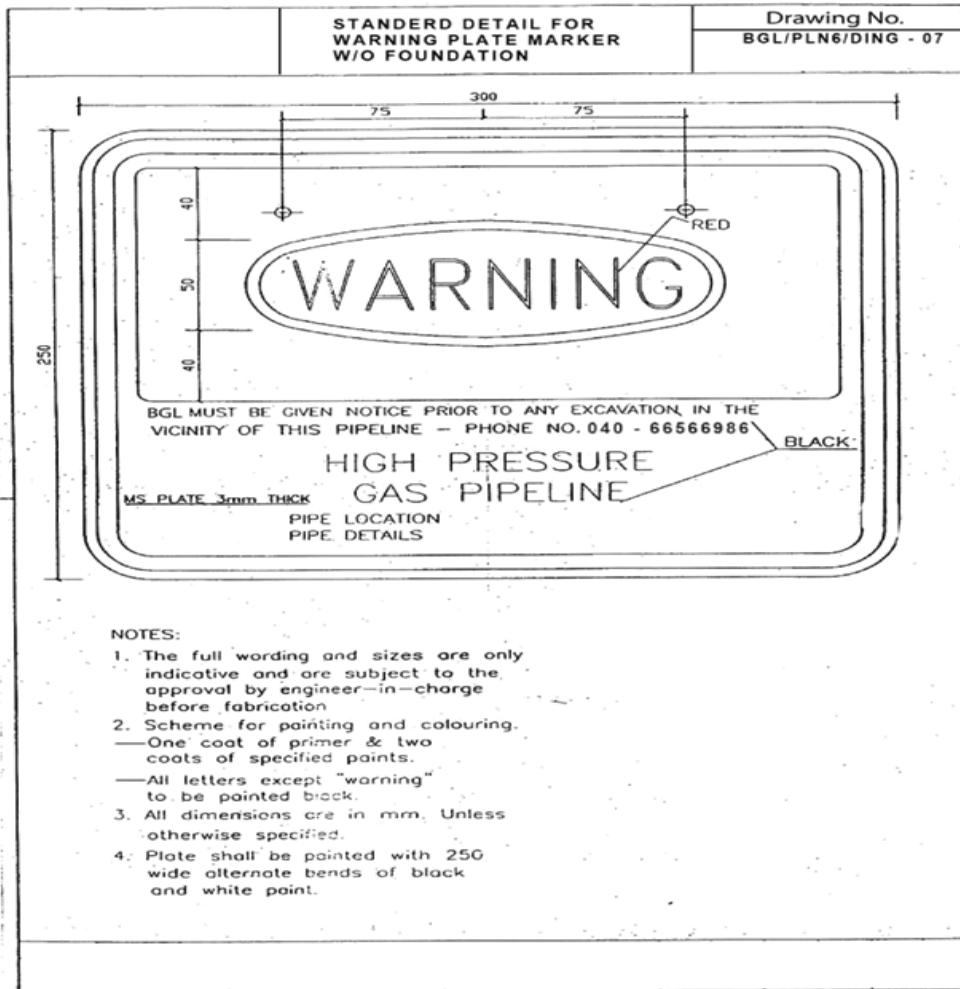
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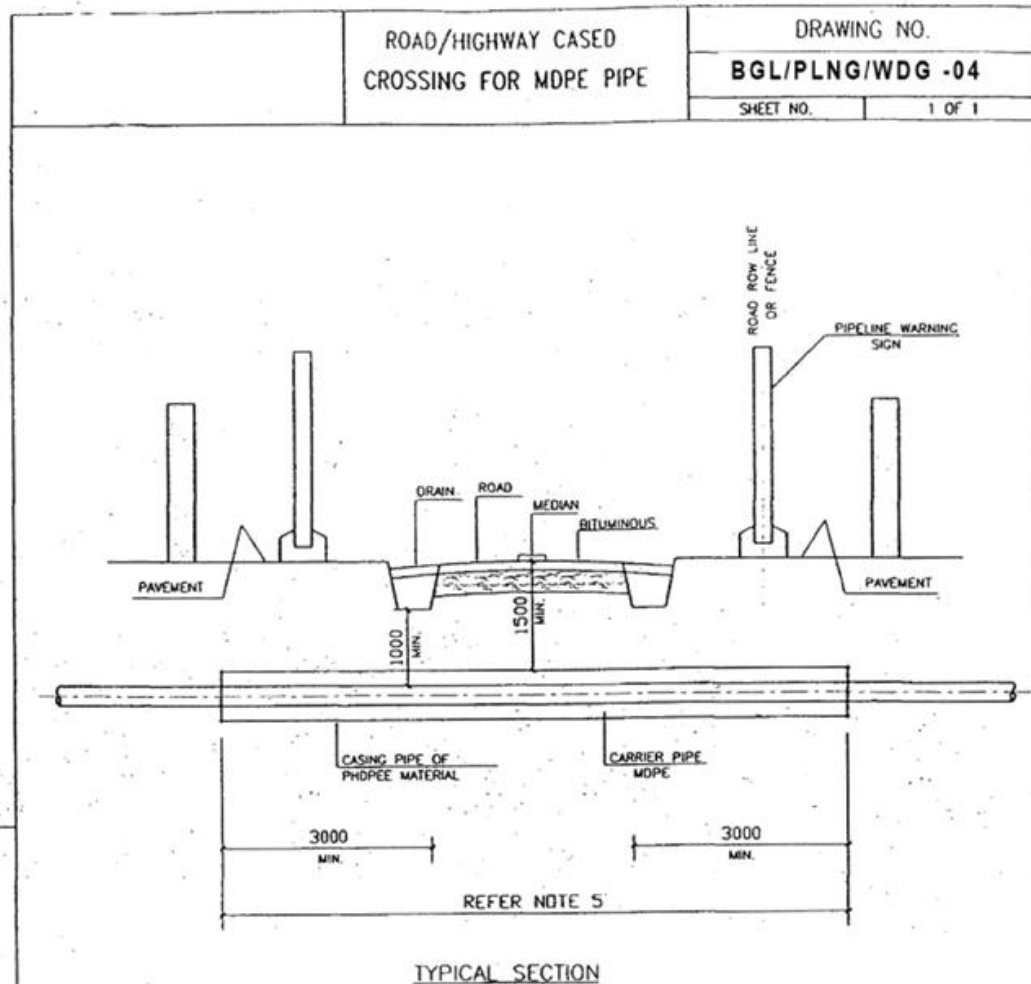
Heat Treatment Requirement	:	Parent sheet or the finished hose must undergo annealing
Tests	:	Pneumatic Test at a pressure of 1.0 bar (g) Type testing as per Cl.Nos. 14.1, 14.2, 14.5 & 14.6 of BS:6501 Part-I
Cleaning & Packaging	:	As per Cl.No. 17.0 of BS:6501 Part-I
Test Certificate	:	As per Cl.No. 18.0 of BS:6501 Part-I

DRAWINGS



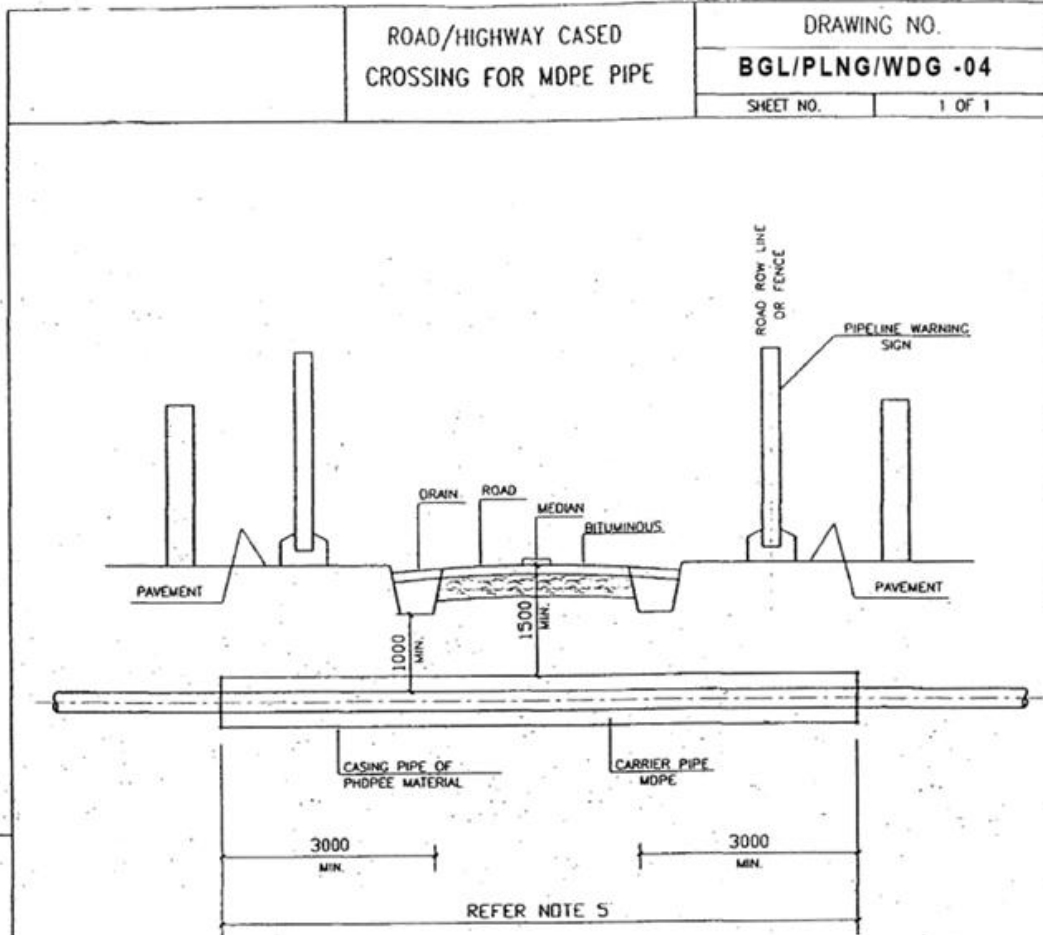
WARNING





NOTES:

