

TENDER NO: GGPL/KKD/C&P/SR2564/2019-20/07

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

## LIMITED DOMESTIC COMPETITIVE BIDDING

### Volume I of III BID DOCUMENT

FOR

LAYING OF UNDERGROUND PE PIPELINES AND ABOVE GROUND GI INSTALLATIONS INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR CITY GAS DISTRIBUTION PROJECT AT EAST & WEST GODAVARI DISTRICTS OF ANDHRA PRADESH

(TENDER NO: GGPL/KKD/C&P/SR 2564/2019-20/07 dt. 01.08.2019)

**DATE & TIME FOR PRE-BID MEETING:** 07.08.2019 at 1500 Hrs. (IST)

**DUE DATE & TIME FOR BID SUBMISSION** : 19.08.2019 at 1400 Hrs. (IST)

**DUE DATE & TIME FOR BID OPENING:** 19.08.2019 at 1500 Hrs. (IST)

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Website: [www.godavarigas.in](http://www.godavarigas.in)

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

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

Ref No: GGPL/KKD/C&amp;P/2564/2019-20/07

Date: 01.08.2019

To,

**PROSPECTIVE BIDDERS**

**SUB: LAYING OF UNDERGROUND PE PIPELINES AND ABOVE GROUND GI INSTALLATIONS INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR CITY GAS DISTRIBUTION PROJECT AT EAST & WEST GODAVARI DISTRICTS OF ANDHRA PRADESH**

Dear Sir/Madam,

- 1.0 Godavari Gas Private Limited herein after called GGPL invites bids from eligible bidders for the subject job/works, in complete accordance with the following details and enclosed tender documents.
- 2.0 The brief details of the tender are as under:

	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	Laying of Underground PE Pipelines And Above Ground GI Installations Including Last Mile Connectivity at Consumer End For City Gas Distribution Project At East & West Godavari Districts of Andhra Pradesh
A.	TENDER NO. & DATE	<b>GGPL/KKD/C&amp;P/2564/2019-20/07</b> <b>Date : 01.08.2019</b>
B.	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
C.	TYPE OF TENDER	LIMITED DOMESTIC TENDER
D.	CONTRACT PERIOD	<b>1 Year from date of LOA (Clause no. --- of SPECIAL CONDITIONS OF CONTRACT)</b>
E.	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) (Refer clause no.16 of ITB)	<b>APPLICABLE</b> <b>Rs. 9,32,800/-</b>
F.	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<b>From 01.08.2019 (15.00 Hrs, IST) to 19.08.2019 (14.00Hrs, IST) on following websites:</b>

		(i) GGPLs Tender Website <a href="http://www.godavarigas.in">http://www.godavarigas.in</a>
G.	PRE-BID MEETING	<b>07.08.2019 at 1500 Hrs. (IST)</b>
H.	UN-PRICED BID OPENING	<b>Date &amp; time: 19.08.2019/15:00 Hrs</b>
I.	CONTACT DETAILS	Name : A.Ramesh Naik, Designation: Chief Manager (C&P) Phone No. & Extn : 7661029777 e-mail : <a href="mailto:rameshna@gail.co.in">rameshna@gail.co.in</a>

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

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

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

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

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

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

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

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into

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consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

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

- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- ~~11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.~~
- 12.0 GGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of  
Godavari Gas Private Limited



(Authorized Signatory)

Name : A RAMESH NAIK  
Designation : Chief Manager (C&P).  
E-mail ID : [rameshna@gail.co.inn](mailto:rameshna@gail.co.inn)  
Contact No. : 7661029777

**DO NOT OPEN - THIS IS A QUOTATION**

*Bid Document No.* : .....

*Description* : .....

*Due Date & Time* : .....

*From:* *To:*

.....	.....
.....	.....

*(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

#### 1.0 TECHNICAL CRITERIA:

The bidder must have executed at least one contract/works of domestic PNG networks including laying of MDPE & GI pipes for a value not less than Rs. 2 Crore during the last 7 (seven) years reckoned from the final bid opening. In case of the multiple orders issued against the same tender/contract, the cumulative executed value shall be considered.

Note:

- i) In case, bidder is executing a contract of above nature which is still running and the contract value executed till one day prior to the due date of submission of bid is equal to or more than the minimum prescribed value as mentioned above, such experience will also be taken into consideration. For this also the minimum executed value in a single contract will be as prescribed above.
- ii) A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC

#### 2.0 FINANCIAL CRITERIA:

- A. The **Annual Turnover** of the bidder should be at least **INR 1.764 Crore** in any one of the preceding three financial years.
- B. The bidder must have **POSITIVE Net Worth** as per the last audited annual financial result.
- C. The bidder should have **Working Capital** of minimum value **INR 35.29 lakhs** as per the last Audited Financial Year.

In case the bidder emerges as L1 bidder, Two Contracts shall be awarded subject to fulfilling of Cumulative Financial Criteria.

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

**Annual Turnover-** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate

three preceding financial years are not available, the bidder has an option to submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30<sup>th</sup> Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three preceding financial years.

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

### **3.0 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:**

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

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

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

### **3.1 AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC):**

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

- 3.1 (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.

- 3.1 (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.

**4.0 EVALUATION METHODOLOGY AND COMPARISON OF BIDS:**

- a. The bids shall be evaluated based on the variation in percentage of increase or decrease on the total estimate. The bidder should quote only percentage increase/decrease on the GGPL estimate. The contractor shall not be allowed to quote individual line items rather the quote should be on overall basis.
  - i. GGPL will declare the estimated value of the MDPE Pipeline laying / GI installation work including end consumer connectivity for providing 3000 PNG Connectivity’s in each of the identified Cities / Towns in the GAs of East & West Godavari districts (Rajahmundry, Amalapuram, Bhimavaram, Tadepalligudem, Eluru, Tanuku, Tuni, Nidadavole/ kothapeta/ Ravulapalem, Draksharamam/ Mandapeta/ Ramachandrapuram, Narasapur/ Palakollu etc.)
  - ii. Bidders will have to submit their financial offer as % increase / decrease on the overall estimate value of 3000 PNG Connectivities.
  - iii. Multiple Contracts (About 10 Nos.) of 3000 Connectivity’s each are envisaged to be awarded in this tendering. The overall evaluated price of the L1 bidder among the qualified bidders shall be considered for offering to L2, L3 .... bidders to match the price; starting from L-2 bidder followed by L-3, L-4...bidders and so on till requisite nos. of bidders are selected. The L-1 bidder shall be awarded two contracts there after one contract shall be awarded to each bidder who matches the L-1 bidder price.
- b. The contractor should not quote more than 10% of the estimates. All bids with premium more than 10% shall be rejected. However, there is no restriction on the discount side.
- c. Evaluation shall be carried out on overall basis for the complete scope of work.
- d. The lowest evaluated bidder’s rate (L-1 rate) shall be considered for award and these rates will be offered to L-2, L-3, L4 bidders & so on for their acceptance to match with L1 rates. If any bidder refuses to match with L-1 rates then same will not be considered for further evaluation and award.
- e. In case, the number of qualified bidders is more than specified/required, then additional contractors shall be empaneled and shall be considered for award of contract on need basis only.
- f. Price Bids of technically and commercially qualified bidders shall only be opened.
- g. The contractor has to note that the rates quoted by the bidder are applicable for all GAs of East & West Godavari districts.

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- h. The decision of GGPL EIC regarding allocation of the work/location/area is final and binding on the contractor.
- i. In case of tie between bidders, bidder having higher turnover in the preceding financial year shall be considered as L1.

**SECTION-III**

**INSTRUCTION TO BIDDERS**

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

**SECTION-III**

**INSTRUCTION TO BIDDERS**

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

**[A] – GENERAL**

**1 SCOPE OF BID**

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

**2 ELIGIBLE BIDDERS**

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

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

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

It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is put on 'Holiday' by GAIL/ GGPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due



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date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

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

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

- 2.7 Power of Attorney:

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

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

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

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

- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.
- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by GAIL / GGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

**4 ONE BID PER BIDDER**

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

4.2 Alternative Bids shall not be considered.

**5 COST OF BIDDING & TENDER FEE**

**5.1 COST OF BIDDING**

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

**5.2 TENDER FEE: VOID**

**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]  
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Forms & Format
- Section-IV : Technical specifications

- Section-V : Special Conditions of Contract [SCC]
- Section-VI : General Conditions of Contract [GCC]
- Section-VII : Schedule of Rates

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

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

## **8 CLARIFICATION OF BIDDING DOCUMENTS**

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

## **9 AMENDMENT OF BIDDING DOCUMENTS**

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

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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
- (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. GPL 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 be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in 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 its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.
- 13 **GST (CGST & SGST/UTGST or IGST)**
- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GGPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/State Government agency brings to the notice of GGPL that the



Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

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

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

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

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

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

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

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

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

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

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

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

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

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

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

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to GGPL for any reason which is not attributable to GGPL, then GGPL

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

**13.10 Anti-profiteering clause**

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

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

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

**14 BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

**15 BID VALIDITY**

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

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

**16 EARNEST MONEY DEPOSIT**

16.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in

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

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

- 16.2 The EMD is required to protect GGPL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 GGPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GGPL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
  - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
    - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"

- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

- 16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

**17 PRE-BID MEETING (IF APPLICABLE)**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GGPL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

**18 FORMAT AND SIGNING OF BID**

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

**19 ZERO DEVIATION AND REJECTION CRITERIA**

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GGPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

**20 E-PAYMENT**

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

**[D] – SUBMISSION OF BIDS**

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

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

**22 DEADLINE FOR SUBMISSION OF BIDS**

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

**23 LATE BIDS**

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

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

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

**24 MODIFICATION AND WITHDRAWAL OF BIDS**

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

**24.1.1 IN CASE OF E-TENDERING**

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

**24.1.2 IN CASE OF MANUAL BIDDING**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal 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 1/5<sup>th</sup> 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 1/5<sup>th</sup> of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

**34 PURCHASE PREFERENCE**

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

**[F] – AWARD OF CONTRACT**

**35 AWARD**

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

**36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

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

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

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

**37 SIGNING OF AGREEMENT**

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

37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS)only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor

to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

**38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

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

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

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

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

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

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

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

39.2 The Fraud Prevention Policy document is available on GAIL's website ([www.gailonline.com](http://www.gailonline.com))

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

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

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

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

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

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

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

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

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

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

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

- 40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :
- Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
  - If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

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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](http://www.gailonline.com) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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 / GGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/ GGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

**B.2 Irregularities noticed after award of contract**

**(i) During execution of contract:**

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

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

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

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

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

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

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

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

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

**B.2.2 Period of Banning**

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

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

**C Effect of banning on other ongoing contracts/ tenders**

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
  - C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
  - C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
  - C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

**D. Procedure for Suspension of Bidder**

**D.1 Initiation of Suspension**

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

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

**D.2 Suspension Procedure:**

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

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

**D 3 Effect of Suspension of business:**

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
  - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.



- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/ GGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

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

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

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

1.0 **OBJECTIVE**

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

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

2.0 **METHODOLOGY**

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

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

ii) **Measurement of Performance**

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

iii) **Initiation of Measures:**

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

iv) **Implementation of Corrective Measures:**

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

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

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

#### 3.1 FOR PROJECTS

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

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

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

A) Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

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

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

**6.0 EFFECT OF HOLIDAY**

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

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

6.3. Effect on other ongoing tendering:

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

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

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

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

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

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

10. **ERRANT BIDDER**

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

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

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

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

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

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

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

**1.2 QUALITY PERFORMANCE 40 Marks**

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

i) Rejection/Defects	Marks to be allocated on 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 $\leq 2$	2 marks
	3. No. of deviations $> 2$	0 marks

**1.3 RELIABILITY PERFORMANCE 20 Marks**

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

**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:

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**Instructions for allocation of marks (For O&M)**

1. Marks are to be allocated as under :

**1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

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 $\leq 2$	2 marks
	3. No. of deviations $> 2$	0 marks

**1.3 RELIABILITY PERFORMANCE****20 Marks**

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

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

<b>A. GENERAL</b>	
<b>ITB clause</b>	<b>Description</b>
<b>1.2</b>	The Invitation for Bids/ Tender no is : <b>GGPL/KKD/C&amp;P/SR 2564/2019-20/07</b>
<b>1.1</b>	The Employer/Owner is: <b>Godavari Gas Private Limited, Rajahmundry</b>
<b>2.1</b>	The name of the Works/Services to be performed is: <b>LAYING OF UNDERGROUND PE PIPELINES AND ABOVE GROUND GI INSTALLATIONS INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR CITY GAS DISTRIBUTION PROJECT AT EAST &amp; WEST GODAVARI DISTRICTS OF ANDHRA PRADESH</b>
<b>3</b>	<b>BIDS FROM CONSORTIUM/JOINT VENTURE : NOT APPLICABLE</b>
<b>5.2.1</b>	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <i>Godavari Gas Private Limited</i> payable at Rajamahendravaram, E.G Dist Andhra Pradesh
<b>B. BIDDING DOCUMENT</b>	
<b>ITB clause</b>	<b>Description</b>
<b>8.1</b>	For <b><u>clarification purposes</u></b> only, the communication address is: Attention: A. Ramesh Naik, CM (C&P) Andhra Pradesh Gas Distribution Corporation, Street Address: Door No. 70-14-5/1, Floor/Room number:Siddarth Nagar, Near RTO office, City: Kakinada- 533003, East Godavari Dist., Andhra Pradesh, Country: India Email: <a href="mailto:rameshna@gail.co.in">rameshna@gail.co.in</a>

### C. PREPARATION OF BIDS

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

### D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
<b>18</b>	In addition to the original of the Bid, the number of copies required is one.
<b>22</b>	The E-Tender No. of this bidding process is: <b><u>Not applicable</u></b>
<b>22.3 and 4.0 of IFB</b>	For <b><u>bid submission purposes</u></b> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: A. Ramesh Naik, CM (C&P) Andhra Pradesh Gas Distribution Corporation, Street Address: Door No. 70-14-5/1,

	Floor/Room number: Siddarth Nagar, Near RTO office, City: Kakinada- 533003, East Godavari Dist., Andhra Pradesh, Country: India Email: <a href="mailto:rameshna@gail.co.in">rameshna@gail.co.in</a>
26	<b>The bid opening shall take place at:</b> <b>Godavari Gas Private Limited</b> Attention: A. Ramesh Naik, CM (C&P) Andhra Pradesh Gas Distribution Corporation, Street Address: Door No. 70-14-5/1, Floor/Room number:Siddarth Nagar, Near RTO office, City: Kakinada- 533003, East Godavari Dist., Andhra Pradesh, Country: India Email: <a href="mailto:rameshna@gail.co.in">rameshna@gail.co.in</a> <b>Date: 19.08.2019 / Time: 15:00 Hrs</b>
<b>E. EVALUATION, AND COMPARISON OF BIDS</b>	
<b>ITB clause</b>	<b>Description</b>
32	Evaluation Methodology is mentioned in Section-II.
33	Compensation for Extended Stay: <b>NOT APPLICABLE</b>
40	Public Procurement policy for Micro and Small Enterprises: <b>NOT APPLICABLE</b>
50	Provisions for Start-Ups: <b>NOT APPLICABLE</b>
<b>F. AWARD OF CONTRACT</b>	
<b>ITB clause</b>	<b>Description</b>
37	State of which stamp paper is required for Contract Agreement: <b>Andhra Pradesh</b>
38	Contract Performance Security/ Security Deposit : <b>Applicable</b> If applicable: <b>10 % of contract value.</b>
40	Whether tendered item is non-split able or not-divisible : <b>NO</b>
41	Provision of AHR Item : <b>Applicable</b>
<b>Clause no. 27.3 of GCC</b>	Bonus for Early Completion: <b>Not Applicable</b>



# **FORMS & FORMAT**

**LIST OF FORMS & FORMAT**

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

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

To,  
M/s GGPL  
Rajahmahendravaram

TENDER NO:

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

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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:  
Date:

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

**F-2**  
**BID FORM**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:  
TENDER NO:

Dear Sir,

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

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

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

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

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

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

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

**F-3**  
**LIST OF ENCLOSURES**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

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:  
Date:

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

TENDER NO: GGPL/KKD/C&P/SR2564/2019-20/07

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**FORMAT F-4**  
**PROFORMA OF "BANK GUARANTEE"**  
**FOR "EARNEST MONEY / BID SECURITY"**  
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

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

**Dear Sir(s),**

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

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

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

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

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

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(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 alongwith documentary evidence.



**F-5**  
**LETTER OF AUTHORITY**

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

Ref:  
To,  
M/s Godavari Gas Private Limited  
Rajahmahendravaram

Date:

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  
Rajahmahendravaram

SUB:  
TENDER NO:

**Dear Sir,**

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

Place:  
Date:

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

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

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:

TENDER NO:

**Dear Sir,**

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-8**  
**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:  
TENDER NO:

**Dear Sir,**

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

To,  
M/s Godavari Gas Private Limited  
Rajahmahendravaram

**Dear Sir(s),**

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

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

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

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

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

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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

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

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

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**F-10**  
**AGREED TERMS & CONDITIONS**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:

TENDER NO:

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

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



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<b>Sl.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
	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 along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GGPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-11**  
**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:  
TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code: .....

Telephone Number : .....

Fax Number : .....

Contact Person : .....

E-mail Address : .....

Mobile No. : .....

Date : .....

Seal/Stamp : .....

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

Reasons for non-submission of bid:

---

Agency's Name : .....

Signature : .....

Name : .....

Designation : .....

Date : .....

Seal/Stamp : .....

TENDER NO: GGPL/KKD/C&P/SR2564/2019-20/07

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**F-12**  
**UNDERTAKING ON LETTERHEAD**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**TENDER NO: GGPL/KKD/C&P/SR2564/2019-20/07**

**F-13**  
**BIDDER'S EXPERIENCE**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

SUB:

TENDER NO:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**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		<del>XXXXXXXXXX</del>
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.		<del>XXXXXXXXXX</del>
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		

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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:



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**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  
-----  
-----  
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Dear Sir,

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

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

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

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

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp

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

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

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

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

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

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

***\*Refer Instructions***

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

**Instructions:**



**TENDER NO: GGPL/KKD/C&P/SR2564/2019-20/07**

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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.

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**F-17**

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

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

**CONSORTIUM/JV AGREEMENT**

**TENDER NO: GGPL/KKD/C&P/SR2564/2019-20/07**

**F-18**

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s Godavari Gas Private Limited  
Rajahmahendravaram

Sub :

Tender No :

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

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

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

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

**TENDER NO: GGPL/KKD/C&P/SR2564/2019-20/07**

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**F-19**

**E-Banking Mandate Form**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-20  
INTEGRITY PACT

**INTRODUCTION:**

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

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

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

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

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

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

- iii) If it makes any payment to any Godavari Gas associate.
- f) The Counterparty shall not make any false or misleading allegations against Godavari Gas or its associates.

**II VIOLATIONS & CONSEQUENCES:**

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

**INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

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

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

ANNEXURE-2

**INTEGRITY PACT**

(To be executed on plain paper)

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

**AND**

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

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

**PREAMBLE**

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

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

**Section 1 – Commitments of the Principal**

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

person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

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

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

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



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2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

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

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

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

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

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

#### **Section 5 – Previous transgression**

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor

which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

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

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

information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the Godavari Gas.

12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

**Section 9 – Pact Duration**

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

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

**Section 10 – Miscellaneous provisions**

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

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

Date -----

-----  
(Name &  
For the

Witness 1: -----

Witness 2: -----

**F-21**  
**INDEMNITY BOND**

WHEREAS Godavari Gas Private Limited. (hereinafter referred to as “GGPL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at D. No.: 85-06-23/2,2nd Floor, Above Happy Home Furniture Shop, 40th Ward, Morumpudi Junction, Rajahmendravaram – 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.

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

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

AND THE CONTRACTOR hereby further agrees with GGPL that:

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

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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**

**JOB & TECHNICAL SPECIFICATIONS**

**ATTACHED AS VOLUME –II & III**  
**OF THIS TENDER DOCUMENT**



# **SECTION – V**

## **SPECIAL CONDITIONS OF CONTRACT**

### **(SCC)**

ANNEXURES TO SCC

CONTENTS

Annexure-1	:	Scope of Work
Annexure-2	:	Scope of Supply
Annexure-3	:	Time Schedule
Annexure-4	:	Measurement of Work
Annexure-5	:	Terms of Payment
<del>Annexure-6</del>	<del>:</del>	<del>Voids</del>
Annexure-7 material	:	Conditions for issue & reconciliation of
Annexure-8	:	Construction equipment to be deployed
Annexure-9	:	Schedule of Labour Rate
Annexure-10	:	Schedule of Equipment Hourly Rental Rate

**GENERAL INFORMATION:**

The special conditions of contract shall be read in conjunction with the general conditions of Contract, schedule of rates, scope of work and any other document forming part of contract, wherever context so requires. Notwithstanding, the sub-divisions of the documents into separate sections every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so. Where any portion of the

Special conditions of the contract (SCC) is repugnant to or at variance with any provision of the general conditions of the contract then unless a different intention be deemed to override the provisions of the general conditions of contract (GCC) only to the extent such repugnance or variations if the SCC as are not possible of being reconciled with the provisions of the GCC. In Case of any contradictions the decision of the Engineer-In-Charge will be final and binding on the contractor.

## SCOPE OF WORK

### (ANNEXURE-1 TO SPECIAL CONDITIONS OF CONTRACT)

#### 1.1 PROJECT DESCRIPTION

Godavari Gas Pvt. Limited, a JV company of M/s APGDC and M/s HPCL, is engaged in development of CNG & City Gas Distribution Networks (CGDN) in Geographical Areas in East and West Godavari Dist. for distribution of CNG and PNG to various consumer segments.

Presently, Godavari Gas is planning to implement CNG & City Gas Distribution Network (CGDN) to supply Natural Gas to domestic, Commercial, Industrial and Automobile Consumers in the towns of Rajahmundry, Amalapuram, Bhimavaram, Tadepalligudem, Eluru, Tanuku, Tuni, Nidadavole/Kothapeta/Ravulapaem, Draksharamam/Mandapeta/Ramachandrapuram, Narsapur/Palacollu in the Geographical Area (GA) of East and West Godavari Dist..

This tender deals with the Laying, testing and commissioning of underground medium density Polyethylene (MDPE) pipelines of size 125/90/63/32/20mm OD including PE/GI, PE/Steel transition fitting & installation of GI/Cu pipelines for Piped Natural Gas supply to domestic / commercial consumers in GA of East & West Godavari Districts.

#### 1.2 SCOPE OF WORK

The scope of work involves providing Piped Natural Gas connections to the 30,000 nos. of Domestic consumers within 10 Towns/areas of the Geographical Area (GA) of East & West Godavari Dist. Contract scope will be for 3000 nos PNG connections in each area/town.

The scope of work covers laying of underground MDPE as well as above ground GI Pipe laying work. For laying MDPE, the scope covers making of routing drawing, getting approval from GGPL, laying, testing and commissioning of underground medium density Polyethylene (MDPE) service pipelines of various sizes from 125 mm OD to 20mm OD from the nearest PE network branch line for end point consumers of Piped Natural Gas (PNG) in 10 Towns. All materials except MDPE pipes, Meter and Regulators shall be procured by the contractor as indicated in SOR.

The laying of both MDPE pipelines and GI piping works is required to be carried out all 10 Towns including inside premises of apartments and buildings. Gas connectivity through MDPE line for individual houses is also to be carried out by the contractor. Providing connection for commercial consumers is also included in the scope.

For the last mile Connectivity through aboveground GI piping work, the scope includes making

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routing drawing, obtaining approval of GGPL, supply & installation of above ground GI pipes, Meters & Regulators (both free issue items), copper pipe , isolation and appliance valve , all fittings etc., and testing of the total installation. Commissioning of the total installation will also be carried out by the contractor whenever gas is available. Providing natural gas for buildings using LPG Reticulate system may be required. For such cases, existing available network may be required to be used for distributing natural gas in place of LPG. The necessary modifications in this respect and replacement of Meters & Regulators are also included in the scope.

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# SCOPE OF SUPPLY

## (ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT)

### 1.0 SCOPE OF SUPPLY

#### 1.1 Owner's Scope of Supply (Free Issue Item)

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 GGPL. 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 within the GAs of East & West Godavari Districts.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as **Annexure-7** to Special Conditions of Contract.