1. ALL DIMENSIONS ARE IN MM UNLESS SPECIFIED OTHERWISE.
2. ROAD/ HIGHWAY CROSSING SHALL BE RESTORED TO ORIGINAL CONDITION TO THE ENTIRE SATISFACTION OF ENGINEER -IN-CHARGE AND CONCERNED AUTHORITIES HAVING JURISDICTION.
3. REFER API RP 1102 FOR OTHER DESIGN AND INSTALLATION REQUIREMENTS.
4. ANGLE OF INTERSECTION BETWEEN PIPELINE AND THE ROAD/ HIGHWAY SHALL BE AS CLOSE TO 90° AS POSSIBLE BUT IN NO CASE LESS THEN 30°.
5. CONTRACTOR SHALL VERIFY THE ACTUAL DIMENSIONS WITH RESPECT TO SURVEY DETAILS FOR EACH ROAD/HIGHWAY CROSSED AND PREPARE DETAILED DRAWING FOR INDIVIDUAL CROSSING FOR ENGINEER-IN-CHARGE APPROVED BEFORE COMMENCEMENT OF CONSTRUCTION
6. THE CASING PIPE SHALL BE ONE SIZE LARGER THAN THE MDPE CARRIER PIPE OR AS SPECIFIED BY ENGINEER-IN-CHARGE.

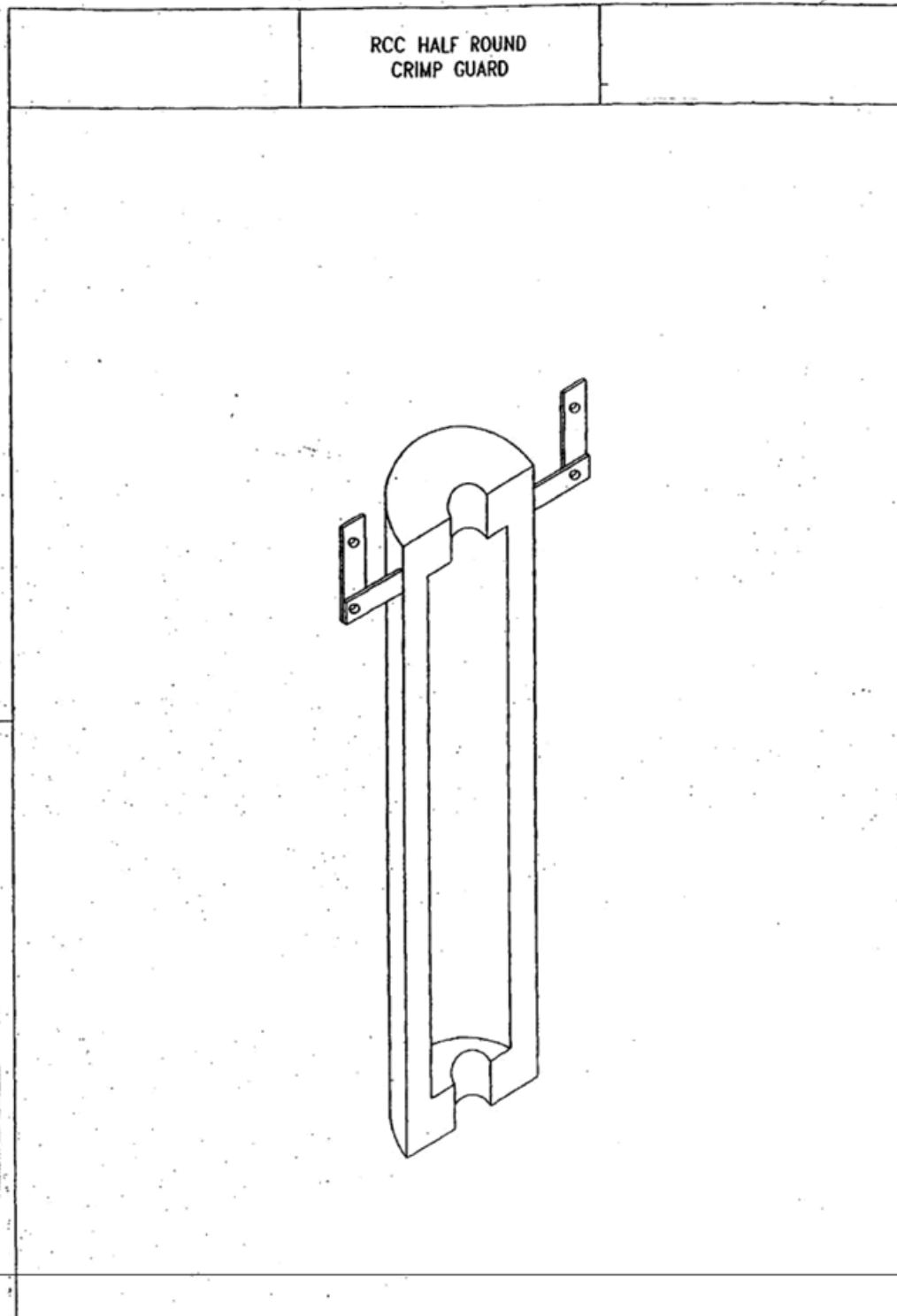


TYPICAL SECTION

NOTES:

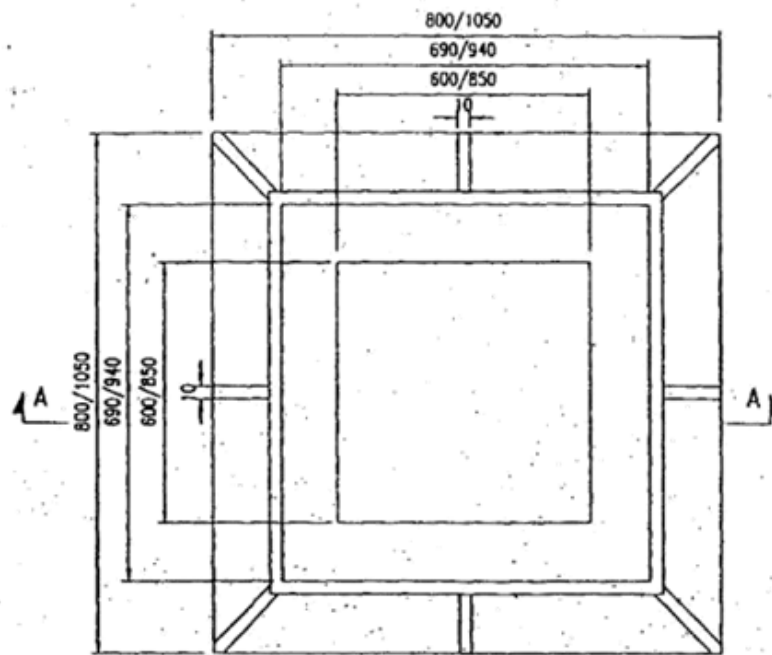
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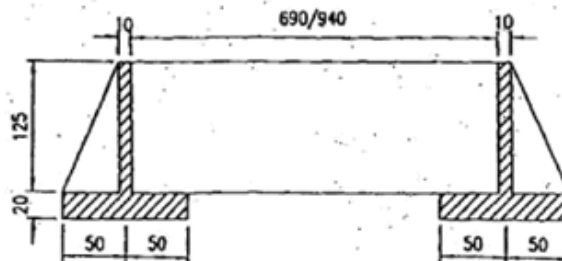


TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS

C.I. FRAME FOR SERC COVER
OF PE STOP-OFF VALVE PIT



PLAN

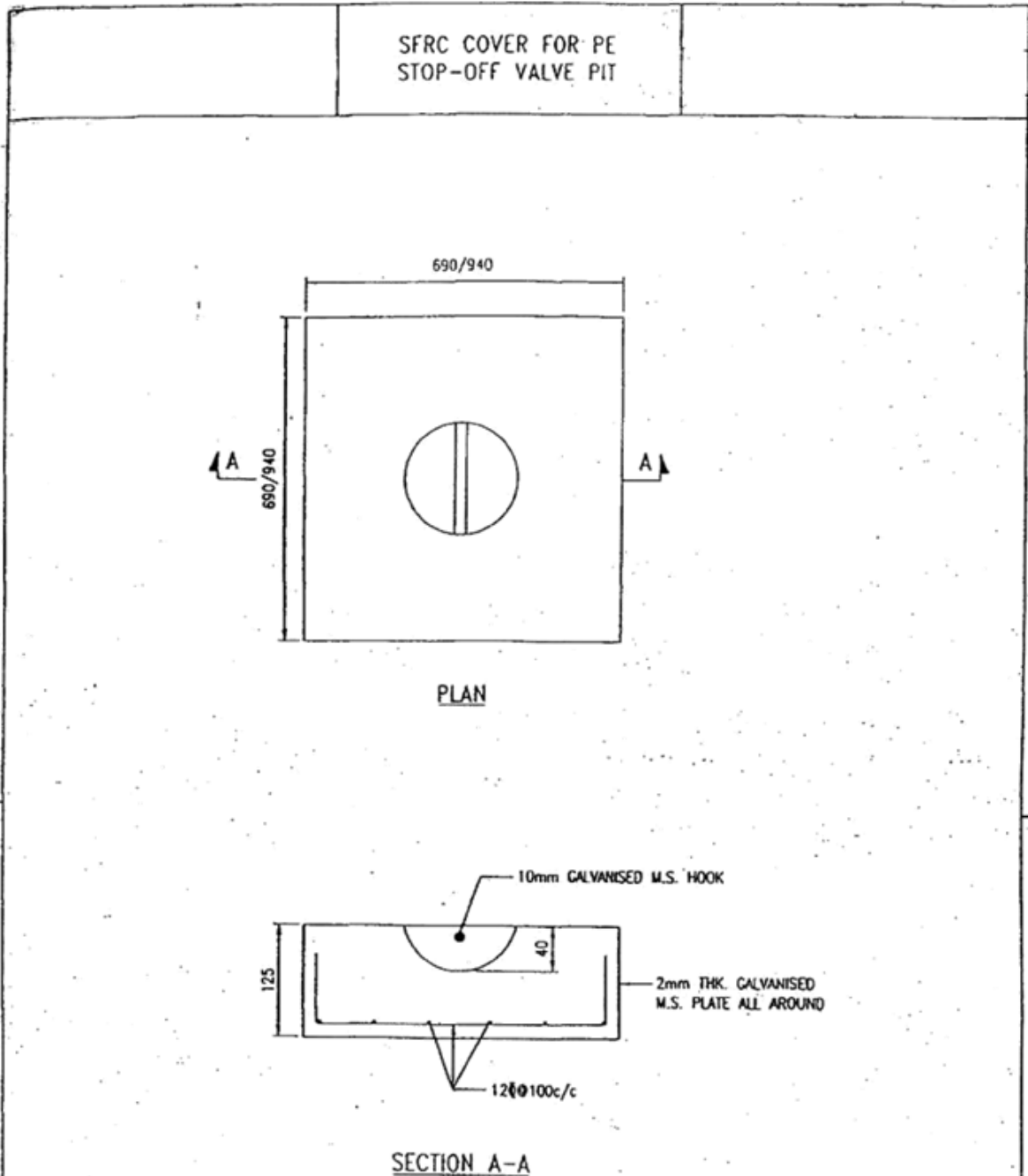


SECTION A-A

NOTES:-

- 1 ALL DIMENSIONS ARE IN MILLIMETERS.
- 2 GRADE FC150 OF IS 210 : 1978

TENDER NO: GGPL/KKD/C&P/MDPE/2503/04/VS



NOTES:-

- 1 ALL DIMENSIONS ARE IN MILLIMETERS.
- 2 THE SFRC COVER SHALL HAVE REINFORCED CONCRETE OF GRADE M-35 CONFORMED TO IS: 456-1978
- 3 HEAVY LOAD TEST : SUITABLE FOR 'A' CLASS LOADING
- 4 PERFORMANCE REQUIREMENTS-
 - (a) SAMPLING AND CRITERIA FOR CONFORMITY AS PER IS: 12592 (PART-1)-1998
 - (b) LOAD TEST AS PER OS: 12592 (PART-1)-1998

SECTION – VII

SPECIAL CONDITIONS OF CONTRACT

(SCC)

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1.0 GENERAL

- 1.1 MDPE Pipes shall be laid in the Kovvur town along the designated roads as per the drawing enclosed.
- 1.2 The bidder is required to carry out all services as mentioned in the scope of service and schedule of rates in 4 months from the date of FOA.
- 1.3 The bidder or his authorized representative shall interact with Engineer-In-charge daily for smooth movement of the construction activity.
- 1.4 Bidder has to ensure the safety of man and machine all the times. The bidder shall remain at all times liable to GGPL for any loss or damage caused to any building plant machine, of GGPL due to careless, negligent, inexperienced act of default of the bidder, his/their agents, representative or employees. GGPL shall be the sole judge as regards the quantum of loss or damage and it shall be titled to deduct from the amount payable here under to the bidder the cost of repairs or the amount of loss or damages.
- 1.5 The bidder will be liable for any loss or injury to GGPL employees/agents due to careless, negligent, inexperienced actor default of the bidder, his/ her agent's representative or employees.
- 1.6 Regarding work completion, the decision of the engineer-in-charge shall be final.
- 1.7 GGPL does not make any commitment to provide contract employees with facilities such as office accommodation canteen, tea, toilet, telephone etc.
- 1.8 All personnel of the bidder entering on work are as shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including worksites.
- 1.9 Bidder shall maintain proper record of his working employees attendance, PF & ESIC details and wages paid to them.
- 1.10 The bidder's representative/supervisor shall report daily to the Engineer in-charge for day-to-day working
- 1.11 The bidder will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by GGPL.
- 1.12 The rates quoted by the bidder must be inclusive of all taxes, duties and other statutory levies.
- 1.13 It will be the responsibility of the bidder to pay as per the minimum wages of the appropriate government rules applicable under the minimum wages act.
- 1.14 The bidder shall indemnify the company from any claim of the contract labour.
- 1.15 All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation and as per the guidelines/direction of engineer-in-charge or his authorized representative.

2.0 **INSPECTION**

GGPL shall have the right to inspect MDPE Pipeline work as per Contract specifications and shall be liable to rejection/cancellation if such specifications or conditions are not met.

3.0 **PAYMENT TERMS**

Payment shall be made at actual, as per schedule of rates, within 15 days upon receipt of Invoice/bills at GGPL, Rajahmundry in proper order along with all necessary documents duly certified by the Engineer-in-charge. TDS or any other deduction if applicable during the contract period shall be deducted on monthly basis against each bill. WCT or any other tax levied by Govt. shall be borne by the bidder **except Service tax which shall be paid directly by GGPL.**

Incase Bidder have any disparity in the bill Amount and paid Amount same will be intimated by the Bidder within 15 days from the date of submission of bills.

3.1 **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT)**

The Bidder shall furnish to GGPL, within 15 days from the date of intimation by the EIC, a security in the sum of 10% of the contract value (excluding taxes and duties), in the form of Bank draft/Banker's cheque or Bank Guarantee (as per proforma) as Contract Performance Security which shall be valid upto 90 days beyond the contract expiry date. The DLP (Defect Liability Period) shall be 90 days after the contract expiry date; after which, PBG/SD shall be released/refunded. Refer GCC clause 24(24.1 till 24.05) for other terms and conditions.

- 3.1.1 GGPL shall have the right to recover from the security deposit/bank guarantee the balance amount, if any, which could not be recovered from the payments to the bidder under any of the clause of this contract.
- 3.1.2 The bidder shall be liable to pay further balance of recovery/claim if any, which could not be recovered from the payments to the bidder and/or from the security deposit/bank guarantee.
- 3.1.3 GGPL shall pay no interest on the Earnest Money or Security Deposit or performance guarantee furnished by the bidder.
- 3.1.4 In case the bidder fails to carry out the job, as per the terms and Conditions of the contract, the security deposit/bank guarantee is liable to be forfeited / invoked, without prejudice to any other right, which GGPL may have under this contractor otherwise.

3.2 CONTRACT AGREEMENT:

Bidder has to execute an agreement in the tender document on an on-judicial stamp paper of appropriate value within 15(fifteen) days of the issue of Work Order. The cost of non-judicial stamp paper shall be borne by bidder.

4.0 PERMITS & CERTIFICATES

Bidder shall procure, at his expense, all necessary permits, certificates and licenses required for laying MDPE Pipeline by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and bidder further agrees to hold Owner harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

5.0 ACCOMMODATION /TRANSPORTATION /MEDICAL

The bidder shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contract personnel.

6.0 DISCIPLINE

The bidder shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted and should any complaint be received against any of his employee, he shall arrange to re place such persons within 24 hours of notice issued by the Engineer-in-charge. The decision of the Engineer-in-charge in this matter shall be final and binding on the bidder.

7.0 GATE PASS/IDENTITY CARD

If required by the GGPL the bidder shall arrange to supply /renew identity card to his workforce at his own cost for security or for any other reasons. Those bidders' personnel shall be required to carry their respective identity cards while on duty and produce on demand.

8.0 RIGHT TO GET SERVICE CARRIED OUT THROUGH OTHER AGENCIES

Nothing contained herein shall restrict GGPL from accepting similar service from other agencies, at its discretion and at the risk and cost of the bidder, if the bidder fails to provide the said service as per the terms, scope specified in this tender any time.

9.0 SUB LETTING OF CONTRACT

No part of this contract shall be transferred or assigned or sub-let, directly or indirectly to any person / firm or organization.

10.0 **DURATION OF CONTRACT**

The period of contract shall be 4 Months from the date of issue of WO. During the tenancy of this contract, GGPL can increase and or decrease the Quantity of work required. The quantity of work/services(s) showing in the schedule of rates is tentative. **No compensation on account of decrease or**

Increase of scope of services shall be payable to the bidder what so ever may be the reasons thereof.

Bidder will have to mobilize the work force within 7days from the date of work order/written demand served by the Engineer-In-Charge. The contract period shall be reckoned from the date of WO.

The agreed rates shall remain firm till the expiry of contract and the bidder shall not be entitled to any escalation or revision (statutory or otherwise) or any right to claim, what so ever by way of representation, explanation, statement, or alleged representation or an outstanding or promise give nor alleged to have been given by any employee of the company or due to bidders own ignorance or on account of the difficulties or hardships faced by him. The rates as such shall be inclusive of all taxes/duties/levies etc., and shall remain firm till expiry of this contract.

Relevant information/certificates called for in the bid shall be annexed to the bid properly. Non-receipt of any information/certificates with the bid shall entail rejection of the bid.

Canvassing in any form shall entail disqualification.

11.0 **THE ENGINEER IN-CHARGE SHALL HAVE POWER TO**

i) Issue the bidder from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the bidder shall carry out and be bound by the same.

ii) Order the bidder to **remove or replace** any workman whom the company /considers in-competent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the bidder shall be final and binding on the bidder.

12.0 **BIDDER'S WORKMEN**

The bidder shall indemnify GGPL & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee for the execution of this contract at any time during the contract period and also after the contract period is over for such cases arising out of the

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time when the contract was operative. All workmen engaged by the bidder shall be on his roll and be paid by him and GGPL shall have no responsibility towards them.

The bidder shall ensure and will be solely responsible for payment of wages and other dues to the personnel deployed by him in the presence of the Company's representative.

If, however, any claim is made by any employees of the bidder against the GGPL for wages, compensation or any sum of dues, the bidder agrees to indemnify the GGPL of all such claim sand to pay all the expenses which the GGPL may incur in defending any proceedings pursuant to such claims.

The bidder and his men shall abide by the rules and regulations of the GGPL.

The bidder shall be responsible for and shall pay any compensation to their employee's payable under the Workmen's Compensation Act 1923 and 1933 and The amendments there to for the injuries caused to the workmen. The bidder shall be responsible for and pay the expenses for providing medical treatment to any employees who may suffer any bodily injury as a result of any accident. In every case, in which by virtue of the provisions of section12 sub-section1 of workmen's compensation Act, 1923, the GGPL is obliged to pay compensation to workmen employed by the bidder in execution of the works, and without prejudice to the rights of the GGPL undersection-12, sub-section 2 of the said Act, the GGPL shall be at liberty to recover such amount or any part thereof by deducting it from the security depositor from any sum due from the GGPL to the bidder whether under this contract or otherwise. The GGPL shall not be bound to contest any claim made against it under Section-12, Sub-section 1 of the said Act except on the written request of the bidder and upon his giving to the GGPL full security for all costs for which the GGPL might become liable in-consequence of contesting such claims.

The bidder shall be liable for all payments in time to his staff employed for the performance or carrying out of the said work and in respect of all claims and liabilities of the bidders business and the GGPL shall in no event be liable or responsible for any payment and the bidder shall keep the GGPL indemnified against the same and from all proceedings in respect thereof.

The bidder shall observe and implement all the laws of the land and the rules frames there under which are beneficial to the staff employed by him and that the GGPL shall, in no event be liable or responsible for any default that will arise out of on-observance of such laws, rules on the part of the bidder and that the bidder shall indemnify and keep indemnified the GGPL against the same and form all proceedings in respect thereof.

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The bidder shall indemnify and keep indemnified the GGPL from any claims made under the Workmen's Compensation Act of 1923, Employees State Insurance Act, Employees' Provident Fund Act and/or other Laws in force by the bidder's employees. The bidder shall indemnify GGPL against all losses or damages caused to it on account to facts of the personnel deployed by the bidder.

The bidder shall ensure regular and effective supervision of the personnel deployed by him.

13.0 TERMINATION OF ORDER

13.1 Termination for Default

The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part:-

- a) If the bidder fails to deploy manpower within the time period specified in the contract or
- b) If the bidder fails to perform any other obligation(s) under the contract or
- c) Non-availability of service for any reason.

14.0 COMPLIANCE OF LAWS

The bidder which shall include the contracting firm/company shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the contract labour (Regulation & Abolition) Act 1970 and Acts made thereafter.

The installations where job is to be carried out are live and have hydrocarbon environment, bidder shall comply with all safety rules and regulations and other appropriate instructions issued.

15.0 EVALUATION OF OFFERS:

The Evaluation will be done for the lowest overall cost to the company.

16.0 PROCEDURE FOR NEGOTIATION:

In the event of negotiations, the same will be held with L-1 party/parties. .

17.0 LIQUIDATED DAMAGES:

Liquidated Damages shall be applicable for the late deployment of the manpower at 0.5% of prorated work order value for every week of delay up to a maximum of 5% of the total work order.

SECTION – VIII

GENERAL CONDITIONS OF

CONTRACT (GCC)

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FOR
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GENERAL CONDITIONS OF CONTRACT

SECTION- I DEFINITIONS

1. Definition of Terms:

1.1 In this **CONTRACT** (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1. The **EMPLOYER/COMPANY/GGPL** means GGPL (INDIA) LTD., a public limited company, incorporated under the Company's act 1956 and having its Registered office at D. No. 85-06-23/2, 2nd floor, 40th Ward, Morampudi Junction, Rajahmahendravaram-533 103, East Godavari Dist, A.P and includes its successors and assigns.

1.1.2. The "**CONTRACTOR**" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.

1.1.3. The **ENGINEER/ENGINEER-IN-CHARGE**" shall mean the person designated from time to time by the GGPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.1.4. The "**WORK**" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.

1.1.5. The "**PERMANENTWORK**" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.

1.1.6. "**CONSTRUCTIONEQUIPMENT**" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.

1.1.7. "**CONTRACTDOCUMENTS**" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.1.8. **CONSULTANT**: means ----- who are the consulting engineer to the Employer for this project and having registered office at -----

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1.1.9. The "**SUB-CONTRACTOR**" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.

1.1.10. The "**CONTRACT**" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.

1.1.11. The "**SPECIFICATION**" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GGPL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.

1.1.12. The "**DRAWINGS**" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.

1.1.13. The "**TENDER**" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.

1.1.14. The "**CHANGEORDER**" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.

1.1.15. The "**COMPLETIONCERTIFICATE**" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.

1.1.16. The "**FINALCERTIFICATE**" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

1.1.17. "**DEFECTLIABILITYPERIOD**" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.

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1.1.18. The "**APPOINTING AUTHORITY**" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

1.1.19. "**TEMPORARY WORKS**" 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. "**NOTICE IN WRITING OR WRITTEN NOTICE**" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

1.1.23. "**APPROVED**" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.1.24. "**LETTER OF INTENT/FAX OF INTENT**" 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. "**WORKING DAY**" 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. "**METRIC SYSTEM**" - 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. "**VALUE OF CONTRACT**" or "**TOTAL CONTRACT PRICE**" 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.

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1.1.30. "**LANGUAGE FOR DRAWINGS AND INSTRUCTION**" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.

1.1.31. "**MOBILIZATION**" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/EMPLOYER.

1.1.32. "**COMMISSIONING**" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same. "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

SECTION-II GENERAL INFORMATION

2. General Information

2.1 a) **Location of Site:** The proposed location of Project site is defined in the Special Conditions of Contract.

b) **Access by Road:** CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

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2.2 **Scope of Work:** The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 **Water Supply:** Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills. However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 **Power Supply:**

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.

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2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.

2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.

2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.

2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR

2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.

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2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.

2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer. The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site. For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative. No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

2.6 Land for Residential Accommodation:-:No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3. Submission of Tender:

3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

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3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of GODAVARI GAS (P) LTD due for opening on _____]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.