#### 1.2 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 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.

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## **TIME SCHEDULE**

### **(ANNEXURE-3 TO SPECIAL CONDITIONS OF CONTRACT)**

**Name of Work:**

**LAYING OF U/G PE PIPE LINES & ABOVE GROUND GI INSTALLATIONS INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END AS DETAILED IN SOR FOR CITY GAS DISTRIBUTION PROJECT IN EAST & WEST GODAVARI GAS**

**Time of Completion:**

**ONE year** from date of issue of Fax/Letter of intimation and extendable up to 6 months under same rates & terms & conditions.

The above time schedule is inclusive of mobilization period. The mobilization is to be done within two weeks of time or as directed by EIC.

**Note:**

1. The time of completion shall be reckoned from the date of award of contract, which shall be the date of issue of letter/ Fax of Intent.
2. The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.
3. It should be noted that the period of construction given above includes preparation of drawings (if required), procurement and supply of materials including their inspection & testing, mobilization at site, construction, laying, fabrication, erection inspection, any re-working, re-routing, testing, rectification (if any), pre-commissioning, commissioning and demobilization works etc. complete in all respects to the entire satisfaction of Owner/ Engineer-in-charge.

**(STAMP & SIGNATURE OF BIDDER)**

## MEASUREMENT OF WORK

### (ANNEXURE-4 TO SPECIAL CONDITIONS OF CONTRACT - TECHNICAL)

#### 1.0 GENERAL

1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.

1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on "Approved for Construction" drawings, to be the extent that the work conforms to the drawings and details are adequate.

1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.

1.4 Measurements of weights shall be in kg or metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.

1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.

1.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steelwork shall be deemed to include the same.

1.7 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.

1.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.

- i) Weight : MT or Kg
- ii) Length : M (Meter)
- iii) Number: No.
- iv) Volume: Cu.M
- v) Area : Sq.M

#### 2.0 PIPING

2.1 Length of pipes shall be measured along the curvilinear centre of the pipelines laid/installed and shall include all types of fittings, bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

#### 3.0 FOR PIPELINE CROSSINGS BY HDD (if required) / BORING / MOLING METHOD

Payment shall be made as specified in SOR, PJS and Technical Specification.



# TERMS OF PAYMENT

## (ANNEXURE-5 TO SPECIAL CONDITIONS OF CONTRACT)

### 1.0 TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Owner's representative fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative.

Payments made by owner to the contractor for any part of the work shall not deemed as an acceptance of the work by the Owner.

Payment shall be made as per the following terms:

#### **For SOR item 1.1& 1.2 (PE PIPE Laying)**

70%	After completion of trenching, lowering, jointing of pipeline, back-filling, compaction and clean-up for the complete stretch as per the scope of work
15%	Pneumatic Testing of network & nitrogen filling and pre-commissioning of the system
5%	Commissioning of the network with gas-in
10%	Submission of as-built drawings and material reconciliation and final bill

#### **For SOR item 2.0 (MDPE Pipe with cover less than 600mm)**

70%	After completion of trenching, lowering, jointing of pipeline, back-filling, compaction and clean-up for the complete stretch as per the scope of work
15%	Pneumatic Testing of network & nitrogen filling and pre-commissioning of the system
5%	Commissioning of the network with gas-in
10%	Submission of as-built drawings and material reconciliation and final bill

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**For SOR item 3.0 (Excavation beyond 1.5m and up to 3.0 m) and item no. 6.0 (Construction of valve Pit), item no. 09.0 (PCC), item no.10.0 (Brick laying):**

95%	After completion of individual work activity.
5%	Submission of as-built drawings and final bill.

**For SOR item 4.0 (Restoration):**

85%	After completion of work.
15%	Submission of as-built drawings and final bill.

**For SOR item 5.0 (PE Valve):**

90%	Upon complete supply and installation of item and all associated works, Testing and commissioning.
10%	Submission of as-built drawings and final bill.

**For SOR item 7.0 (Warning Plate markers), item no.08.0 (GI Sleeves), item no. 14.0 (SR Box):**

90%	Upon complete supply and installation of item and all associated works.
10%	Submission of as-built drawings and final bill.

**For SOR item 11.1 (GI Piping), item no. 12.1(Copper Piping), item no. 13.0 (Isolation Valve):**

85%	Upon complete supply and installation of item and all associated works.
10%	Testing of installations
5%	Submission of as-built drawings and material reconciliation and final bill

**For SOR item 11.2 (GI Piping Commissioning):**

95%	Upon commissioning.
10%	Submission of as-built drawings and final bill.

**For SOR item nos. 12.2, 12.3, 12.4&12.5 (Meters & Regulators):**

90%	Upon complete installation of item and all associated works.
10%	Submission of as-built drawings, material reconciliation and final bill.

**For SOR item 15.0 (Handed Over Buildings):**

85%	Upon complete installation of item and all associated works.
10%	Upon completion of testing
5%	Submission of as-built drawings and final bill

**For SOR item 16.1(LPG Reticulate):**

85%	Upon complete installation of item and all associated works.
10%	Upon completion of testing
5%	Submission of as-built drawings, material reconciliation and final bill

**For SOR item no. 17.0**

90%	Completion of the work in all respects and submission of documentary proof to GGPL & after scrutiny by the Marketing department of GGPL
10%	After successful completion of entire works and handing over, submission of final documents and closure of contract

**For SOR item no. 11.3**

90%	Conversion of all types of LPG kitchen appliances to NG based appliances, Completion of the work in all respects and submission of documentary proof to GGPL.
10%	After successful completion of entire works and handing over, submission of final documents and closure of contract.

**For SOR item no. 18.0**

90%	Completion of the work in all respects and submission of documentary proof to GGPL
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10%	After successful completion of entire works and handing over, submission of final documents and closure of contract
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**Note:** Further breakup of each activity for the payment purpose can be done depending upon the site situation/requirement after due approval from GGPL / Consultant.

**3. Payment Methodology**

- I. The Contractor shall raise invoices on fortnightly basis. Bidder shall enclose all documents as per checklist issued by GGPL/ MECON including during Kickoff meeting
- II. The payment of the contractor will be released within 30 days from the date of receipt of complete invoice as per terms and condition of the contract.
- III. Employer will release payment through e-payments only as detailed in bidding document.
- IV. All payments against running bills are advance against the work and shall not be taken as Final acceptance of work / measurement carried out till the final bill.
- V. Further break-up of Lumpsum Prices, if deemed necessary, for any progressive payment of individual item may be considered for approval after such proposal with due details for such requirement is put forward by the contractor.
- VI. Bills shall be raised by contractor in line with check list attached in Tender document.

**CONDITIONS FOR ISSUE AND RECONCILIATION  
OF MATERIAL**

**(ANNEXURE-7 TO SPECIAL CONDITIONS OF CONTRACT)**

**1.0 CONDITIONS FOR ISSUE OF MATERIALS**

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable.

- 1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.
- 1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 1.3 The contractor shall bear all other cost including lifting, carting from issue points to work site/ contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.
- 1.4 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.
- 1.5 For Free Issue material, the scope covers receiving and transporting to a distance up to 60 km from Client's store i.e. anywhere in the Geographical Areas of East & West Godavari districts.

**1.6 Reconciliation of Owner supplied materials**

1.6.1 Every month, the contractor shall submit an account for all materials issued by Owner in the pro-forma prescribed by the Engineer-in-charge. On completion of the work the contractor shall submit "Material Appropriation Statement" for all materials issued by the Owner in the pro-forma prescribed for the project.

Waste materials like part lengths of pipes and other partly used items are the property of GGPL and must be returned to the store with the appropriate documentation so that they can be considered as part of the material reconciliation.

<b>Item</b>	<b>Unaccountable</b>	<b>Scrap</b>
Regulators	0%	0%
Meters	0%	0%
PE Pipes	2%	2% (less than 2 Mtr.)

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Consumables (free issue, if any)	Discretionary	
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\* In case supplied by Owner

Unaccountable wastage/ scrap shall be at actual as per site assessment subject to maximum as stated above.

The percentage allowance shall be accounted on the basis of final measurement book.

1.6.2 All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard(s). In case the Contractor fails to do so/ or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 125% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment/ weight/ measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials.

1.6.3 Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

## CONSTRUCTION EQUIPMENT TO BE DEPLOYED

### (ANNEXURE-8 TO SPECIAL CONDITIONS OF CONTRACT)

S. No.		Min. Qty. to be deployed
1	Electro-fusion machine with Bar Code and control box with leads	1
2	Moling Equipment	As required
3	PE Squeeze Tools for 20mm to 125 mm Pipes	1
4	Universal pipe scrapper 20mm, 32mm, 63 mm, 90mm, 125 mm / hand scrappers	1
5	Tapping tools for PE service tees	1
6	PE pipe cutter/ Guillotine	1
7	Gas detection equipment, wherever required	As required
8	Cable and pipe locator	As required
9	PE closure plugs/ test ends for 20mm / 32mm/ 63mm / 90mm / 125mm pipes	As required
10	Towing heads	As required
11	Pipe alignment clamps, jointing of elbow, tee, top loading clamps for top tee	1
12	Jumping Jack compactor	As required
13	Roller for asphalting	As required
14	Water tanker	As required
15	Hammer Drill	1
16	Power Generator 2.5 kVA	1
17	Piston Drill	As required
18	Conversion Kit	As required
19	Pneumatic Test Pumps	1
20	Die sets for thread preparation	1
21	Soldier Torch	1

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22	Cleaning pads	1
23	Cleaning Brush	1
24	Lacquer and thinner	As required
25	Voltage Stabilizer	1
26	Calibrated Pressure Gauge (0-6 Bar)	2

**Notes:**

1. The contractor shall plan for deployment of the above equipment and deploy it progressively in such a manner that the working at site does not get hampered due to shortage of equipment.
2. Any other equipment required for completion of pipeline laying work but not specifically mentioned hereinabove, shall be deployed by the contractor without any additional cost to Owner. Contractor shall deploy above mentioned equipment in good working condition.
3. Mobilization shall be considered complete only after equipment having quantity specifically mentioned hereinabove (in the min. qty. to be deployed column), are made available at site in good working condition as verified by EIC.

\* Number of equipment indicated hereinabove is a minimum requirement, however for completion of job, if additional equipment is required, same shall be deployed by the contractor at site without any additional cost to Owner.

\_\_\_\_\_  
**(SIGNATURE OF BIDDER)**



## SCHEDULE OF LABOUR RATES

### (ANNEXURE-9 TO SPECIAL CONDITIONS OF CONTRACT)

1. The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit, insurance, transportation and travel time.
2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.
3. The normal time labour rates shall apply for all hours worked up to eight (8) hours in a day and the payment for part of the day shall be made on pro-rata basis.

S. No.	Classification	Rates per day (INR)
1	Engineer	1360
2	Surveyor Foreman	1160
3	Pipe Fitter	960
4	Pipe Welder	1350
5	Gas Cutter	680
6	Grinder	580
7	Mason	690
8	Plumber	690
9	Carpenter	690
10	Painter	770
11	Electrician	770
12	Cable Jointer	575
13	Instrument Technician	770
14	Rigger	575
15	Watchman/Helper	460
16	Concrete Mixer Operator	460
17	Heavy Machine Operator	770
18	Fusion Operator / Jointer	500

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19	Supervisor	760
20	Unskilled worker	460

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**(SIGNATURE OF BIDDER)**

**NOTE:** Above rates are final and Bidder has to sign only without deviation. The recovery rates shall be the rates provided above plus 20% (twenty percent).

# EQUIPMENT HOURLY RENTAL RATES FOR EXTRA WORKS

(ANNEXURE-10 TO SPECIAL CONDITIONS OF CONTRACT)

S. No.	Equipment Description	Hourly Rental Rates including consumables (INR)
1	Excavator	8000
2	Moling machine	12000
3	Compressors 300 CFM	7000
4	Compressors Above 300 CFM	15000
5	Dewatering Pumps	1000
6	Fusion Jointing Machine	1000
7	Diesel operated power generators 62.5 kVA to 200 kVA	3000
8	Gas cutting set with cylinders	1500
9	Trucks	4000
10	Car/Jeep	2000
11	Tractor with trolley	4000
12	Tripod with 5 Tons Chain Pulley Block	700
13	Pipe Trailor (FB/ Semi Low Bed)	10000
14	Dumper	11000
15	HDD machine	40000
16	Pneumatic Rock Breaker	4000

**NOTES:**

- 1) Rates are final and Bidder has to sign only without deviation.
- 2) Rates are inclusive of operators / drivers as applicable
- 3) Rates are inclusive of contractor's overhead & profit
- 4) The recovery rate shall be the rates provided above plus 20%.