4. Documents:

4.1 General: The tenders as submitted, will consist of the following:

- (i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- (ii) Earnest money in the manner specified in Clause 6 hereof.
- (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.

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- (x) Details of present commitment as per proforma enclosed to tender.
- (xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
- (xii) Provident fund registration certificate
- (xiii) List showing all enclosures to tender.

4.2 All pages are to be Initialed: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer. If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 Signature of Tenderer:

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

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4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 **Witness:** Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 **Details of Experience:** The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

4.8 **Liability of Government of India:** It is expressly understood and agreed by and between Bidder or/Contractor and M/s GODAVARI GAS (P) LTD, and that M/s GGPL (India) Ltd., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s GGPL (India) Ltd. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s GGPL (India) Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. **Transfer of Tender Documents:**

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6. **Earnest Money:**

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished,

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must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bid guarantee shall be submitted in the prescribed format .

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid validity). The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

7 Validity:

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.

8 Addenda/Corrigenda

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9 Right of Employer to Accept or Reject Tender:

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest

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tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

10 Time Schedule

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11 Tenderer's Responsibility

11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

12 Retired Government or Company Officers

12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his

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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.

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.

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16 Policy for Tenders Under Consideration:

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GGPL to the Bidder.

16.2 **Zero Deviation:** Bidders to note that this is a ZERO DEVIATION TENDER. GGPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17 Award of Contract:

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GGPL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 GGPL will be the sole judge in the matter of award of CONTRACT and the decision of GGPL shall be final and binding.

18 Clarification of Tender Document:

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GGPL in triplicate. GGPL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by GGPL or its employee(s) or its representatives shall not in any way be binding on GGPL.

19 Local Conditions:

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as

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applicable GGPL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 Abnormal Rates:

20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

SECTION-IV GENERAL OBLIGATIONS

21 Priority of Contract Documents

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- (i) The Contract Agreement ;
- (ii) The Letter of Acceptance;
- (iii) The (Instructions to Bidders)ITB;
- (iv) Special Conditions of Contract (SCC);
- (v) General Conditions of Contract (GCC)
- (vi) Any other document forming part of the Contract. Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

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21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.

21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

22 Special Conditions of Contract:

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

23 Contractor to obtain his own Information:

23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose

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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 scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT. It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS. No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

24 Contract Performance Security:

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

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

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

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24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

25 Time of Performance:

25.1 **Time for Mobilization:** The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 Time Schedule of Construction:

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress. The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure:

26.1 **CONDITIONS FOR FORCE MAJEURE:** In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

27 Price reduction schedule:

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as

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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 (*) NOT APPLICABLE IN THIS TENDER

BONUS FOR EARLY COMPLETION If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

28 Rights of the employer to forfeit contract performance security:

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR in the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

29 Failure by the contractor to comply with the provisions of the contract:

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the

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CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are

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curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

30 Contractor remains liable to pay compensation if

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become action not taken under clause 29: exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other 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

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 to be compounded 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.

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32.3 TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GGPL (India) Ltd. against any type of tender nor their offer will be considered by GGPL against any ongoing tender (s) where contract between GGPL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by GGPL (India) Ltd. to such CONTRACTOR.

33 Members of the employer not individually liable :

33.1 No Director, or official or employee of the EMPLOYER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

34 Employer not bound by personal representations:

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

35 Contractor's office at site:

35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

36 Contractor's subordinate staff and their conduct

36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as

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will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT. The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR

37 Sub-letting of works:

37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.: The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED: At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS: Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-I N-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS: If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v)NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE: No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

38 Power of entry:

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-I N-CHARGE.

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- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vi) if the CONTRACTOR shall abandon the WORK , or
- vii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

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39 Contractor's responsibility with the mechanical, electrical, intercommunication system, air conditioning contractors and other agencies:

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

40 Other agencies at site:

40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

41 Notice:

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

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41.2 TO THE EMPLOYER: Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. GGPL (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.

42 Right of various interests:

42.1 The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

42.2 Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

43 Patents and royalties:

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

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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.

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

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approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

45 Delays by employer or his authorized agents:

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion. In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

46 Payment if the contract is terminated:

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

- i) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.
- ii) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

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46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

- a) Any and all completed works.
- b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

47 No waiver of rights:

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

48 Certificate not to affect right of employer and liability of contractor:

48.1 No interim payment certificate(s) issued by the Engineer-in- Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.

49 Language and measures:

49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.

50 Transfer of title:

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

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51 Release of information:

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

52 Brand names:

52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.

53 Completion of contract:

53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

54 Spares:

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING. Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

55 Execution of work:

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

56 Co-ordination and inspection of work:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.

57 Work in monsoon and dewatering:

57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

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

58 Work on Sundays and Holidays:

58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

59 General conditions for construction and erection work:

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

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59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN- CHARGE reports at regular intervals regarding the state and progress of WORK. The details and Proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60 Alterations in specifications, design and extra works:

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT. In such cases, a change order will be initialed by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.

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- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN-CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER-IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:- Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows: S.No. Range of Variation Percentage compensation for decrease in the value of work in the respective range. a) Beyond (+) 25% No increase and/or upto & inclusive of decrease shall be (+) 50% applicable for the Schedule of Rates (The rates quoted for this increase shall be valid). b) Beyond (-) 25% upto & For reduction beyond inclusive of (-) 50% 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

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II. For Lump sum Contracts: CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61 Drawings to be supplied by the employer

61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.

61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62 Drawings to be supplied by the contractor:

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE. "Certified true for

No. _____ Signed: _____ (CONTRACTOR) (ENGINEER-
IN-CHARGE)

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62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

63 Setting out works:

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER-IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

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

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

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64 Responsibility for level and alignment:

64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

65 Materials to be supplied by contractor:

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

66 Stores supplied by the employer:

66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

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

67 Conditions for issue of materials:

67.1 Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

67.2 The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

67.3 Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.

67.4 The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

67.5 It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.

67.6 The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

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67.7 It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

67.8 None of the materials supplied to the CONTRACTOR will be utilized by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

67.9 The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.

67.10 The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.

67.11 Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.

67.12 The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.

67.13 Materials/Equipment(s) supplied by EMPLOYER shall not be utilized for any purpose(s) than issued for.

68 Material procured with assistance of employer/return of surplus:

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licenses issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licenses or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

69 Materials obtained from dismantling:

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

70 Articles of value found:

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

71 Discrepancies between instructions:

71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

72 Action where no specification is issued:

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge. The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74 Tests for quality of work:

74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

75 Samples for approval:

75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

76 Action and compensation in case of bad work:

76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorized representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of

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10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

77 Suspension of works:

77.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the ONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

77.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

78 Employer may do part of work:

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

79 Possession prior to completion:

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN- CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

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80 Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER- IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the ENGINEER- IN-CHARGE in writing. If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

81 Care of works:

81.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

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81.2 DEFECTS PRIOR TO TAKING OVER: If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall: a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified. In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTORAs soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.3 DEFECTS AFTER TAKING OVER: In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the 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

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that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

82 Guarantee/transfer of guarantee:

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

83 Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84 Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained

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difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

85 Indemnity

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

86 Construction aids, equipments, tools & tackles:

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR

SECTION-VI CERTIFICATES AND PAYMENTS

87 Schedule of rates and payments:

87.1 **CONTRACTOR'S REMUNERATION:** The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the

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succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

87.2 SCHEDULE OF RATES TO BE INCLUSIVE: The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

87.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.: Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

87.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS: The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall

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include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR

87.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES: No exemption or reduction of Customs Duties, GST , GST on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

87.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY: The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

87.7 SCHEDULE OF RATES CANNOT BE ALTERED: For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered. For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill. Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE: Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of

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submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR

88.1.4 GGPL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 **COMPUTERISED BILLING SYSTEM:** GODAVARI GAS (P) LTD has introduced Computerised Billing System whereby when the Bills are submitted in GGPL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through GGPL's website.

88.2 **SECURED ADVANCE ON MATERIAL:** Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 **DISPUTE IN MODE OF MEASUREMENT:** In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 **ROUNDING-OFF OF AMOUNTS:** In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

89 Lumpsum in tender:

89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

90 Running account payments to be regarded as advance:

90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties

91 Notice of claims for additional payments:

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.

91.2 **ENGINEER-IN-CHARGE** shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally

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be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92 Payment of contractor's bill:

92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93 Receipt for payment:

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94 Completion certificate:

94.1 **APPLICATION FOR COMPLETION CERTIFICATE:** When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION

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CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS. The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

94.2 COMPLETION CERTIFICATE: Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE. If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

94.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- (i) The technical documents according to which the WORK was carried out. Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- (ii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- (iii) Certificates of final levels as set out for various works.
- (iv) Certificates of tests performed for various WORKS.
- (v) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 Final decision and final certificate:

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the

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CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

96 Certificate and payments on evidence of completion:

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR

97 Deductions from the contract price:

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

98 Taxes, Duties, Octroi etc:

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the GST, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify

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and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

99 GST/ Composite scheme under GST :

99.1 Tenderer should quote all inclusive prices including the liability of GST/ Composite scheme under GST whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. GGPL shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

100 Statutory variations

100.1 Tenderer should quote prices inclusive of GST applicable on finished product. Any statutory variations in GST on finished product during the contractual completion period, shall be to the GGPL account for which the Contractor will furnish documentary evidence(s) in support of their claims to GGPL. However, any increase in the rate of these taxes and duties (GST beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to GGPL.

101 Insurance:

101.1 GENERAL CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows: CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out

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by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time. All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

101.1.1 EMPLOYEES STATE INSURANCE ACT: The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof. The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in

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respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account. The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

101.1.2 WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

101.1.3 ACCIDENT OR INJURY TO WORKMEN: The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

101.1.4 TRANSIT INSURANCE In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

101.1.5 COMPREHENSIVE AUTOMOBILE INSURANCE This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

101.1.6 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub- Contractor's or from riots, strikes and civil commotion.

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b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalized insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

101.1.7 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER: CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102 Damage to Property or to any Person or any Third Party

102.1 CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

102.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground

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cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

102.3 The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOUR LAWS

103 Labour laws:

103.1 No labour below the age of 18 (eighteen) years shall be employed on the WORK.

103.2 The CONTRACTOR shall not pay less than what is provided under law to laborers engaged by him on the WORK.

103.3 The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.

103.4 The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

103.5 If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR

103.6 The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

103.7 The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

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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 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.

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105 Contractor to indemnify the Employer:

105.1 The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

105.2 PAYMENT OF CLAIMS AND DAMAGES: Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

105.3 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 Health and sanitary arrangements for workers:

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and

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other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107 Dispute Resolution & Arbitration:

Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be dealt as per Conciliation Rule 2010 and Arbitration, as under.

107.1 GGPL (INDIA) LTD has framed the condition Rules 2010 in conformity with supplementary to part- III of the Indian Arbitration and conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GGPL's web site www.GGPLonline.com for reference. Unless others specified, the matters where decision of the Engineer-in-charge is deemed to be final and binding as provided in the Agreement and the issue/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the conciliation Rules 2010 .

107.2 Any dispute (s)/difference(s)/issue(s) of any kind whatsoever between/amongst the parties arising under /out/of/in connection with this contract shall be settled in accordance with the afore said rules.

107.3 In case of any dispute (s)/difference(s)/issue(s), a party shall notify the other party (ies) in writing about such a disputes (s)/difference(s)/ issue(s) between/amongst the parties and that such a party wishes to refer the disputes(s)/difference(s)/issues(s) to conciliation. Such Invitation for conciliation shall contain sufficient information as to the dispute(s)/difference(s) /issue(s) to enable the other party (ies) to be fully informed as to the nature of the dispute(s)/difference(s) issue(s) , the amount of monetary claim, if any, and apparent causes(s) of action.

107.4 Conciliation proceedings commence when the other party(ies) accept (s) the invitation to conciliate and confirmed in writing. If the other party (ies) reject(s) the invitation, there will be no conciliation proceedings.

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107.5 If the party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of times as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elect he/she shall inform the other party(ies) accordingly.

107.6 Where Invitation for conciliation has been furnished, the parties shall attempt to settle such dispute (s) amicably under part-III of the Indian Arbitration and Conciliation Act,1996 and GGPL (INDIA) LTD Conciliation Rules,2010. It would be only after exhausting the option of conciliation as an Alternate Dispute Resolution Mechanism that the parties here to shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of Conciliation by any of the parties.

107.7 The cost of Conciliation proceeding including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the parties equality.

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

17.9 Arbitration:

The Employer [GGPL (India) Ltd.] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GGPL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Rajahmundry, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Rajahmundry, East Godavari Dist, A.P. Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

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107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75 CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

108 Jurisdiction:

108.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at RAJAHMUNDRY, EAST GODAVARI DIST, A.P for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at RAJAHMUNDRY, EAST GODAVARI DIST, A.P only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 Safety regulations:

110.1 In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

110.2 The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

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111 First aid and industrial injuries:

111.1 CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR

111.2 CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

111.3 All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112 General rules:

112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

113 Contractor's barricades:

113.1 CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-

- a) Excavations
- b) Hoisting Areas.
- c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
- d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
- e) Rail Road unloading spots.

113.2 CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.

113.3 Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

114.1 Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

114.2 Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard

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rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

114.3 Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

114.4 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or 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.

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

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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.

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

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116.7 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.

116.8 Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

117 Care in handling inflammable gas:

117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER.

118 Temporary combustible structures:

118.1 Temporary combustible structures will not be built near or around work site.

119 Precautions against fire:

119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.

120 Explosives:

120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly there from.

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

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employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 Outbreak of infectious diseases:

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 Use of intoxicants:

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

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PROFORMA OF INDEMNITY BOND

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

WHEREAS GODAVARI GAS PVT. LTD (here in 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, 2nd floor, 40th Ward, Morampudi Junction, Rajamahendravaram-533 103, East Godavari Dist, A.P. has entered into a CONTRACT with M/s. _____

Incorporated (hereinafter referred to as the ('CONTRACTOR') which expressions 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 here in 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, in consideration 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 to get her 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 set out herein and are included in the expression "CONTRACT" wherever herein used.

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AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have



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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.

GODAVARI GAS (P) LTD.
CONTRACTOR)

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

Signed and Delivered for and
on behalf of the CONTRACTORS.

(NAME OF THE

Date : _____

Place: _____

1. _____

2. _____

SECTION – IX
PRICE SCHEDULE



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SCHEDULE OF RATES (SOR)

Contract for MDPE pipeline laying works in Kovvur Town

Item No.	Description	Unit	Qty (A)	Unit Rate in Rs. (B)	Total Amount in Rs. (C)=(A X B)
1	MDPE PIPELINE				
1.1	Pipe Laying in any unprepared surface (Katcha Surface)				
	"Receiving and taking-over" as defined in the specification, handling, loading, transportation and unloading of Owner supplied PE 100SDR11 & 17.6 line pipes of all sizes (as free issue items) from Owner's designated place(s) of issue to Contractor's own stock-yard(s)/ Work Shop(s)/ work-site(s) including preliminary activities ,preparation of drawings, wherever required for crossing etc., carrying out inspection of company supplied PE pipes at the time of taking over providing insurance cover , including supply of accessories of all sizes & thickness like Bends, Couplers, Endcaps, Tee, PE Reducer, CS to PE Fittings, Saddle Tapping, Warning Mat etc.. Handling, Stringing/ uncoiling, aligning of the PE line pipe on the pipeline Right-of-Use/route , laying/ installation of PE line pipe along with required accessories as mentioned above as per specification wherever required depending on site site condition including execution of all works; additional lands required for contractor's storage , fabrication, access for construction; procurement and supply of all materials (except Owner supplied materials), consumables, equipments, labour etc. all complete.				



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	<p>carrying out all temporary, ancillary, auxiliary works required to make the PE pipeline ready for commissioning as per drawings, specifications, scope of work indicated in PJS and other provisions of Contract document and instructions of Engineer-in-charge, including but not limited to carrying out the following works:</p>				
	<p>Surveying of route and detours required at the time of execution including marking the same in topographical sheet, preparation of construction drawings showing survey details, and submit same to Owner for review / approval.</p>				
	<p>Preparation and getting approval of schedules, execution procedures, drawings/ sketches/ wherever required, making trial pits to determine the underground utilities/ services etc., restoration of the abandoned trial pits to original condition.</p>				
	<p>Staking and installation of construction markers, clearing, fencing, grubbing, cutting of trees, full filling all the requirements of various statutory/ environment authorities to the entire satisfaction of concerned authorities, grading of work area.</p>				
	<p>Grading the ROU, barricading the work area as per local authorities norms & to the entire satisfaction of Owner/ Engineer -in- charge., installation of safety signs.</p>				

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	<p>Trenching to all depths by excavation in all types of soils including soft/ rocky strata in katcha surface excluding rock breaking, chiselling or otherwise cutting etc. as required and storing excavated soil, reusable materials at designated area as directed by Engineer in charge and to a width to accommodate the pipeline as per the relevant standard/ specification etc. [The minimum depth of the top of pipeline shall be 1.0 m measured from top of pipeline coating to the top of undisturbed surface of the soiler as per specification/OISD-226 & PNGRB latest guidelines whichever is higher] Dewater trenches if required as per site condition. Repairing of all damaged utilities if any and payment of any compensation(if claimed by owner/other utility agencies)</p>				
	<p>Uncoiling/ stringing & aligning of PE pipes, clamping, jointing of the pipe ends/ fittings/ valves by qualified personnel using approved electro- fusion techniques as per specification.</p>				
	<p>Installation / lowering the pipeline in trench to required depth as per PJS, Technical Specification & drawings, supply & placement of 0.5mm thk. HDPE Yellow colour warning mat over the pipeline along the complete route as per standard drawings, data sheets & technical specifications, padding around pipeline including padding material duly backfilling to its original condition with excavated earth, by watering & compaction & crowning. At certain specific area of ROU, trench shall be backfilled & compacted and shall be made ready for restoration & their Restoration shall be carried as per separate SOR item mentioned elsewhere in the SOR or to be done by Owner / concerned authorities/Institutions/customers. All tiles/slabs/curb stones etc removed during excavation shall be placed properly.</p>				