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## ANNEXURE-11

### Temporary Works

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, temporary drains at the work site, preparing approaches to working areas, wherever required, for execution of the work, shall be the responsibility of Contractor.

### Temporary Fencing

The Contractor shall, at his own costs and expenses, erect and maintain in good condition temporary fences and gates along the boundaries of the site assigned to him wherever required as per instruction of Engineer-in-charge. Wherever trenching is being done specially at crossing site near habitation and public movement. The contractor shall provide barricading as per sketch enclosed and provide proper night light as per requirement and to the satisfaction of EIC. The Contractor shall, except when authorized by the Engineer-in-Charge, confine his men, materials and plant etc. within the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with the works unless prior written permission or consent of the Owner/Engineer-in-Charge has been obtained. Access to site shall be made only through the approved gateways. The Contractor shall maintain sufficient watchmen at site to the satisfaction of the Owner/Engineer-in-Charge.

### Contractor's Temporary Structure

The Contractor may, at his own costs and expenses and subject to the approval of the Engineer-in-Charge and statutory authorities, construct offices, stores, workshop and remove the same as per the orders of the Engineer-in-Charge on completion of the contract. Whenever required the Contractor shall furnish such details of his temporary works as may be called for by the Owner/Engineer-in-Charge as to their safety and efficiency. The Owner/Engineer-in-Charge may direct those temporary works which he considers unsafe or, inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction, on maintenance of all the equipment and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The Owner/Engineer-in-Charge, may if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction.

### **Statutory Approvals**

All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses from all concerned authorities in respect of pipeline crossing & all related works shall be the responsibility of the Contractor and the cost of the same shall be deemed to have been included in the quoted prices. The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor 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.

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

### **Quality Assurance**

Bidder shall include in his offer the quality assurance programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of contract detailed quality assurance program shall be prepared by the contractor for the execution of Contract for various works, which will be mutually discussed and agreed to.

The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.

Quality Assurance System plans/procedures of the Contractor shall be furnished in the in the form of QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning.

The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all

stages of work at site as well as at manufacturer's works and dispatch of materials.

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

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

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

The contractor shall adhere to the quality assurance system as per specification enclosed in the bidding document as Annexure-6.

#### **2.11 Notice and Licenses**

The Contractor shall at his costs and expenses give to the Municipal or Panchayat, Police and other authorities all notices etc., that may be required in law to be given and obtain all necessary permissions and licenses etc., for temporary obstructions, enclosures and pay all fees, taxes charges etc. which may be leviable by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

#### **2.12 Working Hours**

Depending upon the requirements, time schedule/ drawn up programs and the target set to complete the job in time the works may have to continue beyond normal working hours to the extent of round the clock and on holidays also for which no extra claim shall be entertained.

#### **2.13 Responsibility of Contractor**

Preparing approaches and working area for the movement and operation or the cranes, leveling the area for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. The procurement and supply in sequence and at the appropriate time of all materials and consumables covered under Contractor's scope of supply shall be entirely the Contractor's responsibility. Contractor shall not use any of the equipment or materials issued to him by Owner for temporary

works, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deduction at penal rates will be made from the Contractors bill for such quantities that are misused.

Contract Price is deemed to be inclusive of all expenses towards above responsibilities.

### **Additional Works/Extra Works**

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

### **Compensation for Idle Time**

The owner shall make every reasonable effort to have the materials and working front available so as not to delay laying activities. No idle time claim shall be entertained under any circumstances.

### **Power and Water Connection**

The Purchaser/Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water during connection from relevant authority and will pay its usage charge or arrange the same from the other sources.

## **3.0 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 an 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 and 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 Engineer-in-Charge in due time for approval. No construction activity shall commence unless approved by Engineer-in-Charge in writing.

### **Security**

Wherever the work is being carried out in protected area, entry into the work area shall be restricted and governed by issue of photo gate passes by the Security/CISF/incumbent authority. The Contractor shall arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/gate pass for his staff and labour and entry and exit of his men and materials shall be subject to vigorous check by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.

### **Drawings and Documents**

The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Employer/Consultant. However no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued/approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.

The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/drawings. MECON shall review and give comments/ approval to the drawings/documents within ten days from the date of submission provided the same are accompanied with relevant calculations, data as required and essential for review.

All documents and drawings including those of Contractors sub-vendor's manufacturer's etc. shall be submitted to Employer/Consultant after having



been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

The review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer / Consultant, Contractor shall incorporate the comments as required and ensure their compliance.

Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-Charge / Employer / Consultant at any time during execution of the contract. However no extra claim whatsoever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay / extension.

### **Excavation by blasting**

Excavation by blasting is not permitted wherever required in hard strata other mechanical tools shall be used.

### **Construction Equipment & Mechanization of Construction Activities**

Contractor shall, without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, adopt as far as practicable, mechanized construction techniques for major site activities. However, Contractor agrees that he will deploy the required numbers and types of the part & machinery applicable for different activities in consultation with the Engineer-In-Charge during execution of works.

The Contractor shall mechanize the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.

Wherever Structural/Piping works are included in the scope, the Contractor's responsibilities shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches working areas for the movement/operation of cranes and leveling the areas for assembly/erection to ensure effective mechanization on the

works. The Contractor shall acquaint himself with availability of access, facilities such as railway siding, local labour etc. and the Contractor may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same. It may be noted that all fabrication work shall be carried out in fully mechanized workshops to reduce site fabrication to minimum.

For speedy execution of work, Contractor shall also ensure use of computer software for at least the following:

- (i) Billing
- (ii) Planning & Scheduling
- (iii) Progress Reporting
- (iv) Material Control & Warehousing
- (v) Safety Records
- (vi) Resource Deployment
- (vii) Communication

Contractor further agrees that Contract price is inclusive of all the associated costs) which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

### **Site Organization**

The Contractor shall provide all necessary superintendence during the design and execution of the Works and as long thereafter as the Engineer-in-Charge may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out including the methods and techniques required the hazards likely to be encountered and methods of preventing accident for the satisfactory and safe execution of the Work. The workmen deployed, by the Contractor should also possess the necessary license etc., if required under any law, rules and regulations.

Subject to the provisions in the Contract Document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the Work, Contractor shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of Work.

### **SUPERVISION**

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 engineers. 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 is maintained for GGPL.

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.

### **Health Safety and Environment (HSE) Management**

After the award of the contract, detailed Health, Safety and Environment (HSE) program to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractor, Client & PMC.

The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

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

The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per GGPL Specification and General Conditions of Contract.

It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and GGPL safety standards.

In addition, and before any work takes place, all the Contractor's operatives shall be given training in site safety by the trained person under supervision of GGPL.

If the Contractor wishes to start any new operatives on site, he must first inform the SE, who will arrange for such training to be arranged.

### **General Guidelines During and Before Erection**

The Contractor shall be responsible for organizing the lifting of the structural element, equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other structures/ equipment are kept open.

During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be Supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines shall be fulfilled by the Contractor.

Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the Theodolite / advanced instruments.

### **Construction Photographs**

The Owner desires to have two sets of monthly progress reports with photographs showing the progress of construction. Before utilizing any photograph for publicity, the Contractor shall obtain prior approval of the Owner.

### **Schedule Rate of Labour & Equipment**

Schedule of Labour Rates attached as **Annexure-9** to SCC shall be used for analysing rates for extra items.

Schedule of equipment rates attached as **Annexure-10** to SCC shall be used for analysing rates for extra items.

### **Construction Equipment**

Minimum construction equipment to be deployed is enclosed as **Annexure-8** to SCC. However, any other equipment required for completion of pipeline laying work but not specifically mentioned here, shall be deployed by contractor without any additional cost. The list of equipment mentioned in

**Annexure-8** is the minimum to be deployed by contractor and contractor shall ensure the availability at site of listed equipment in good working condition.

### **Specific Requirements**

Specific requirements spelt out in various technical parts of the Bidding Document shall be followed by Contractor.

### **SITE CLEANING**

The BIDDER shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

Working site should be always kept cleaned up to the entire satisfactions of the Engineer-in-charge.

Before handing over and work to owner, the BIDDER in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

### **SURVEY OF WORK**

Before the WORK or any part thereof are begun, the Contractor's agent and the Engineer-in-Charge's representative shall together survey the SITE and decide the tentative route considering all obstructions on which the pipeline is to be laid

and on which measurements of the WORK are to be based. Such particulars shall be plotted by the BIDDER and trial pits started thereon.

The Contractor shall be entirely responsible for the 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.

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

### **TESTS, INSPECTION AND COMPLETION**

#### **Tests and Inspection of Material under Contractor's Scope**

Inspection and test prior to shipment of material and at final acceptance shall be as specified in Technical Specification. However, without prejudice to the provision of Technical Specification following shall hold good.

The Owner/Consultant or its representative shall have the right to inspect and or to test the material to conform their conformity to the specification.

If any inspected or tested material fail to conform the specification, the Owner/Consultant may reject them and the contractor shall either replace the rejected materials or make all the alteration necessary to meet the specification, free of cost to the purchaser/consultant.

The Purchaser / Consultant's right to inspect , test and wherever necessary reject the material after the material's arrival in the purchaser / consultant site shall in no way be limited to or waived by reason of the material having previously been inspected , tested and passed by the purchaser/ Consultant or their representative prior to the material shipment from the material supplier.

#### **Tests and Inspection during execution**

The Contractor shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost from duly approved laboratories.

The work is subject to inspection at all times by the Engineer-in-Charge and Site Engineers. The Contractor shall follow all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Bidding Document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.

The Contractor shall provide for purposes of inspection arrange access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for tray fixing and inspection work. Compressed air for carrying out works shall be arranged by the Contractor at his own cost.

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

Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in- Charge immediately.

All results of inspection and tests will be recorded in the inspection reports, pro- forma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents. Any work not conforming to execution drawings, specifications or codes shall be rejected and the Contractor shall carryout the rectifications at his own cost.

Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.

### **Documentation**

#### **As - Built Drawings**

Notwithstanding the provisions contained in standard specifications, upon completion of commissioning, the CONTRACTOR shall complete all of the related approved drawings along with bill of materials to the "AS BUILT" stage provide to a **scale of 1:200** and submit to GGPL, the following:

- a) Two complete set of Soft Copy in CD of all original drawings.
- b) Four complete sets of approved prints in A2 / A3 sizes.

#### **Completion Document**

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

- a) Copies of the Inspection reports, Laying Graphs, HDD Profiles (IF ANY) and valve pit drawings (IF ANY).
- b) Pre testing, final Hydrostatic / pneumatic and other Test results and reports.
- c) Consumption statements of PE / GI certified by Owner's Site Engineer.
- d) Material Reconciliation, stores issue & return statements.
- e) All other requirements as specified in the respective specifications.
- f) Completion Certificate issued by Owner's Site Engineer.
- g) No claim certificate by the BIDDER.

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- h) Completion certificate for embedded and covered up works wherever Applicable
- i) Recovery statement, if any.
- j) Deviation statement.
- k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- l) Copies of deviation statement and order of extension of time, if granted.
- m) Any other contractual documents required on completion.

**Statement of Final Bills-Issue of No Demand Certificate**

The final bill of Contractor shall be accompanied by no-demand certificate from the following departments of the Owner:

- i) Administration & Personnel Department regarding vacation of land, housing accommodation, recovery of tents etc.
- ii) Fire and Safety Officer and CISF.

The Contractor shall obtain such no-demand certificates from the concerned authorities and furnish the same to the Engineer-in-Charge.

**TERMS OF PAYMENT**

Basis and terms of payment for making “On Account Payment” shall be as set out in Annexure-5 to SCC.

**COORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

**ROYALTY**

Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Employer for all the items involving Royalty.



### **THE FACILITIES FOR WORKMEN**

Following facilities are to be ensured at all work places where workmen are deployed/engaged by Contractor & any other, as required by law at the time of execution.

- Arrangement of first aid
- Arrangement for clean drinking water.
- Toilets
- Canteen where tea & snacks are available
- A crèche where 10 or more women workmen are having children below the age of 6 years.

### **PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM**

The Contractor shall follow Project Planning, Scheduling and Monitoring system as approved.

### **CHECKING OF LEVELS**

The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

### **STORAGE FACILITIES**

The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities with in the quoted price.

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

Not applicable

### **BANK GUARANTEES**

The provision relating to submission of Bank Guarantee from any Nationalized Bank wherever appearing in above documents stand replaced by the following:

- i) Bank guarantees towards Bid Security 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 and from any reputed International Bank or Indian scheduled bank in case of foreign bidder, may be accepted. However, other than the Nationalized 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.
- ii) Similarly, bank guarantees towards Performance and Advance Payments may be accepted 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, other than the Nationalized 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.
- iii) Guarantee towards Bid Security/Contract and Equipment Performance / Advance Payment may also be acceptable from All India Level Public Financial Institution on case to case basis meeting the following criteria:
  - a) The Institution is All India Level Public Financial Institution.
  - b) It should be rated AAA by any rating agency like CRISIL.
  - c) The Institution should be authorized by way of Law/its memorandum to issue such guarantee.

**CENVAT BENEFITS - DELETED**

**COMPUTERIZED BILLS**

Contractor shall submit computerized bills with duly printed GSTN no. etc.

**ORDER PLACEMENT OF BOUGHT OUT ITEMS**

The contractor is required to place firm order for all bought out items of adequate quantity (including 1st lot in those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC)

within 15 days from the date of placement of order, failing which owner reserves the right to procure the same at the risk & cost of the contractor. However the contractor shall always take prior approval of owner and consultant for items required to be procured. Further lots (for those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC) shall be procured after suitable period so as to ensure adequate availability of material at site throughout the execution period).

### **REQUIREMENTS FOR CONTRACTOR AT SITE**

Contractor shall establish site office in the respective areas with adequate facilities like tables, chairs, telephone, and computer with mailing facility etc. for effective communication and documentation.

Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.

Contractor shall supply transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, this vehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.

Contractor shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meeting with GGPL / Consultant & other authorities or customers as required, without any undue delay.

Contractors shall provide cell phones to their supervisors for day to day communication with GGPL / Consultant and site representatives of GGPL / Consultant.

The RCM/ site in-charge must be a permanent employee of the contractor having desired qualification and work experience, Any change in key persons working at site shall be informed to the Owner promptly.

Owner will not allow switching/ swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.

### **COMPLIANCE WITH LAWS**

The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act.
- vi) Apprentices Act.
- vii) Workman's Compensation Act.
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Wild life Act.
- xi) Maritime Act.
- xii) Any other Statute, Act, Law as may be applicable.
- xiii) PNGRB Act.

**NOTES TO SCHEDULE OF RATES (SOR)**

- i) The SOR items would be operable as per job requirement.
- ii) The quantities stated in SOR are tentative and may vary considerably on  $\pm$  side depending upon site condition, methodology adopted as per site requirement. The payment will be made as per actual certified Measurement at site.
- iii) 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 specifications attached and other relevant documents enclosed with tender.
- iv) Any other materials & activities not mentioned/covered in SOR, but otherwise required for satisfactory completion/safety of work as defined in tender has to be supplied /done by contractor within the specified schedule at no extra cost to owner.
- v) Contractor shall be required to deploy adequate no. of plumbing teams to ensure domestic conversions expeditiously. In this regard,

requirement no. of independent teams shall be assessed by Engineer-in-charge.

### **INSURANCE**

All kind of Insurances including transit Insurance shall be borne & arranged by the bidder in line with clause no. 101 of GCC-Works. Price quoted in SOR shall be inclusive of this cost. Clause no. 16 of GCC-Goods, in this respect, shall stand superseded to this extent.

### **PRICE REDUCTION SCHEDULE**

The Price reduction schedule shall be applicable as per clause no. 27 of GCC-Works. The Contract/order value shall exclude GST for the purpose of Price reduction schedule.

### **DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR**

Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, GGPL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

### **SUB-LETTING OF WORKS**

Pursuant to Clause No. 37 of GCC-Works:

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill.

**The bidder shall submit an affidavit that under no circumstances the works shall be Sublette or out sourced. For such a default the contract shall be terminated and the PBG shall be forfeited and the company shall be debarred for tender participation for a period of 2 years.**

### **NOTES to BIDDERS**

For laying of MDPE pipeline, through existing RCC/BW trench etc. which is provided with top RCC cover, the scope includes removal of prevailing RCC cover from channel,, laying of pipeline , jointing, testing and sand filling including supply ( if required) and re-fixing the top cover of pipe trench.

Moling: Survey of underground utilities, execution of the work as per specification, including excavation of adequate size pits at both the sides, manual or machine moling with the hole size (to the extent possible) not exceeding 20% of the pipe dia, insertion of PE pipe, jointing, testing & commissioning and restoration of the pits to original condition, submission of As-Built Graph as per specifications and as per the instruction of Engineer-in-charge. In case any asphalt or concrete road surface is damaged during moling, same has to be restored to the full satisfaction of the authority and GGPL / Consultant.

Since some of the Cities / Towns are traffic congested / roads are narrow, it may be required to carry out the trenching, laying and other related works in night time also. There shall **not** be any additional payment paid separately for working at night. All arrangements such as caution light / diversion sign boards, PPE to work at night for carrying out the work should be arranged by the contractor.

There are some conditions stipulated by the Government agencies for laying the pipeline in other GAs, which are indicated below for compliance, if applicable. However the conditions may vary while issuing permissions, which have to be essentially complied by Contractor:

- (a) The concerned ward engineer shall supervise the work and ensure that the conditions imposed are complied with.
- (b) Before commencement of the work, the Agency must give prior written intimation to the Jurisdictional /Zonal and Road Infrastructure Engineers and keep them informed during erection of work.
- (c) As far as newly asphalted roads are concerned, work should be carried out strictly by intimating and in co-ordination with Major Road/Road Infrastructure division.
- (d) At start, during and after the execution of work, the Agency must inform office of the Chief Engineer OFC-Cell.
- (e) HDD Pits must be restored on the same day itself. Any delay is liable for penalty.
- (f) Excavation must be as per the instructions of the concerned Zonal /Road Infrastructure Engineers.
- (g) Any over burden debris/earth should be removed immediately and conveyed to the designated dumping yards failing which, a penalty may

be levied on daily basis by the concerned ward engineer, which shall be paid by Contractor.

- (h) Strictly follow the procedure laid down in road opening and restoration protocol.
- (i) During execution of work, care must be taken not to cause any damages to other properties of land owning agencies like drains, Name boards, etc. In case of such damage, commensurate penalty to be paid by Contractor.
- (j) Absolutely no deviations from the permitted route is allowed. If deviation is found, not only penalty would be levied, the cable on the deviation portion would be confiscated /destroyed.
- (k) During execution, any damage caused to the limb or life of public, damage caused to any Government / Private parties, the responsibility lies solely with the executing Agency and any claims/compensation should be borne by the executing Agency alone.
- (l) If the restoration of pits is not done as per Specification, the cost of Same will be recovered by forfeiting the Security Deposit.
- (m) During Rainy season, extra care should be taken to ensure that the pits are properly barricaded keeping in mind the safety of pedestrian and vehicular traffic.
- (n) The proposed gas pipe line should be laid with a minimum cover of 1.0 m and maximum up to 1.5 m from the road level. However if required by authorities specifically for any additional cover due to site requirement the same needs to be done without any additional cost.
- (o) Damage to utilities & restoration: Any utilities damaged during execution to be restored without loss of time. In case it is not done by the contractor, the same shall be restored through the other agencies at the contractor's risk & cost.

**MONITORING / EXECUTION METHODOLGY:**

- The contractor has to submit the schedule with bar chart for the area allotted to the contractor for execution. Weekly schedule / plan is also to be submitted in accordance with the plan.
- If the progress is not as per the schedule / plan, he has to submit the catch up plan to achieve the target with additional deployment of manpower / machinery.

- In case of failure to achieve the catch up plan & schedule, GGPL / Consultant shall allot the work to the other party who is working in the same part after issuing the notice.

**GENERAL CLAUSES:**

**1. INSURANCE AND LIABILITIES:-**

The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold Owner harmless for any liability or penalty which may be imposed by the Central, State or Local Authority also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or any central Government, State Government or Local Authority for the following Act (s) and liability(s).

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

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

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

**2 RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:**

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

Sl. No.	Wage components	Rates
1.	Minimum wage	<b>As notified by Central Government or State Government from time to time (whichever is higher)</b>
2.	PF contribution	12 % of wage (The contractor has to ensure deposit of PF contribution @ 12% of wages irrespective of rate of wages)
3.	ESI contribution or Insurance under Employee's Compensation Act,1923	4.75% of minimum wage
4.	Employee Deposit Linked Insurance(EDLI)	0.5% of wage
5.	Administration charges to PF Organization	0.5 % of wage
6.	Bonus	8.33% of wage.
7.	Death Gratuity	Gratuity will be payable only in cases of death



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

**B. Other Compliances under various Labour Laws:**

**i. The Employees Provident & Miscellaneous Provisions Act 1952:**

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

**ii. The Payment of Wages Act 1936:**

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

**iii. The Minimum Wages Act 1948:**

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

**iv. The Employees State Insurance Act 1948:**

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

**v. The Employees Compensation Act 1923:**

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

**vi. The Maternity Benefit Act 1918:**

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

**vii. The Payment of Bonus Act, 1962:**

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

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

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

**ix. The Payment of Gratuity Act 1972 :**

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

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

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

**xi. Provision of Compensatory Off/Overtime Wages:**

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

**xii. Industrial Dispute Act 1947:**

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

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

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

**xiv. Mines Act 1952:**

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

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

- a. The contractor is required to obtain Labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b. The contractor shall discharge obligations as provided under Contract labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c. The Contractor shall ensure Regular and effective supervision and control of personnel, if any, deployed by him and give suitable direction for undertaking the

Contractual Obligation and meeting all statutory obligation for genuineness and non-camouflaged state of the Contract.

- d. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.

C. **Additional Responsibilities of the Contractor;**

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

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

- iv. While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to scheduled caste and weaker sections of the society also in order to have a fair representation of these sections.
- v. All personnel deployed by the contractor should be on the rolls of the contractor.
- vi. No contract worker below the age of 18 years shall be deployed on the work.
- vii. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of GGPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instructions whenever required.
- viii. Also the contractor should obtain entry passes from Security Dept. through Engineer-In- Charge for his employees.
- ix. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.

- x. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc. is violated. The contractor shall indemnify GGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state /local statutory authorities.
- xi. All existing and amended safety / fire rules of GGPL are to be followed at the work site.
- xii. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- xiii. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured/ diseased. Contractor shall indemnify GGPL from such liabilities.
- xiv. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.
- xv. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / GGPL will terminate the contract immediately and may refer the case to police.
- xvi. The contractor hereby agrees to indemnify owner / GGPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/GGPL.

**D. Compliance of Government of India directives:**

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

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

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

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

obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in GGPL.

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

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

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

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

**v. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme**

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

**E. Documents to be submitted by the Agency/contractor to Engineer In- Charge at various- stages during the currency of the contract:**

**i Immediately after issuance/receiving of Letter of Intent (LOI):**

1. Application for issuance of Form -V for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
3. Register of Persons employed as prescribed under Contract Labour (R&A) Central Rules 1971 (Rule 75) in FORM XIII.
4. Copies of Employment Card issued to each worker in FORM XIV prescribed under Contract Labour (R&A) Central Rules 1971 duly signed and sealed by Contractor and Accepted by the worker.
5. Copies of Identity Card issued by the Contractor to the Contract Workers to be engaged in GGPL.
6. Blank Registers for future application (a) Muster Roll (FORM XVI) (b) Register of Wages (FORM XVII) (c) Register of Deductions (FORM xx) (d) Register of Fines (FORM XXI) (e) Register of Advances (FORM XXII) (f) Register of Overtime (XXIII).

7. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
8. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC. (wherever applicable)
9. Copies of ESI identity Card of persons to be engaged in GGPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923 of appropriate value.
10. Copy of the notice to be displayed under Rule 81 (1) (i) by the Contractor at Work Place.
11. Copies of Nomination cum Declaration prescribed under The Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952 and Schemes therein, The ESI Act 1948.
12. Copy of Labour Identification Number (i.e. LIN) Registration done in Shram Suvidha Portal of Govt. of India.

**ii. At the time of submission of monthly bills:**

1. Copy of wage register duly certified by authorized representative of the contractor and authorised person in GGPL certifying as "Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on ---- (date) at-----(place)".
2. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
3. Copy of Separate eChallan/ ECR for the proof of Provident Fund contribution and ESI Contribution deposit along with details of employees, PF account No./ ESI No., contributions of employee and employer etc. for the previous month in respect of contract employees employed by them in GGPL through this contract only.
4. Copy of the wage slip issued to the Contract Workers duly signed and sealed.
5. Dully filled in "Proforma-PFD", as per Annexure-I.

GGPL shall maintain these records and verify the deposit of statutory contribution made by the contractors with EPFO/ESI authorities, where deemed necessary.

**iii Evaluation of Bill and Release of Payment:**

Bill should be evaluated based on the actual payment released/incurred under various heads of components as stated above .The Contractor to submit a Statement duly signed to the effect and the cost actually incurred as per timeline.

**iv At the time of closure of contract:**

1. Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying GGPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments. Performa Indemnity Bond is enclosed at Annexure-II.
2. Copies of Service Certificate in FORM XV issued to the Contract workers
3. Copy of the Wage Register for the last month.
4. Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Workers. Before making payment of the last bill/invoice of the Contractor, the appropriate authority (i.e. payment Making Authority etc.) in GGPL, may verify from the EPF/ESI Portal, the detail/status of the deposit of Contribution made by the Contractor. In case the information furnished by the Contractor is found to be incorrect/ delayed, GGPL shall take appropriate action against the Contractor and communicate in writing for compliance in line with the regulations.

**v. Registers. Records and Returns to be maintained by the contractor:**

Registers and Records to be maintained by the contractor shall be complete and up-to-date and kept at an office or convenient place within a radius of three kilometres from the work place.

**a. Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936:**

During the currency of the contract, the contractor has to maintain registers like:

1. Form A, B, C, D, E.
8. Issuance and maintenance of Wage Slip in FORM XIX.
9. Issuance of valid Identity Card by the contractor in FORM XIV.

**b. Employee State Insurance Act, 1948**

During the currency of the contract the contractor has to maintain registers like:

1. Register of employees in FORM-6
2. Accident Book in FORM-11

**c. Employees Provident Fund & Miscellaneous Provisions Act, 1952:**

The contractor has to maintain the Eligibility Register and Online Returns submitted in Compliance to para 36B of the EPF Scheme 1952.

**d. The Payment of Bonus Act, 1962:**

During the currency of the contract, the contractor has to maintain following registers:



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1. Register showing the details of the amount of bonus due to each of the employees, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.
2. The contractor shall send a return in FORM - D to the Inspector so as to reach him within 30 days after the expiry of time limit specified in Section 19 for payment of Bonus.

**e. Factories Act, 1918 / Shop & Establishment Act:**

The contractor has to maintain the Leave with wages Register as per provisions of Factories Act 1948 /shop & Establishment Act of respective State.

**ADDITIONAL ONLINE RETURNS:**

The contractor has to maintain the Return submitted online on Shram Suvidha Portal of Government of India and submit a copy of the same to GGPL, if demanded.

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

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

**1. Compliance with statutory requirement.**

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

- a. The safety regulation of the plant/ pipeline as mentioned in the Fire & Safety Regulations (Latest revision).
- b. Provisions of the Factories Act 1948 and the rules framed thereunder in the respective State Factory Rules including all amendments thereto.
- c. Provisions of Employees' Compensation Act, 1923 &, Employee State Insurance Act, 1948 including all amendments thereto.
- d. Provisions of The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act,1996.
- e. Applicable Environment Regulations in force and also the systems and procedures in the Plant/ pipeline related to environment.

**2. Health Assurance /Age:**

- a. Contractors will ensure that workers including Supervisors before deployment of the job are medically examined by a certified Surgeon/ Occupational Health Physician having minimum qualification of MBBS + AFIH as per respective State Factory Rules.
- b. Only medically sound persons as certified by the afore-mentioned medical practitioner would be allowed on the job.

- c. Workmen deployed on high risk job like working in confined space, working at height, working under water etc. must also be certified as medically fit for such jobs.
- d. The medical certificate older by more than six months will not be accepted.
- e. Health Assurance Certificates submitted by the contractor would be periodically checked at random by the plant/ pipeline Doctor.
- f. Age: No one bellow 18 years or more than 58 years will be employed in the plant/pipeline.

### **3. Training**

#### **3.1 Mandatory Training**

Training in Fire & Safety is mandatory for all contractors' employees before start of any work in the Plant/Pipeline.

#### **3.2 Training of contractors, Proprietors, Partners, Directors, Managers and In charges Of Contractor**

- a. The proprietors, Partners, Directors, Managers and In-Charges of Contractors who have ultimate responsibility for their work in the plant/pipeline must undergo a one day comprehensive safety familiarization programme.
- b. This programme will be conducted by Fire & Safety Dept. at the Fire Station Training Hall and the schedule shall be notified well in advance.
- c. On completion of the program a Certificate of Attendance, will be issued to each participant, which will be required for issue of entry pass for supervision of the Hot Work.
- d. The passing certificate issued to the supervisor would remain valid for one year.

#### **3.3 Training of Supervisors**

- a. Contractor's supervisors will have to undergo two days training on "Health, safety and Environment (HSE) in Plant/Pipeline" followed by one day training on " Work Permit System".
- b. At the end of the each of the above two training modules, there will be a written test.
- c. Passing Certificate would be issued on the last day of the month to the Supervisors who successfully pass these tests.
- d. The Passing Certificate issued to a Supervisor would remain valid for a year.
- e. Plant Entry pass will not be issued to any supervisor without a valid Passing Certificate.

**3.7 Contractor's Responsibility for Training of his employees:**

- i. Contractor must ensure that all his supervisors have undergone safety training and keep documents of such training. He shall also ensure that each of his employees has received and understood from his supervisor's necessary training on safety for working in the Plant/ Pipeline.
- ii. Contractor must maintain records of training provided by him to his employees. Such records must clearly mention (i) what training has been provided (ii) date, time and duration of such training (iii) who has provided the training (iv) names of workers who attended such training etc.
- iii. The records maintained in the form of a register must be available for examination by the Engineer-In-Charge for his representative who will sign on the register as a token of his approval.
- iv. The training provided by the contractor must be as frequent as possible but there should not be more than 15 days gap in between two training programs.
- v. The training provided by the contractor is expected to be on-the-job training and must not be less than at least one hour duration. Duration such training, Contractor must make himself present and facilitate the process of training.

**4. REQUIREMENTS OF SUPERVISION**

- 4.2.1 Contractor will not carry out any work without having supervisor at site. If it is required to work simultaneously in more than one location under the same contract, one supervisor must be put in each of the locations. If a supervisor has to leave his site for any reason, he must stop his activities for that period of time.
- 4.2.2 For hot work permit the supervisor must have valid Training Certificate from Plant/ Pipeline safety department.
- 4.2.3 Contractor must provide at least one full time safety Supervisor when the contractor has engaged manpower in excess of 50 in contract activities in the Plant/ Pipeline. If the manpower is less than 50, the on-site safety coordination responsibilities shall be assumed by any one of the contractor's other supervisory staff. In both the cases, the contractor must specify in writing the name of such person to the Engineer-in-charge and Manger – Safety.
- 4.2.4 Contractor's safety coordinator or his supervisor responsible for safety as the case may be shall conduct at his work-site and document formal safety inspections and audits at least once in a week. Such documents are to be submitted to Engineer-in-Charge for his review and record.

4.2.5 Contractor's safety supervisor or the supervisor responsible for safety, shall maintain separate safety register which will include (i) List of activities being carried out at site (ii) Safety Training details of all supervisors and workmen (iii) Records of all accidents (iv) Records of all PPE's being used at site (v) Records of lifting tools and tackles including slings of all types (vi) Records of pressure vessels if any at his site (vii) Records of all welding machines, gas cutting sets, compressors, generators, pressure regulators, portable power tools, hand tools etc. (viii) Copies of safety inspection reports made by the Contractor safety supervisor as well as by the GGPL representative

4.2.6 The contractors whose safety records are not satisfactory will be viewed seriously and necessary action (viz cancellation of registration/ contracts) shall be taken against him.

## **5. Use of personal protective equipment**

- a. Contractor's all supervisors and workmen must wear the following Personal Protective Equipment's (PPE's) without which the permission to work will be denied.
- b. Basic PPE's should be provided by the contractor.
- c. Basic PPE requirements for all jobs:
  - i. Hard hat (Safety helmet)
  - ii. Safety Shoes / Gum Boots (civil work)
  - iii. Rubber Hand Gloves (electrical grade of 33 KV/6.6KV/660V operating potential and tested at higher potential with test reports).
  - iv. Safety Belt as applicable
- d. Specific Requirements as per job requirements:
  - i. Eye Protection Goggles
  - ii. Face & Body Protection
- e. The above two sets of basic PPE's shall be of standard quality and BIS / ISI approved and supplied on replenishment basis on the basis of expiry/ damage.

## **6. HAZARD COMMUNICATION**

- a) Contractor must familiarize himself from GGPL Engineer-in-charge about all know potential fire, explosion or toxic release hazards related to his contract. He in turn will ensure that same information has been passed to his supervisors and workman. Proper record of such dissemination of information must be made by the contractor and submit to the engineer-in-charge, on demand, failing which further continuation of work may be withheld.
- b) In the event, any contractor employee spot a fire or any serious hazards in plan/ pipe line premises, he shall dial Extn \_\_\_\_\_, identify himself and report location of fire

when fire Station operator is on line. He shall wait until the fire message is repeated by the fire Operator and location confirmed.

- c) Pill box communication can also be used by contractor workmen.
- d) The contractor must ensure that each one of his employees clearly understands this fire Communication requirement, i.e. in case of fire siren is sounded they should assemble at designated assembly location. This may be ensured by contractor while providing on the Job training.

## **7. INJURY NOTIFICATION & INVESTIGATION**

- a) Report to GGPL supervisor on the job, any injury sustained by any of his employees or any near-miss or any hazardous/dangerous incident at his worksite within the plant/pipe line premises. Hiding any accident or near miss would be viewed as serious misconduct.
- b) Arrange to provide first-Aid immediately to injured employee.
- c) Keep and maintain proper records of all such incidents in respect of his personal/work site.
- d) Submit to Engineer-in-charge a first information Report within 4 Hours of incident.
- e) Arrange to immediately investigate the incident and furnish within 24 Hours a written Investigation report to plant/pipe safety dept.

## **8. PARTICIPATION IN SAFTY ACTIVITIES**

Contractor must attend all scheduled safety meetings as would be intimated to him by the Engineer-in-charge, Contractor also must ensure that all his employees participate in Safety promotional activities organized by the plant/pipe line.

## **9. POLICE VERIFICATION:**

Contractor who engages laborer for his jobs in the plant/ pipeline must submit police verification of antecedents of labourers engaged by him.

## **10. GUIDELINES FOR DETERMINING THE MEDICAL FITNESS FOR CONTRACTOR EMPLOYEES:**

Medical examination will be conducted by the doctor having qualification included in Schedule to Indian Medical Degree Act of 1916 or in the Schedules to the Indian Medical Council Act 1956 and Registered with State Medical Council.

### **Norms and Standards for medical fitness:**

- a) Good mental and bodily health and a fit constitution
- b) Free from physical defect or abnormality, congenital or acquired likely to interfere with the efficient performance of duties
- c) No evidence of mal-development – physical or mental

- d) Joints and locomotors functions are within normal limits
- e) **Height and Weight:** Standard for height and weight, so long as relaxation does not impede the performance of the job.
- f) **Chest:** Acceptable chest measurement at full expiration will be 79 cms (relaxable by 5 cms) and minimum expansion of 4 cms. This is not applicable to female candidates.
- g) The candidate's eyes will be tested and the result of the test recorded. The candidate's eyes will be subject to a general examination directed to detect any disease or abnormality. The candidate will be rejected if he/she suffers from morbid condition of eyes, eyelids of contiguous structures of such a nature as would render him/her unfit for service at the time of appointment or in future date
- h) **Color Blindness not permissible:** Color blindness is a disqualification for the following jobs like employment in manufacturing, maintenance, technical services, chemist, draughtsman, crane operator, drivers of all category, nurse, nursing assistants, fireman, security, doctor, materials management etc. and the jobs where perception of color is considered essential.
- i) **Ear/Nose/ Throat:** The candidate should be free from signs or symptoms of ear/nose/throat diseases.
- j) **Blood Pressure (BP):** the normal limits of blood pressure will be assessed as normtension <140 SBP and < 90 DBP. Candidate diagnosed as a case of hypertension will be declared unfit.
- k) **Skin disease:** Candidate suffering from leprosy or chronic inveterate skin conditions will be declared unfit. Vitiligo cases are acceptable.
- l) **Venereal Diseases:** Candidates who have suffered or are suffering from venereal diseases will not be declared fit unless detailed examination of urethral smear and serological test proves negative.
- m) **Fits:** Candidate suffering from epilepsy (seizure disorder) will be declared unfit
- n) **Pregnancy:** If at the time of medical examination a candidate is pregnant, she will be declared temporarily unfit until she has completed six weeks after confinement/ miscarriage and the candidate will be required to undergo medical examination of fitness.
- o) Signs of mental retardation will render candidate unfit for employment
- p) **Defects:** Congenital or acquired defects, if any noticed will be recorded on the medical examination forms, with a clear opinion as to whether it is likely to interfere with the effacement performance of the duties for which the candidate is under consideration for employment.

**SECTION – VI**

**GENERAL CONDITIONS OF**

**CONTRACT (GCC)**





- 17.0 Award of Contract
- 18.0 Clarification of Tender Document
- 19.0 Local Conditions
- 20.0 Abnormal Rates

**SECTION – IV (GENERAL OBLIGATIONS)**

- 21.0 Interpretation of Contract Documents
  - 21.1 General
  - 21.2 Headings & Marginal Notes
  - 21.3 Singular and Plural
- 22.0 Special Conditions of Contract
- 23.0 Contractor to obtain his own information
- 24.0 Security Deposit
- 25.0 Time of Performance
  - 25.1 Time for Mobilization
  - 25.2 Times Schedule of Construction
- 26.0 Force Majeure
  - 26.1 Conditions for Force Majeure
  - 26.2 Outbreak of War
- 27.0 Compensation for Delay (Liquidated Damages)
- 28.0 Rights of Owner to forfeit Security Deposit
- 29.0 Failure by the Contractor to comply with the provisions of the Contract.
- 30.0 Contractor remains liable to pay compensation if action not taken under Clause 29.
- 31.0 Change in Constitution
- 32.0 Termination of Contract for Death
- 33.0 Members of the Owner not individually liable
- 34.0 Owner not bound by personal representations
- 35.0 Contractor's office at site
- 36.0 Contractor's subordinate staff and their conduct
- 37.0 Sub letting of works
  - (i) Sub Contracts for Temporary works etc.
  - (ii) List of Sub-contractors to be supplied
  - (iii) Contractor's Liability not limited by contractors
  - (iv) Owner may terminate sub contracts
  - (v) No remedy for action taken under this clause
- 38.0 Power of Entry
- 39.0 Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other Agencies
- 40.0 Other agencies at site
- 41.0 Notices
  - 41.1 To the Contractor
  - 41.2 To the Owner

- 42.0 Rights of Various Interests
- 43.0 Patents and Royalties
- 44.0 Liens
- 45.0 Delays by Owner & his authorized agents
- 46.0 Payments if Contract is terminated
- 47.0 No waiver of Rights
- 48.0 Certificate not to affect Right of Owner and Liability of contractor
- 49.0 Languages & Measures
- 50.0 Transfer of Title
- 51.0 Release of Information
- 52.0 Brand Names
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**GENERAL CONDITIONS OF CONTRACT**

**SECTION- I DEFINITIONS**

1. Definition of Terms:

1.1 In this **CONTRACT** (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1. The **EMPLOYER/COMPANY/GGPL** means GGPL (INDIA) LTD., a public limited company, incorporated under the Company's act 1956 and having its Registered office at D. No. 85-06-23/2, 2<sup>nd</sup> floor, 40<sup>th</sup> Ward, Morampudi Junction, Rajahmahendravaram-533 103, East Godavari Dist, A.Pand includes its successors and assigns.

1.1.2. The "**CONTRACTOR**" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.

1.1.3. The **ENGINEER/ENGINEER-IN-CHARGE**" shall mean the person designated from time to time by the GGPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.1.4. The "**WORK**" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.

1.1.5. The "**PERMANENTWORK**" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.

1.1.6. "**CONSTRUCTIONEQUIPMENT**" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.

1.1.7. "**CONTRACTDOCUMENTS**" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.1.8. **CONSULTANT**: means ----- who are the consulting engineer to the Employer for this project and having registered office at -----

1.1.9. The "**SUB-CONTRACTOR**" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR,

with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.

1.1.10. The "**CONTRACT**" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.

1.1.11. The "**SPECIFICATION**" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GGPL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.

1.1.12. The "**DRAWINGS**" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.

1.1.13. The "**TENDER**" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.

1.1.14. The "**CHANGEORDER**" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.

1.1.15. The "**COMPLETIONCERTIFICATE**" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.

1.1.16. The "**FINALCERTIFICATE**" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

1.1.17. "**DEFECTLIABILITYPERIOD**" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.

1.1.18. The "**APPOINTINGAUTHORITY**" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

1.1.19. "**TEMPORARYWORKS**" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.1.20. "**PLANS**" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

1.1.21. "**SITE**" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.

1.1.22. "**NOTICEINWRITINGORWRITTENNOTICE**" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

1.1.23. "**APPROVED**" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "**APPROVAL**" means approval in writing including as aforesaid.

1.1.24. "**LETTEROFINTENT/FAXOFINTENT**" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

1.1.25. "**DAY**" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.1.26. "**WORKINGDAY**" means any day which is not declared to be holiday or rest day by the EMPLOYER.

1.1.27. "**WEEK**" means a period of any consecutive seven days.

1.1.28. "**METRICSYSTEM**" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

1.1.29. "**VALUEOFCONTRACT**" or "**TOTALCONTRACTPRICE**" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

1.1.30. "**LANGUAGEFORDRAWINGSANDINSTRUCTION**" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.

1.1.31. "**MOBILIZATION**" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "**SITE**" comprising of construction equipments, aids, tools tackles

including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/EMPLOYER.

1.1.32. "**COMMISSIONING**" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same. "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

## **SECTION-II GENERAL INFORMATION**

### **2. General Information**

2.1 a) **Location of Site:** The proposed location of Project site is defined in the Special Conditions of Contract.

b) **Access by Road:** CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

2.2 **Scope of Work:** The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 **Water Supply:** Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.



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Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills. However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

**2.4 Power Supply:**

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.

2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

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2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.

2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.

2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.

2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.

2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.

2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.

2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these

requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer. The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site. For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative. No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

2.6 Land for Residential Accommodation:-:No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

### **SECTION-III GENERAL INSTRUCTIONS TO TENDERERS**

#### **3. Submission of Tender:**

3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for \_\_\_\_\_ Project of GODAVARI GAS (P) LTD due for opening on \_\_\_\_\_]. The Full

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Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.

**4. Documents:**

4.1 General: The tenders as submitted, will consist of the following:

- (i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- (ii) Earnest money in the manner specified in Clause 6 hereof.
- (iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.
- (iv) Information regarding tenderers in the proforma enclosed.
- (v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- (vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
- (vii) Details of construction plant and equipments available with the tenderer for using in this work.
- (viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- (ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- (x) Details of present commitment as per proforma enclosed to tender.
- (xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
- (xii) Provident fund registration certificate
- (xiii) List showing all enclosures to tender.

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

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possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer. If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

4.4 **Corrections and Erasures:** All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 **Signature of Tenderer:**

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 **Witness:** Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 **Details of Experience:** The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

4.8 **Liability of Government of India:** It is expressly understood and agreed by and between Bidder or/Contractor and M/s GODAVARI GAS (P) LTD, and that M/s GGPL (India) Ltd., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s GGPL (India) Ltd. is an independent legal entity with power and authority to enter into contracts solely on its own

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behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s GGPL (India) Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**5. Transfer of Tender Documents:**

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

**6. Earnest Money:**

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bid guarantee shall be submitted in the prescribed format .

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid validity). The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

**7 Validity:**

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during

the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.

## **8 Addenda/Corrigenda**

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

## **9 Right of Employer to Accept or Reject Tender:**

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest

tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

## **10 Time Schedule**

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to

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these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

**11 Tenderer's Responsibility**

11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

**12 Retired Government or Company Officers**

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

**13 Signing of the Contract:**

13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

**14 Field Management & Controlling/Coordinating Authority:**

14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions.

14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

**15 Note to Schedule of Rates:**



15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

#### **16 Policy for Tenders Under Consideration:**

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GGPL to the Bidder.

16.2 **Zero Deviation:** Bidders to note that this is a ZERO DEVIATION TENDER. GGPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

#### **17 Award of Contract:**

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GGPL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 GGPL will be the sole judge in the matter of award of CONTRACT and the decision of GGPL shall be final and binding.

#### **18 Clarification of Tender Document:**

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GGPL in triplicate. GGPL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations

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shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by GGPL or its employee(s) or its representatives shall not in any way be binding on GGPL.

**19 Local Conditions:**

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable GGPL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

**20 Abnormal Rates:**

20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

**SECTION-IV GENERAL OBLIGATIONS**

**21 Priority of Contract Documents**

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- (i) The Contract Agreement ;
- (ii) The Letter of Acceptance;

- (iii) The (Instructions to Bidders)ITB;
- (iv) Special Conditions of Contract (SCC);
- (v) General Conditions of Contract (GCC)
- (vi) Any other document forming part of the Contract. Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

**21.2 Headings and Marginal Notes:** All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.

**21.3 Singular and Plural:** In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

**21.4 Interpretation:** Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

## **22 Special Conditions of Contract:**

**22.1** Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

**22.2** Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

**22.3** Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

**22.4** Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do

so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

**23 Contractor to obtain his own Information:**

23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed. The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT. It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide

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such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS. No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

**24 Contract Performance Security:**

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

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

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any

sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

**25 Time of Performance:**

25.1 **Time for Mobilization:** The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

**25.2 Time Schedule of Construction:**

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER

proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress. The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

## 26 Force Majeure:

26.1 CONDITIONS FOR FORCE MAJEURE: In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

## 26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

**27 Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

**27.3 Bonus For Early Completion (\*)**

**BONUS FOR EARLY COMPLETION** If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(\*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

**28 Rights of the employer to forfeit contract performance security:**

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.



**29 Failure by the contractor to comply with the provisions of the contract:**

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing 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 authorized 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 judgment of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

### **30 Contractor remains liable to pay compensation if**

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become action not taken under clause 29: exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in .the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN- CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the

expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

**31 Change in constitution:**

31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

**32 Termination of contract**

32.1 **TERMINATION OF CONTRACT FOR DEATH:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32.2 **TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.** If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty :- To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

**33.2 TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:**

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GGPL (India) Ltd. against any type of tender nor their offer will be considered by GGPL against any ongoing tender (s) where contract between GGPL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by GGPL (India) Ltd. to such CONTRACTOR.

**33 Members of the employer not individually liable :**

33.1 No Director, or official or employee of the EMPLOYER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**34 Employer not bound by personal representations:**

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

**35 Contractor's office at site:**

35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

**36 Contractor's subordinate staff and their conduct**

36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they

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shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT. The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR

**37 Sub-letting of works:**

37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any

person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) **SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:** The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) **LIST OF SUB-CONTRACTORS TO BE SUPPLIED:** At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS:** Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-I N-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:** If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:** No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

**38 Power of entry:**

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-I N-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER

IN-CHARGE, or

iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or

v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or

vi) if the CONTRACTOR shall abandon the WORK , or

vii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN- CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

**39 Contractor's responsibility with the mechanical, electrical, intercommunication system, air conditioning contractors and other agencies:**

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and

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Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

**40 Other agencies at site:**

40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

**41 Notice:**

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

41.2 TO THE EMPLOYER: Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. GGPL (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.

**42 Right of various interests:**

42.1 The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable



opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

42.2 Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

**43 Patents and royalties:**

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

43.2 All charges on account of royalty. toilage, rent, octroi terminal or GST and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-

CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.

43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

**44 Liens:**

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

44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB-CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by

any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

**45 Delays by employer or his authorized agents:**

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion. In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

**46 Payment if the contract is terminated:**

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

- i) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- ii) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

- a) Any and all completed works.
- b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

**47 No waiver of rights:**

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to

damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

**48 Certificate not to affect right of employer and liability of contractor:**

48.1 No interim payment certificate(s) issued by the Engineer-in- Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.

**49 Language and measures:**

49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.

**50 Transfer of title:**

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

**51 Release of information:**

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity , quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

**52 Brand names:**

52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.

**53 Completion of contract:**

53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

**54 Spares:**

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING. Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

**SECTION-V PERFORMANCE OF WORK**

**55 Execution of work:**

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

**56 Co-ordination and inspection of work:**

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector

in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.

**57 Work in monsoon and dewatering:**

57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

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

**58 Work on Sundays and Holidays:**

58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

**59 General conditions for construction and erection work:**

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and Proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

**60 Alterations in specifications, design and extra works:**

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT. In such cases, a change order will be initialed by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-

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CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR

d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:- Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows: S.No. Range of Variation Percentage compensation for decrease in the value of work in the respective range. a) Beyond (+) 25% No increase and/or upto& inclusive of decrease shall be (+) 50% applicable for the Schedule of Rates (The rates quoted for this increase shall be valid). b) Beyond (-) 25% upto&For reduction beyond inclusive of (-) 50% 25%contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

II. For Lump sum Contracts: CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61 **Drawings to be supplied by the employer**



61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.

61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN-CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

**62 Drawings to be supplied by the contractor:**

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for  
\_\_\_\_\_ (Name of Work) Agreement  
No. \_\_\_\_\_ Signed: \_\_\_\_\_ (CONTRACTOR)  
(ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

**63 Setting out works:**

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the

Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

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

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

**64 Responsibility for level and alignment:**

64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

**65 Materials to be supplied by contractor:**

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The

EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

**66 Stores supplied by the employer:**

66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

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

**67 Conditions for issue of materials:**

67.1 Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and

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unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

67.2 The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

67.3 Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.

67.4 The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

67.5 It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.

67.6 The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

67.7 It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

67.8 None of the materials supplied to the CONTRACTOR will be utilized by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

67.9 The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.

67.10 The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.

67.11 Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.

67.12 The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.

67.13 Materials/Equipment(s) supplied by EMPLOYER shall not be utilized for any purpose(s) than issued for.

**68 Material procured with assistance of employer/return of surplus:**

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licenses issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licenses or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

**69 Materials obtained from dismantling:**

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

**70 Articles of value found:**

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

**71 Discrepancies between instructions:**

71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN- CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

**72 Action where no specification is issued:**

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

**73 Inspection of works:**

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge. The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

**74 Tests for quality of work:**

74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

**75 Samples for approval:**

75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

**76 Action and compensation in case of bad work:**

76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or

otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorized representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

**77 Suspension of works:**

77.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

77.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

**78 Employer may do part of work:**

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.



**79 Possession prior to completion:**

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

**80 Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):**

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is 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/warranties for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

**81 Care of works:**

81.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any

temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

**81.2 DEFECTS PRIOR TO TAKING OVER:** If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall: a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified. In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTORAs soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

**81.3 DEFECTS AFTER TAKING OVER:** In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER. If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE

has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

**82 Guarantee/transfer of guarantee:**

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

**83 Training of employer's personnel:**

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

**84 Replacement of defective parts and materials:**

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured

including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

**85 Indemnity**

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**86 Construction aids, equipments, tools & tackles:**

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR

**SECTION-VI CERTIFICATES AND PAYMENTS**

**87 Schedule of rates and payments:**

87.1 **CONTRACTOR'S REMUNERATION:** The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK

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actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

**87.2 SCHEDULE OF RATES TO BE INCLUSIVE:** The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

**87.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:** Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

**87.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:** The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the

incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR

**87.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:** No exemption or reduction of Customs Duties, GST , GST on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

**87.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:** The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

**87.7 SCHEDULE OF RATES CANNOT BE ALTERED:** For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered. For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill. Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

**88 Procedure for measurement and billing of work in progress:**

**88.1 BILLING PROCEDURE:** Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

**88.1.1** All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

**88.1.2** EMPLOYER/CONSULTANT shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

**88.1.3** ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR

88.1.4 GGPL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 **COMPUTERISED BILLING SYSTEM:** GODAVARI GAS (P) LTD has introduced Computerised Billing System whereby when the Bills are submitted in GGPL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through GGPL's website.

88.2 **SECURED ADVANCE ON MATERIAL:** Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 **DISPUTE IN MODE OF MEASUREMENT:** In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 **ROUNDING-OFF OF AMOUNTS:** In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

**89 Lumpsum in tender:**

89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

**90 Running account payments to be regarded as advance:**

90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed

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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 be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability



of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

**92 Payment of contractor's bill:**

92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

**93 Receipt for payment:**

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

**94 Completion certificate:**

**94.1 APPLICATION FOR COMPLETION CERTIFICATE:** When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS. The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

94.2 **COMPLETION CERTIFICATE:** Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE. If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

94.3 **COMPLETION CERTIFICATE DOCUMENTS:** For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- (i) The technical documents according to which the WORK was carried out. Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- (ii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- (iii) Certificates of final levels as set out for various works.
- (iv) Certificates of tests performed for various WORKS.
- (v) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 **Final decision and final certificate:**

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

96 **Certificate and payments on evidence of completion:**

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR

**97 Deductions from the contract price:**

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

**SECTION-VII TAXES AND INSURANCE**

**98 Taxes, Duties, Octroi etc:**

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the GST, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

**99 GST/ Composite scheme under GST :**

99.1 Tenderer should quote all inclusive prices including the liability of GST/ Composite scheme under GST whether on the works contract as a whole or in respect of bought out

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components used by the CONTRACTOR in execution of the CONTRACT. GGPL shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

**100 Statutory variations**

100.1 Tenderer should quote prices inclusive of GST applicable on finished product. Any statutory variations in GST on finished product during the contractual completion period, shall be to the GGPL account for which the Contractor will furnish documentary evidence(s) in support of their claims to GGPL. However, any increase in the rate of these taxes and duties (GST beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to GGPL.

**101 Insurance:**

101.1 GENERAL CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows: CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from

time to time. All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

**101.1.1 EMPLOYEES STATE INSURANCE ACT:** The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof. The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account. The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

**101.1.2 WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

101.1.3 **ACCIDENT OR INJURY TO WORKMEN:** The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

101.1.4 **TRANSIT INSURANCE** In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

101.1.5 **COMPREHENSIVE AUTOMOBILE INSURANCE** This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

101.1.6 **COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub- Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalized insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

101.1.7 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER: CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

**102 Damage to Property or to any Person or any Third Party**

102.1 CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

102.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

102.3 The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

**SECTION-VIII LABOUR LAWS**

**103 Labour laws:**

103.1 No labour below the age of 18 (eighteen) years shall be employed on the WORK.

103.2 The CONTRACTOR shall not pay less than what is provided under law to laborers engaged by him on the WORK.

103.3 The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.

103.4 The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

103.5 If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR

103.6 The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

103.7 The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

103.8 The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

The contractor shall bear any upward revision in the rate of minimum wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the contract period

103.9 The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.



103.10 The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

**104 Implementation of Apprentices Act, 1961:**

104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

**105 Contractor to indemnify the Employer:**

105.1 The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

105.2 PAYMENT OF CLAIMS AND DAMAGES: Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

105.3 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

**106 Health and sanitary arrangements for workers:**

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

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

**SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES**

**107 Dispute Resolution & Arbitration:**

Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be dealt as per Conciliation Rule 2010 and Arbitration, as under.

107.1 GGPL (INDIA) LTD has framed the condition Rules 2010 in conformity with supplementary to part- III of the Indian Arbitration and conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GGPL's web site [www.GGPLonline.com](http://www.GGPLonline.com) for reference. Unless others

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specified, the matters where decision of the Engineer-in-charge is deemed to be final and binding as provided in the Agreement and the issue/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the conciliation Rules 2010 .

107.2 Any dispute (s)/difference(s)/issue(s) of any kind whatsoever between/amongst the parties arising under /out/of/in connection with this contract shall be settled in accordance with the afore said rules.

107.3 In case of any dispute (s)/difference(s)/issue(s), a party shall notify the other party (ies) in writing about such a disputes (s)/difference(s)/ issue(s) between/amongst the parties and that such a party wishes to refer the disputes(s)/difference(s)/issues(s) to conciliation. Such Invitation for conciliation shall contain sufficient information as to the dispute(s)/difference(s) /issue(s) to enable the other party (ies) to be fully informed as to the nature of the dispute(s)/difference(s) issue(s) , the amount of monetary claim, if any, and apparent causes(s) of action.

107.4 Conciliation proceedings commence when the other party(ies) accept (s) the invitation to conciliate and confirmed in writing. If the other party (ies) reject(s) the invitation, there will be no conciliation proceedings.

107.5 If the party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of times as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elect he/she shall inform the other party(ies) accordingly.

107.6 Where Invitation for conciliation has been furnished, the parties shall attempt to settle such dispute (s) amicably under part-III of the Indian Arbitration and Conciliation Act,1996 and GGPL (INDIA) LTD Conciliation Rules,2010. It would be only after exhausting the option of conciliation as an Alternate Dispute Resolution Mechanism that the parties here to shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of Conciliation by any of the parties.

107.7 The cost of Conciliation proceeding including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the parties equality.

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

**17.9 Arbitration:**

The Employer [GGPL ] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GGPL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Rajahmundry, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Rajahmundry, East Godavari Dist, A.P. Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

**107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:**

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75 CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

**108 Jurisdiction:**

108.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at RAJAHMUNDRY, EAST GODAVARI DIST, A.P for the purposes of disputes, actions and

proceedings arising out of the CONTRACT, the courts at RAJAHMUNDRY, EAST GODAVARI DIST, A.P only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

**SECTION-X SAFETY CODES**

**109 General:**

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

**110 Safety regulations:**

110.1 In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

110.2 The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

**111 First aid and industrial injuries:**

111.1 CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR

111.2 CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

111.3 All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

**112 General rules:**

112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

**113 Contractor's barricades:**

113.1 CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-

- a) Excavations
- b) Hoisting Areas.

- c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
- d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
- e) Rail Road unloading spots.

113.2 CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.

113.3 Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

#### 114 **Scaffolding:**

114.1 Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

114.2 Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

114.3 Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

114.4 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 metre.

114.5 Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought

by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

**115 Excavation and trenching:**

115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

**116 Demolition/general safety:**

116.1 Before any demolition work is commenced and also during the progress of the demolition work

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

116.2 All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
- c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated 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 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

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

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cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.

**121 Mines act:**

121.1 **SAFETY CODE:** The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

**122 Preservation of place:**

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

**123 Outbreak of infectious diseases:**

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

**124 Use of intoxicants:**

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

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**PROFORMA FOR CONTRACT AGREEMENT**

LOA No. GGPL /

Dated -----

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**GGPL's PAN No. AAACG1209J**

Contract Agreement for the work of ----- of GODAVARI GAS PRIVATE LIMITED 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 PRIVATE LIMITED having its registered address at #85-06-23/2, 2nd Floor, Morampudi Junction, Near Indian Oil Petrol Bunk, Rajahmundry East Godavari - 533107 A.P. INDIA 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.

**TENDER NO: GGPL/KKD/C&P/SR2564/2019-20/07**

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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 an absolute and unfettered right to take full possession of



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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 behalf of EMPLOYER.  
GODAVARI GAS PRIVATE LIMITED.

Signed and Delivered for and on behalf of the CONTRACTORS.  
(NAME OF THE CONTRACTOR)

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

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

**IN PRESENCE OF TWO WITNESSES**

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2. \_\_\_\_\_  
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## **SECTION - VII**

### **SCHEDULE OF RATES**

**ATTACHED SEPARATELY AS  
ANNEXURE OF THIS  
DOCUMENT**