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	Installation and electro-fusion jointing of pipes with couplers & all types of PE fittings, saddles etc., valves including hook-up, wherever required and as directed by Engineer-in-charge.				
	Removal of dust and moisture by flushing suitable sections. Pneumatic testing, purging with nitrogen and commissioning as per specification and approved procedures providing all tools and tackles, nitrogen, instruments, manpower and other related accessories and as per the instructions of the Engineer-in-charge.				
	Final clean-up of right-of-use or area disturbed by contractor during their construction activities for laying of pipeline works and disposal of debris and surplus material to designated disposal areas and backfilling of trench and compaction of the same as per satisfaction of Land Owner as per the instructions of Engineer-in-charge.				
	Handing over the completed works to GGPL for their operation/ use, returning of all free issue surplus material to GGPL stores, reconciliation of free issue material area wise and obtaining "no objection certificate" from GGPL.				
	Preparation and submission of Daily progress report, Laying Graphs/ PE/ GI line cards on daily basis.				
	On completion of gas charging of pipelines. Preparation and submission of As-built drawings, crossings details, termination, utility graphs and deviation statements.				
	Submission of all documents required for contract closure in numbers as mentioned in contract.				
	Wherever, MDPE lines need to be laid along with Steel Pipelines or other foreign pipelines skin to skin distance of 500mm shall be maintained between outer surface of pipeline as per specification.				

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	Obtaining NOC from the concerned authorities after completion of work, work permits from authorities and completion of work as per the schedule.				
	Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified schedule duration .All the work shall be executed in accordance with the provision of the contract.				
a)	20mm dia PE 100 pipe (Assumed)	Meters	1000.00		
b)	32 mm dia. PE 100 pipe	Meters	1,000.00		
c)	63 mm dia PE 100 pipe	Meters	3,000.00		
d)	90 mm dia PE 100 pipe	Meters	3,000.00		
e)	125 mm dia PE 100 pipe	Meters	1,800.00		
	<u>Note:</u>				
i)	The lengths of pipelines are tentative.				
1.2	<p>Pipe Laying in built-up surface/ carpet roads/ Concrete Roads /Pavement/ foot path etc.,</p> <p>"Receiving and taking-over" as defined in the specification, handling, loading, transportation and unloading of Owner supplied PE 100SDR11 line pipes of all sizes (as free issue items) from Owner's designated place(s) of issue to Contractor's own stock-yard(s)/ Work Shop(s)/ work- site(s) including preliminary activities ,preparation of drawings, wherever required for crossing etc., carrying out inspection of company supplied PE pipes at the time of taking over providing insurance cover , including supply of accessories of all sizes & thickness</p>				

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	<p>like Bends, Couplers, Endcaps, Tee, PE Reducer, CS to PE Fittings, Saddle Tapping, Warning Mat etc.. Handling, Stringing/ uncoiling, aligning of the PE line pipe on the pipeline Right-of-Use/route , laying/ installation of PE line pipe along with required accessories as mentioned above as per specification wherever required depending on site condition including execution of all works; additional lands required for contractor's storage, fabrication, access for construction; procurement and supply of all materials(except Owner supplied materials), consumables, equipments, labour and other inputs,</p>				
	<p>carrying out all temporary, ancillary, auxiliary works required to make the PE pipeline ready for commissioning as per drawings, specifications, scope of work indicated in PJS and other provisions of Contract document and instructions of Engineer-in-charge, including but not limited to carrying out the following works:</p>				
	<p>Surveying of route and detours required at the time of execution including marking the same in topographical sheet, preparation of construction drawings showing survey details, and submit same to Owner for review / approval.</p>				
	<p>Preparation and getting approval of schedules, execution procedures, drawings/ sketches/ wherever required, making trial pits to determine the underground utilities/ services etc., restoration of the abandoned trial pits to original condition.</p>				
	<p>Staking and installation of construction markers, clearing, fencing, grubbing, cutting of trees, full filling all the requirements of various statutory/ environment authorities to the entire satisfaction of concerned authorities, grading of work area.</p>				

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	Grading the ROU, barricading the work area as per local authorities norms & to the entire satisfaction of Owner/ Engineer -in- charge., installation of safety signs.				
	Trenching to all depths by excavation in all types of soils including soft/ rocky strata and different type of pavement / footpath / bitumen carpet / concrete roads etc. excluding rock breaking, chiselling or otherwise cutting etc. as required and storing excavated soil, reusable materials at designated area as directed by Engineer in charge and to a width to accommodate the pipeline as per the relevant standard/ specification etc. [The minimum depth of the top of pipeline shall be 1.0m measured from top of pipeline coating to the top of undisturbed surface of the soil or as per Specification/ OISD - 226 & PNGRB latest guidelines whichever is higher]. Dewater of trenches if required as per site condition. Repairing of all damaged utilities if any, and payment of any compensation (if claimed by owner/other utility agencies)				
	Uncoiling/ stringing & aligning of PE pipes, clamping, jointing of the pipe ends/ fittings/ valves by qualified personnel using approved electro- fusion techniques as per specification.				
	Installation / lowering the pipeline in trench to required depth as per PJS, Technical Specification & drawings, supply & placement of 0.5mm thk. HDPE Yellow colour warning mat over the pipeline along the complete route as per standard drawings, data sheets & technical specifications, padding around pipeline including padding, backfilling to its original condition with excavated earth, watering, compaction & crowning. At certain specific area of ROU, trench shall be backfilled & compacted and shall be made ready for restoration & their				

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	Restoration shall be carried as per separate SOR item mentioned elsewhere in the SOR or to be done by Owner/concerned authorities/Institutions/ customers. All tiles/slabs/curb stones etc removed during excavation shall be placed properly. Roads, pavements, footpaths etc. to be made motorable wherever pipeline is laid.				
	Installation and electro-fusion jointing of pipes with couplers all types of PE fittings, saddles etc., valves including hook-up, wherever required and as directed by Engineer-in-charge.				
	Removal of dust and moisture by flushing suitable sections. Pneumatic testing, purging with nitrogen and commissioning as per specification and approved procedures providing all tools and tackles, nitrogen, instruments, manpower and other related accessories and as per the instructions of the Engineer-in-charge.				
-	Final clean-up of right-of-use or area disturbed by contractor during their construction activities for laying of pipeline works and disposal of debris and surplus material to designated disposal areas and compaction of the same as per satisfaction of Owner and / or as directed by Engineer-in-charge.				
	Maintaining the completed pipelines/ installation for any defect, failures during defect liability period (i.e. 12 months from date of completion of work).				
	Handing over the completed works to GGPL for their operation/ use, returning of all free issue surplus material to GGPL stores, reconciliation of free issue material area wise and obtaining "no objection certificate" from GGPL.				
	Preparation and submission of Daily progress report, Laying Graphs/ PE/ GI line cards on daily basis.				

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	On completion of gas charging of pipelines. Preparation and submission of As-built drawings, crossings details, termination, utility graphs and deviation statements.				
	Submission of all documents required for contract closure in numbers as mentioned in contract.				
	Wherever, MDPE lines need to be laid along with Steel Pipelines or other foreign pipelines skin to skin distance of 500mm shall be maintained between outer surface of pipeline.				
	Obtaining NOC from the concerned authorities after completion of work, work permits from authorities and completion of work as per the schedule.				
	Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified schedule duration .All the work shall be executed in accordance with the provision of contract.				
a)	20 mm Dia. PE 100 pipe	Meters	500.00		
b)	32 mm Dia PE 100 Pipe	Meters	500.00		
c)	63 mm Dia PE 100 pipe	Meters	600.00		
c)	90 mm Dia PE 100 pipe	Meters	100.00		
d)	125 mm Dia PE 100 pipe	Meters	60.00		
i	The rate shall include all the works of pipeline laying except the restoration of trenches with selected backfill materials as per the requirement and instructions of EIC for which separate payment shall be made as per SOR item 1.5				

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1.3	Pipe laying using manual moling technique (with casing) for PE pipe sizes of :				
	Excluding supply of all MDPE pipe (PE 100 SDR11 & 17.6), but Including supply of HDPE casing pipe, Couplers, fittings, End caps, jointing of both MDPE and HDPE pipes etc. as per the scope, drawings, specifications in the tender documents.				
	Survey of underground utilities, execution of the work as per specification, including excavation of pits moling with the hole size not exceeding 20% of the pipe dia, jointing and insertion of carrier pipe with casing pipe, testing & commissioning and restoration of the pits to original condition with tie- ins at both ends, submission of As-Built Graph as per specifications and the instruction of Engineer-in-charge.				
a)	20 mm /32 MM PE 100 carrier pipe (in 75 mm dia. HDPE Casing Pipe)	Meters	10		
b)	63 mm /125 MM PE 100 carrier pipe (in 180 mm dia. HDPE Casing Pipe)	Meters	500		
	Note: Payment will be done under this item for Road/Nallah/drain/service line crossing up to 12.0 meters length.				
	Note: Quoted Rate is inclusive of Carrier pipe and Casing Pipe				
1.4	Pipe laying using manual moling technique (without casing) for PE pipe sizes of :				
	Excluding supply of all MDPE pipe (PE 100 SDR11&17.6), but including supply of HDPE Casing pipe, Couplers, End caps etc. as per the scope, drawings, specifications in the tender documents.				

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	Survey of underground utilities, execution of the work as per specification, approved procedure, including excavation of pits moling with the hole size not exceeding 20% of the pipe dia, jointing and insertion of carrier pipe, testing & commissioning and restoration of the pits to original condition with tie-ins at both ends, submission of as-built graphs as per specifications and the instructions of EIC.				
a)	20 mm/ 32 mm PE 100 pipe	Meters	50.00		
b)	63 mm PE 100 pipe	Meters	400.00		
c)	125 mm PE 100 pipe	Meters	100.00		
	Note: Payment will be done under this item for Road/Nallah/drain/service line crossing up to 12.0 meters length.				
1.5	Restoration				
	Restoration of the roads, pavements, channels, footpaths, tiles, stones etc. to original condition including supply of the approved quality material required, as per local authorities specifications, norms etc., to the satisfaction of concerned local authorities/ land owners etc., as per the instructions of Engineer-in-charge.				
a)	Main Asphalted ROADS	Rm	100		
b)	Main Cement Concrete Roads	Rm	100		
c)	Tiles/ Paver/ Blocks/ Curb Stones, Red sand stone, including society roads-pavements/ drive ways etc .	Rm	300		
1.6	Excavation of Hard Rock:				
	Wherever hard rock encountered during excavation and can't be dismantled by excavators/JCB's and other methods. This rate shall be applicable for engaging Pneumatic rock breaking machine for removal of such rocks as and when required with prior approval of engineer-in Charge.	Cub.m	5		

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1.7	Installation of valve pit including supply of valves				
	All civil works including supply of all material including MDPE valves of extended stem, excavation of pit, piping supports including all PCC and RCC, Reinforcement steel, curing etc, for valves pit, pedestals with insert plates as required, sealing of pipe at valve pits, providing frame and heavy duty cover with frame and cover slab etc. and finishing, clean up.complete in all respects.				
a)	PE Valve 32mm dia	Nos.	10		
b)	PE Valve,63 mm dia	Nos.	30		
b)	PE Valve, 90 mm dia	Nos.	5		
c)	PE Valve 125 mm dia	Nos.	3		
1.8	Fabrication & Installation of Markers				
a)	RCC Route Markers				
	Supply, fabrication and installation of RCC route markers as per the attached drawings, along the route including all associated civil works such as excavation and construction in all types of soils, construction and pedestals and grouting with concrete, painting of markers with 2 coats of approved painting background and stenciling as per the directions of EIC.	Nos.	250		
2	PNG Connection to Domestic consumers				
2.1	Installation of Domestic connections				
	Supply of GI/ MS/ Concrete/PVC Sleeves etc., installation & Fixing of meters with associated inlet and outlet connections/ fittings, valves approved meter brackets and other supports by proper scaffolding/ grouting, Installation & Fixing of regulator with associated inlet and outlet connections/ fittings, valves approved regulator brackets and other supports by proper				

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	scaffolding/ grouting, Restoring the area to original complete as per specification. , GI line (along with installation of required accessories as mentioned above) of following sizes, including fabrication with supply of all materials (except Owner supplied materials), consumables, labour and other incidental works and handing over the same after return of the surplus pipes to the Owner's designated store; carrying out all temporary, ancillary, auxiliary works required to make the GI line ready for commissioning as per drawings, specifications etc.,				
	Scope of work indicated in PJS and other provisions of Contract document and instructions of Engineer-in-charge, including but not limited to carrying out the following works: Preparation and getting approval from GGPL of schedules, execution procedures, route sketches etc,. Finalization of optimum route with consent of customer from transition fitting to cooking oven/appliance				
	Making temporary but stable platforms/ scaffolding/ rope ladders and all other safety devices.				
	Installation of GI Pipes & Fittings, Valves etc. including NPT threading, painting as specified.				
	Supply & Fixing of approved clamps, Dowell Plugs with screws, grout material, suitable thread sealant i.e. Teflon Tape/ lock tight, drilling of holes through tiles/ wood/ marble/ Granite etc. jointing of PE to above ground service GI pipes, testing, purging with Nitrogen and commissioning of the complete installation as per specification.				
	Painting of entire length of pipe along with fittings as per specification & direction of EIC. Restoring the wall surface to origin condition.				

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	All above activities to be carried out as per specification to the complete satisfaction of consumer & as desired by Engineer-in-charge.				
	Handing over the completed works to GGPL for their operation/ use, returning of all free issue surplus material to GGPL stores, reconciliation of free issue material area wise and obtaining "no objection certificate" from GGPL.				
	Any other activity not mentioned/ covered, explicitly above, but otherwise required for satisfactory completion/ safety/ statutory/ maintenance of works shall also be covered under scope of work and has to be completed by contractor within specified schedule.				
a)	Providing domestic connection in new building/ apartment as per above from transition fitting (TF) to customers appliance valve, i.e ready for conversion (RFC) stage complete in all respects, testing and purging with nitrogen, commissioning and supply of suraksha hose pipe.	Nos.	500		
2.2	Cleaning and performing minor maintenance, greasing etc. of costumer appliance stove, testing/ showing performance to the customer ,signing of meter job cards (mjc) and instructing customer on use & safety norms, complete as per specifications & to satisfaction of Engineer-in- charge.				
	Supply & changing of nozzles/ jets and associated Knob controls for domestic & imported appliances with proper tools & tackles. Conversion of all types of LPG kitchen appliances to NG based appliances (per burner)	Nos.	1000		
2.3	Commercial/ industrial conversion Installation of Commercial Meter & regulator, including supply of Transition fittings, valves, saddles, couplers, clamps, GI or CC sleeves etc.,all for commercial/ industrial consumers. Restoring the area to original complete as per specification.	Nos.	2		

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2.4	Installation of Service Regulator :				
	Installation & Fixing of Service regulator with associated inlet and outlet connections/Transition fittings, valves, approved covered skid for regulator and other accessories, through proper trenching, Restoring the area to original condition, complete with civil works.	Nos.	20		
2.5	Supply of GI coated pipes of IS 1239 Heavy class (C Class) of 1/2 " nominal dia. (Plain ended) from approved vendors, including applying a coat of compatible Zinc primer and two coats of Synthetic enamel of approved shade as per specification.	Mtrs	1600		
3	<u>CIVIL WORKS</u>				
3.1	PCC 1:2:4				
	1 Cement : 2 Coarse sand : 4 stone aggregate 20mm nominal size.	M ₃	2		
3.2	PCC 1:4:8				
	1 Cement : 4 Coarse sand : 8 stone aggregate 40mm nominal size.	M ₃	2		
	(Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials, shuttering, earthwork in excavation and backfilling using approved earth in all conditions etc. with all bye works and sundry works.)				
3.3	Laying of Bricks in the trench during backfilling after laying the pipeline Providing single layer of Brick of 50 Class B / Concrete slabs in the trench above Warning Mat placed in trench over the laid pipeline as per OISD 226, standard drawing, specification and instruction of Owner. (Rate to include cost of all labour, tools, tackles, equipment, hire charges & supply of all materials, etc.) . The bricks will be laid perpendicular to the MDPE pipe, covering 300 mm width of trench and the length of the pipeline will be taken as the length of the bricks laid in the trench.	Mtrs	12,000		



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4	Laiasoning & Obtaining permissions/Statutory approvals:				
	The scope of work includes collection of site data, utilities data etc., from the concerned Govt. authorities. Co-ordination with Govt authorities having jurisdiction of roads/land for pipeline laying permissions, Awareness to General public, Preparation of drawings, route maps and other documents, submission of letters to authorities for permission, follow-up, Liasoning, obtaining permissions from the authorities for laying of pipe line. Preparation and submission of necessary documents, drawings, etc.	Mtrs	500		
5	EXTRA ITEMS				
EXT 1	Marketing activities for domestic PNG registrations				
	Collection of Rs 5000/- (Rupees five thousand only) towards interest free refundable security deposit from the customers in the breakup suggested by GGPL, along with submission of registration form (Hard & Scan copy) and all requisite KYC documents as per the scope of work attached as Annexure- II	Nos.	200		
					Total amount
					GST @%
					Grand Total including GST (Rs.)

Signature of the Bidder

Name:
Firm name :
With Seal
Date: