



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WROKS
I N D E X**



S.No.	Section	Particulars	Pages Nos.
1.	Section – I	Invitation for Bid (IFB)	1-5
2.	Section – II	Instructions to Bidders (ITB)	1-17
3.	SECTION – III	General Condition of Contract – Works - (GCC – Works)	1-75
4.	SECTION – IV	Special Condition Of Contract – Works and Appendix to SCC	1-32
5.	SECTION – V	Payment Terms	1-3
6.	Attachment – I	Forms and Format	1-24
7.	ATTACHMENT – II	Performance Evaluation	1-11
8.	ATTACHMENT – III	Integrity Pact	1-9
9.	SOR	Schedule of rates / Price Schedule	
10.		Vol II of II Technical	

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____

From:

To:

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the envelope containing TECHNO-COMMERCIAL UN-PRICE BID) (PART-I)

=====

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15 -R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____

From:

To:

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the outer envelope containing PRICE BID) (PART II)

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____

From: To:

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the outer envelope containing PRICE BID – DEWAS – SINGLE ZONE)

=====

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____

From: To:

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the outer envelope containing PRICE BID – MEERUT-ZONE-1)

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____

From: _____ To: _____

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the outer envelope containing PRICE BID – MEERUT-ZONE-2)

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____

From: _____ To: _____

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the outer envelope containing PRICE BID –KOTA-ZONE-1)

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____

From: _____ To: _____

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the outer envelope containing PRICE BID –KOTA-ZONE-2)

=====

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____

From: _____ To: _____

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the outer envelope containing PRICE BID –SONEPAT – ZONE -1)

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____
From: _____ To: _____

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the outer envelope containing PRICE BID -SONEPAT – ZONE -2)

=====

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____
From: _____ To: _____

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the physical envelope containing Original BID SECURITY) (PART III)

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL GAS LIMITED
Project : CNG AND CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 15-R0
Item : FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
Due Date& Time : _____
From: To:

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India Ph # 011 – 4160 8770 / 8384
--	---

(To be pasted on the physical envelope containing Original BID DOCUMENT FEE) (PART IV)



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



SECTION I
INVITATION FOR BID (IFB)

INVITATION FOR BIDS (IFB)

M/s GAIL GAS Limited, New Delhi, invites bids on Open Domestic Competitive Bidding basis for MDPE Pipe Laying and Associated works for CNG and City Gas Distribution Project from competent vendors meeting the Bid Evaluation Criteria as detailed in Annexure – 1 to IFB.

1.0 BRIEF PROJECT DETAILS

1.1 M/s GAIL GAS Limited a subsidiary of Gail India Ltd is in the process of supplying PNG / CNG to cities like Meerut, Kota, Sonipat and Dewas. For this purpose MDPE pipe network is being laid in the above cities along with CNG stations at selected locations of these cities. These network also have metering facilities for supplying gas various commercial and domestic consumers for the above mentioned project M/s GAIL Gas Ltd. has appointed M/s Wood Group Engineering India Pvt.Ltd. as their consultant.

For the above pipeline system, an Annual Rate Contract (ARC) is proposed for MDPE pipe laying and associated work, as per following details:

1.2 SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry	Open Domestic Competitive Bidding
1.2.2	Bid Document No	110290/WGI/GAIL GAS/15-R0 (To be referred in all future correspondence)
1.2.3	Delivery / Completion Schedule from Fax of Intent	The Annual Rate Contract (ARC) shall be valid for a period of Two (2) year and may be extended for a further period of One (1) more year on the same terms & conditions.
1.2.4	Bid Document on Website	21.01.2010
1.2.5	Pre-Bid Meeting Date and Venue	On 02.02.2010 at 11:00 Hrs, GAIL GAS Office, Noida
1.2.6	Last date and time for submission of bid	Upto 04.03..2010 at 14:00 Hrs
1.2.7	Date and time of opening of Un-priced Bids at WGI office, New Delhi	On 04.03.2010 at 14:30 Hrs
1.2.8	Bid Document Fee (Non refundable)	Rs. 5000.00
1.2.9	Contact Person	Mr. Ramesh Chand, Head (C&P) Phone: 00 91 11 4160- 8770 / 8384 Fax No.: 00 91 11 4654–2419 E-mail: ramesh.chand@woodgroupindia.com

(If the dates of pre bid meeting or/and unpriced bid opening identified as above happen to be a declared holiday in GAIL GAS / WGI, New Delhi, then the next working day shall be considered).

Bids to be submitted in Wood Group Engineering India Pvt.Ltd. (WGI) Office before due date and time. We have enclosed Price Schedule Formats as an excel attachment in Bid Document. Bidders

are requested to down load the same and quote their prices strictly as per the format without altering the content of it.

2.0 PRE-BID MEETING

2.1 Pre-bid Meeting shall be held at GAIL GAS Limited, 2nd Floor, HHEC Building, A-2 Sector-2 Noida - 201301. Bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bid Document and Scope of Supply / Work can be addressed during the meeting.

2.2 The bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach WGI / GAIL GAS at least four (04) days before the pre-bid meeting. The clarifications shall be provided during the pre-bid meeting.

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

3.0 SCOPE OF WORK

As per Vol II of II

4.0 EMD / BID SECURITY

Sl.No.	Zone Wise	EMD / Bid Security In INR in Lacs
1	Sonipat (Zone -1)	5.38
2	Sonipat (Zone -2)	5.40
3	Kota (Zone – 1)	5.54
4	Kota (Zone – 2)	7.02
5	Dewas (Single Zone)	5.76
6	Meerut (Zone – 1)	6.28
7	Meerut (Zone – 2)	7.68
	Total For all Zones	43.06

Note: In case bidder quotes for more than one zone, the requirement of EMD / Bid Security shall be on cumulative basis, for the quoted zones.

5.0 ZERO DEVIATION BIDS

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

6.0 GENERAL

- 6.1 Payment of bid document fee shall be by Crossed Bank Draft from a first class International Bank or an Indian Nationalized Bank, in favour of GAIL Gas Limited, payable at Noida / Delhi.
- 6.2 Bidder can download the Bid Document from WGI's website <http://www.woodgroupindia.com/ggl/tender.htm> or GAIL GAS's website <http://www.gailtenders.in/home.asp>. However, bidders have to submit their bids only through physical form.
- Corrigenda / Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letterhead that the content of the bidding document have not been altered or modified.
- Any bidder who meets the bid evaluation criteria (BEC) as mentioned in bid document and wishes to quote against this tender may download the bidding document and submit the bid complete in all respect as per terms & condition on or before the bid due date.
- Bidders desirous of attending pre-bid meeting shall submit tender fees on or before the pre-bid meeting date.**
- No extension in the bid due date / time shall be considered on account of delay in receipt of any document.
- 6.3 Small scale Industries registered with NSIC and Central Government PSUs are not required to pay the bid document Fee. However, Industries registered with NSIC shall provide necessary documentary evidence, whereas PSUs shall submit declaration to this effect that they are Central PSU and are eligible for getting bid documents free of cost.
- 6.4 GAIL GAS / WGI reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- 6.5 GAIL GAS / WGI will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 6.6 Bids received after stipulated last date and time, due to any reasons what -so-ever, including postal delays, will not be considered.
- 6.7 GAIL GAS / WGI will follow purchase preference policies as per prevailing guidelines of Government of India.
- 6.8 Bidder should not be under liquidation, court receivership or similar proceedings.
- 6.9 Bidder should not be black listed with any PSU and should not be on holiday list of GAIL GAS.
- 6.10 Documents / Bids sent through Fax / E-mail / Computer floppy/CD/DVD shall not be accepted.

- 6.11 GAIL GAS / WGI reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 6.12 This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.
- 6.13 Conditional bid will not be acceptable.

For & On Behalf of GAIL GAS Limited

Head (C & P)
Wood Group Engineering India Pvt.Ltd
18 Incube Business Centre, Level - 4
Nehru Place
New Delhi – 110019
Phone: 00- 91-11- 4160-8770 / 8384
Fax: 00-91-11-4654-2419

BID EVALUATION CRITERIA

Annexure – 1

2.2.1 TECHNICAL CRITERIA

2.2.1.1 The bidder shall be a MDPE / Steel Pipeline/OFC Duct, laying Contractor.

2.2.1.2 The bidder should have completed at least one Order of Pipeline Laying including installation , testing , pre commissioning /commissioning and construction management of MDPE / Steel Pipeline Laying of value as defined below against single Order ,in any of last 7 (seven) years reckoned from the bid due date.

SI No.	City Name	Minimum Order value in single order Rs in Lakhs
1	Sonipat-Zone-1	67.25
2	Sonipat-Zone-2	67.50
3	Kota-Zone-1	69.25
4	Kota-Zone-2	87.75
5	Dewas	72.00
6	Meerut-Zone-1	78.50
7	Meerut-Zone-2	96.00
	Total	538.25

In case bidder quote for more than one zones, the qualification requirement shall be on cumulative basis for the quoted zones.

2.2.2 FINANCIAL

2.2.2.1 The minimum annual turnover achieved by the Bidder as per their audited financial results during any one of the three preceding financial years i.e. 2006-07, 2007-08 and 2008-09 should be as below:

SI No.	City Name	Minimum Annual Turnover Rs in Lakhs
1	Sonipat-Zone-1	67.25
2	Sonipat-Zone-2	67.50
3	Kota-Zone-1	69.25
4	Kota-Zone-2	87.75
5	Dewas	72.00
6	Meerut-Zone-1	78.50
7	Meerut-Zone-2	96.00
	Total	538.25

2.2.2.2 Net worth of the Bidder should be positive as per the last audited financial statement of financial year 2008-09.

2.2.2.3 The working capital of the Bidder as per the last audited financial year i.e. 2008-09 should be as below:

SI No.	City Name	Minimum Working Capital Rs in Lakhs
1	Sonipat-Zone-1	26.90
2	Sonipat-Zone-2	27.00
3	Kota-Zone-1	27.70
4	Kota-Zone-2	35.10
5	Dewas	28.80
6	Meerut-Zone-1	31.40
7	Meerut-Zone-2	38.40
	Total	215.30

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than Rs.100 Crores / US\$ 20.8 million, confirming the availability of the line of credit to meet the specified working capital requirement.

2.2.3 In case Bidder quotes for more than one zone, the requirement of Annual Turnover and Working Capital shall be on cumulative basis, for the quoted zones.

2.3 DOCUMENTS REQUIRED

The bidder shall furnish documentary evidence by way of copies of work order ,completion certificate duly attested in proof of their meeting the criteria, audited financial statements etc along with the bid to establish his experience and track record meeting qualification criteria. Bidder should ensure submission of complete information /documentation in the first instance itself. Qualification may be completed based on the details so furnished without seeking any subsequent additional information. Non submission of any of the documents shall lead to rejection of bid.

In absence of requisite documents, GAIL GAS/WGI reserves the right to reject the bid without making any reference to the bidder. Owner reserves the right to get direct feedback from user on satisfactory operation



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



SECTION II
INSTRUCTIONS TO BIDDERS (ITB)

INDEX

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. ONE BID PER BIDDER
4. COST OF BIDDING
5. SITE VISIT
6. CONTENT OF BIDDING DOCUMENT
7. CLARIFICATION ON BID DOCUMENTS
8. AMENDMENT OF BID DOCUMENTS
9. LANGUAGE OF BID
10. DOCUMENTS COMPRISING THE BID
11. BID PRICES
12. BID CURRENCY
13. PERIOD OF VALIDITY OF BIDS
14. BID SECURITY
15. PRE-BID MEETING
16. FORMAT AND SIGNING OF BID
17. ZERO DEVIATION
18. E-PAYMENTS
19. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES
20. SEALING AND MARKING OF BIDS
21. DEADLINE FOR SUBMISSION OF BID
22. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE
23. MODIFICATION AND WITHDRAWAL OF BIDS
24. BID OPENING
25. PROCESS TO BE CONFIDENTIAL
26. CONTACTING THE EMPLOYER/CONSULTANT
27. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
28. PRICE BID OPENING
29. ARITHMETIC CORRECTIONS
30. CONVERSION TO SINGLE CURRENCY
31. EVALUATION AND COMPARISON OF BIDS
32. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER
33. DEEMED EXPORT BENEFIT
34. AWARD OF WORK
35. QUANTITY VARIATION
36. EMPLOYER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID
37. NOTIFICATION OF AWARD
38. PERFORMANCE GUARANTEE
39. CORRUPT AND FRAUDULENT PRACTICES
40. WAIVER OR TRANSFER OF THE AGREEMENT
41. ORDER OF PRECEDENCE
42. UNSOLICITED POST TENDER MODIFICATIONS

INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID:

- 1.1. The Employer / Purchaser / Owner / GAIL GAS as defined in the General Conditions of Contract hereinafter “the Employer” wishes to receive bids as described in the Bidding Documents.
- 1.2. SCOPE OF BID: The scope of work shall be as defined in the bidding document.
- 1.3. The successful bidder will be expected to complete the Scope of Bid within the period stated in Special Conditions of Contract .
- 1.4. Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder / tenderer”, “Bid / tendered / tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1 Documents Establishing Bidder’s Qualification.
 - 2.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
 - 2.1.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting Bid Evaluation Criteria.
 - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the contract if his bid is accepted.
 - 2.1.4 The documentary evidence of the bidder’s qualifications to perform the contract if his bid is accepted, shall establish to the OWNER’S / CONSULTANT’S satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
- 2.2 The invitation of bid is open to any bidder.
- 2.3 A 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 works or of the project of which the works form a part, or
 - (ii.) that has been hired by the Employer as engineer / consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by EMPLOYER for corrupt or fraudulent practices as defined in ITB Clause no. 40.
- 2.5 The bidder is not put on holiday by GAIL GAS or WGI or black listed by any Government Department / Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.
- 2.6 The job executed by a bidder for its own concern cannot be considered as experience Bid Evaluation criteria.

3. ONE BID PER BIDDER

- 3.1. A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 3.2. Alternative bids are not acceptable.

4. COST OF BIDDING

- 4.1. The bidder shall bear all costs associated with the preparation and submission of the bid, and EMPLOYER (GAIL GAS) / CONSULTANT (WGI) will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the site or / locations of warehouse and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.
- 5.2. The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

- 6.1. The Bid Documents hosted on GAIL GAS and WGI Websites are as stated below and should be read in conjunction with any addenda issued / hosted in accordance with Clause 8 of ITB.

Volume I of II: Commercial
Volume II of II: Technical

- 6.2. The bidder is expected to examine IFB, all instructions, Forms / Formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BID DOCUMENTS

- 7.1. A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail / fax / post at Consultant's mailing address indicated in the Bid Document (Wood Group Engineering India Pvt.Ltd., Level-4, 18-Incube Business Centre, Nehru Place, New Delhi - 110019, India. Fax No. + 91 11 4654-2419). All question / queries should be referred to Consultant at least 04 (four) days before scheduled date of pre-bid meeting.

8. AMENDMENT OF BID DOCUMENTS

- 8.1. At any time prior to the deadline for submission of bids, the Employer / Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2. Any addendum thus issued shall be part of the Bidding Documents. The addendum will be hosted on the GAIL GAS websites <http://www.gailtenders.in/home.asp>, and WGI website <http://www.woodgroupindia.com/ggl/tender.htm>. All the prospective bidders who have shown interest vide attending Pre-tender / Pre Bid Meeting shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued / web hosted, before submitting the bid.
- 8.3. The Employer / Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BIDS

9. LANGUAGE OF BID

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

10. DOCUMENTS COMPRISING THE BID

- 10.1. The bid prepared by the bidder shall comprise the following and the below documents must be submitted before due date and time.
- 10.2. **Envelope- I: Techno-Commercial Un-price Bid (PART-I)** in "Original" and 02 (two) copies
- 10.2.1 Part – I: Techno-commercial/Un-price Bid shall contain the following documents duly signed on each page. .
- Covering letter bearing ref. No. & date.
 - Bidder's General Details / information as per format F-1.
 - Power of Attorney in original in favour of person (s) signing the bid that such person (s) is / are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
 - Bid Form as per format F-2.
 - List of enclosures as per Format F-3, Annual Turnover (F-3A), Financial Situation (F-3B).
 - Price Schedule with prices blanked out mentioning "Quoted" against each item along with other details like rate of taxes and duties etc. considered.
 - Bid Security / EMD in accordance with Clause 14 of "ITB" shall be furnished in Original in either in the form of Banker's Cheque/Bank Draft payable to "GAIL GAS Limited" at Noida / Delhi or Bank Guarantee as per format F-4.
 - Letter of authority in original in favour of any one of bidder's executive having authority to attend the un-priced and price bid opening on specified dates and venue as per format F - 5

- i. Confirmation of No Deviation as per Format F-6.
- j. Certificate as per Format F-7 for confirming the Government of India is not party of Agreement.
- k. Details of similar work done / Supplies made during past seven years as per Form F-8.
- l. All necessary documents to establish the qualification pursuant to Bid Evaluation criteria (Technical and Financial) mentioned in Annexure – 1 of IFB.
- m. Certificate of Non-Involvement of Agent as per Format F-10, if there is no Agent / Consultant / Retainer / Associate is involved.
- n. Checklist duly filled in as per Format F-11.
- o. Details regarding Small / Medium / Large scale industry as per Format – 12
- p. Declaration as per Format F – 13
- q. PF Details as per Format F – 14
- r. Commercial Questionnaire as per Format F – 15
- s. Any other information/ details required as per Bidding Documents.
- t. Filled integrity pact duly signed and stamped.

Note: All pages of the bid are to be signed and sealed by authorised person of the bidder.

- 10.3. **Envelope II: “Price Bid – Not to Open with Techno – Commercial Un priced Bid”- (PART-II)**
 - 10.3.1. Part – II: Price Bid
 - 10.3.1.1. Part – II shall contain original Schedule of Prices duly filled in duly signed on each page
 - 10.4. **Envelope III: “Bid Security”- PART-III.**
 - 10.4.1. Part-III: Bid Security.
 - 10.4.1.1. Part-III shall contain one original and two (02) copies of Bid Security in separate sealed envelope.
 - 10.5. **Envelope IV: Bidding Document Fee” – PART – IV**
 - 10.5.1 Part IV: Bid Document Fee
 - 10.5.1.1 Part-IV shall contain one original and two (02) copies of Bid Document Fee in separate sealed envelope.

Note: Bidders desirous of attending pre-bid meeting shall submit tender fees on or before the pre- bid meeting date.

11. BID PRICES

- 11.1. The bidder shall quote bid prices on the appropriate format for “Schedule of Rates” enclosed as part of bidding 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.
- 11.2. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole work (for each zone) as described in Bidding Document, based on the unit rates and prices submitted by the Bidder (s) and accepted by the EMPLOYER.
- 11.3. Bidder shall quote for all the items of Schedule of Rates 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 ‘Schedule of Rates’

but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR. **Where free issue material will be supplied by the Employer, bidder will not opt for Works Contract (Composition Scheme for payment of service tax). The bidder will quote their rates inclusive of service tax at full rate. Full rate of service tax will be reimbursed to service provider against CENVATable invoice.**

- 11.4 All duties and taxes, works contract tax including applicable Service tax and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted by the bidder as per Schedule of rates attached.
- 11.5 The statutory variation in Excise duty and Sales tax / VAT on finished works and Service Tax including cess, within the contractual completion period, shall be to Employer's account against submission of the documentary evidence. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account. Any decrease in the rate of taxes & duties shall be passed on to the Employer. The base date for the purpose of applying statutory variation shall be due date of submission of price bid
- 11.6 Bidder may note that Employer/Consultant will not issue any concessional form for CST / LST / VAT.
- 11.7 In case of any discrepancies between the unit price and the total price. Unit price will prevail.
- 11.8 Alternative bids shall not be considered.
- 11.9 To enable the EMPLOYER to avail CENVAT Credit, the Contractor shall furnish relevant documents to EMPLOYER to avail the CENVAT credit with respect to Service Tax as mentioned by the bidder in their bids. In case the certificate / documents are not provided for aforesaid amount of Service Tax, the short fall amount will be recovered from the Contractor's bill.

12. BID CURRENCY

- 12.1 Currency shall be in Indian Rupees.

13 PERIOD OF VALIDITY OF BIDS

- 13.1 The bid shall remain valid for acceptance for four (4) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer / Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

14 BID SECURITY

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

- 14.2 The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.
- 14.3 The Bid Security in Indian Rupees shall be in the form of Demand Draft / Banker's Cheque in favour of "GAIL GAS Ltd", payable at Noida / Delhi (issued by Indian Nationalised / Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of GAIL GAS Ltd. as per format enclosed at F-4.
- GAIL GAS shall not be liable to pay any bank charges, commission or interest on the amount of bid security. In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or a branch of an International bank situated in India and registered with the 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. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs.100 Crores (equivalent in US\$) and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.
- The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 13 of ITB.
- 14.4 Any bid not secured in accordance with clause 14.1 and 14.3 shall be rejected by GAIL GAS as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by GAIL GAS pursuant to Clause 13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to Clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to Clause 38 of ITB.
- 14.7 The bid security may be forfeited:
- 14.7.1 If a bidder withdraws its bid during the period of Bid validity.
- 14.7.2 In case of a successful bidder, if the bidder fails:
- i) to accept the award in accordance with Clause 34 of ITB. OR
 - ii) to accept the arithmetic corrections pursuant to Clause 29 of ITB. AND/OR
 - iii) to furnish the performance guarantee in accordance with Clause 38 of ITB .
- 14.8 Bid security should be in favour of GAIL GAS Ltd, Noida and addressed to GAIL GAS Ltd. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at Attachment I.
- 14.9 Central Public Sector Undertakings of Government of India and firms registered with NSIC are **exempted from furnishing Bid Security, provided** they are **registered for the quoted items upto the monitory limit**, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.
- 15 PRE-BID MEETING**
- 15.1 The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at GAIL GAS LTD., 2nd Floor, HHEC Building, A-2, Sector-2, Noida – 201301, UP, India.
- 15.2 The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.

- 15.3 The bidder is requested, as far as possible, to submit any queries by courier or by fax to reach Employer / Consultant's office not later than 4 days before the meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.
- 15.4 The text of the queries raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay (without identifying the sources of the questions) to all the Bidders who have downloaded the bid document and have confirmed their intention to bid for the bidding documents. Any modifications of the bidding documents listed in clause 6.1 of ITB 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 pursuant to 8 of ITB and not through the minutes of the pre-bid meeting
- 15.5 Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.
- 16 FORMAT AND SIGNING OF BID**
- 16.1 The person shall sign the bid or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 16.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.
- 17 ZERO DEVIATION:**
- 17.1 Bidder to note that this is a **ZERO Deviation** Bidding Document. Employer / Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC –Goods, SCC - Goods, ITB, Scope of Work / Supply, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid.
- 17.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder:
- 17.2.1 Firm prices
 - 17.2.2 Earnest money deposit (EMD) / Bid Security
 - 17.2.3 Scope of work / Supply
 - 17.2.4 Specifications
 - 17.2.5 Price schedule
 - 17.2.6 Delivery / Completion Schedule.
 - 17.2.7 Period of validity of bid
 - 17.2.8 Price Reduction Schedule (PRS).
 - 17.2.9 Performance Bank Guarantee (PBG) / Security Deposit.
 - 17.2.10 Guarantee
 - 17.2.11 Arbitration / Resolution of dispute
 - 17.2.12 Force Majeure.
 - 17.2.13 Applicable laws
 - 17.2.14 Terms of payment

- 17.2.15 EPF registration
17.2.16 Integrity pact
17.2.17 Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18 E-PAYMENTS

- 18.1 GAIL Gas Limited has initiated payments to suppliers and contractors electronically and to facilitate the payments electronically, the bidder should have an account with HDFC Bank or ICICI Bank or State Bank of India so that the payment through e-banking be made to the bidder, in case work is awarded to him. Further, the bidder should give the details of his bank account in any one of the above banks to facilitate payment through e-banking in case of award of work on him.

19 DELETED

SUBMISSION OF BIDS

20 MARKING OF BIDS

- 20.1 Bid shall be submitted in the following manner as follows:
Part-I - Techno-commercial / un-priced bid
Part-II - Priced Bid
Part-III - Original Bid Security
Part – IV – Original Bid Document Fee (Also refer note under clause-10.5.1.1)
- 20.2 **Techno Commercial Un-priced Bid: (Part I)** Techno-commercial Un-priced Bid shall be submitted in for “MDPE Pipe Laying and Associated Works” for “CNG and City Gas Distribution Project” “Original” and “(2) two Copies”.
- 20.3 **Price Bid: (Part II)** Price Bid shall be submitted Zone wise separately as per cut out slip for “MDPE Pipe Laying and Associated Works” for “CNG and City Gas Distribution Project”. “Not to Open along with Techno Commercial Un-Priced Bid”.
- 20.4 **Bid Security: (Part III):** Original bid security and two copies of the same shall be sealed in envelope “Bid Security for “MDPE Pipe Laying and Associated Works” for “CNG and City Gas Distribution Project” “Original” and “(2) two Copies”.
- 20.5 **Bid Document Fee: (Part IV):** Original bid document fee and two copies of the same shall be sealed in envelope “Bid Document Fee for “MDPE Pipe Laying and Associated Works” for “CNG and City Gas Distribution Project” “Original” and “(2) two Copies”.
- 20.6 All envelopes containing the documents in required to be submitted by the bidder shall have bid Document number and shall be addressed to Head (C&P) at address mentioned as below.
- Head (C & P)**
Wood Group Engineering India Pvt.Ltd.
18 Incube Business Centre, Level - 4
Nehru Place
New Delhi – 110019
Phone: 00- 91-11- 4160-8770 / 8384
Fax: 00 - 91-11-4654-2419
- 20.7 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

20.8 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

21 DEADLINE FOR SUBMISSION OF BID

21.1 The Bid containing Part – I to Part – IV must be received by the Employer at the address as specified in Clause 20 above no later than the time and date as specified in clause 1.2.6 of IFB.

21.2 The Employer / Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have submitted tender fee / shown interest vide attending pre tender / pre – bid meeting extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

22 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

22.1 WGI / GAIL GAS shall close immediately receiving of bids after the deadline for submission of bid prescribed by the Consultant pursuant to Clause 21 of ITB.

22.2 Unsolicited bids or bids being submitted in CD/DVD/Email/FAX/Pen Drive form/to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

23 MODIFICATION AND WITHDRAWAL OF BIDS

23.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, provided that written notice for modification / withdrawal is received, before the due date of submission of bid.

23.2 Modification shall be prepared, sealed and marked in accordance to the provision of clause 20 clearly marked by Modification / Clarification.

23.3 No bid shall be modified after the deadline for submission of bid.

23.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to Clause 14.7 of ITB.

BID OPENING AND EVALUATION

24 BID OPENING

24.1 Un-Priced Techno – Commercial bid opening:

24.2 The Employer / Consultant will open, in the presence of bidders' designated representatives, Envelopes Part-III & IV and after establishing the bidders' fulfillment as per Part – III and IV only, the unpriced bid Part-I will be opened, at date, time & venue as stipulated in IFB. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

24.3 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

25 PROCESS TO BE CONFIDENTIAL

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

26 CONTACTING THE EMPLOYER / CONSULTANT

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

- 26.2 Any effort by a bidder to influence the Employer / Consultant in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 27 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**
- 27.1 Techno-Commercial Bid Evaluation.
- 27.2 The Employer / Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 27.3 Prior to the detailed evaluation, the Employer / Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 27.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened and returned un-opened to such bidder(s).
- 27.5 The Employer / Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer / Consultant, and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 27.6 The Employer / Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer / Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness / specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
 - (b) Any other relevant factor, if any that the Employer / Consultant deems necessary or prudent to be taken into consideration.
- 27.7 Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.
- 28 PRICE BID OPENING**
- 28.1 The Employer / Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 28.2 The Employer / Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 28.3 The bidder's name, prices, and such other details as the Employer / Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.
- 29 ARITHMETIC CORRECTIONS**
- 29.1 The bids will be checked for any arithmetic errors as follows:

- 29.2 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- 29.3 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.
- 29.4 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.
- 30 CONVERSION TO SINGLE CURRENCY – NOT APPLICABLE FOR THIS TENDER**
- 30.1 To facilitate evaluation and comparison, the Employer / Consultant will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the Bills Selling exchange rate published by the State Bank of India one day prior to the price bid opening date.
- 31 EVALUATION AND COMPARISON OF BIDS**
- 31.1 The “Schedule of Prices” quoted for each zone for the complete scope of work shall be taken up for evaluation individually.
- 31.2 The bidder may quote for all the seven zones (4 cities). Price bid of bidder shall be opened for the zone (s) for which it meets the qualification criteria.
- 31.3 A bidder emerging as the L1 bidder for more than one zone shall be considered for award of the same, provided, he meets the qualification criteria (cumulative) for more than one zone. After awarding the zone(s) to L1 bidder, the zone(s) which can't be awarded due to not meeting the qualification criteria, the award shall be on the following methodology:
- The L2, L3 and so on bidders (respective zone wise), in order of their inter-se ranking, will be asked to match the L1 bidder rates for award.
- In case an L2 bidder of a particular zone does not agree to match the rates of L1 bidder of that zone, he may be considered for any other zone where he appears L2.
- In case none of the L2, L3 and so on bidders match the lowest evaluated rates for the particular zone(s) and the L1 bidder can't be considered due to not meeting the qualification, such zone(s) will be re-tendered.
- 31.4 In case a Bidder does not quote for any items of Schedule of Rates, and the estimated price impact of unquoted items is more than 10% of his quoted price, the bid will be rejected. If such price impact of unquoted items is 10% or less of his total quoted price and under special circumstances, Owner/ WGI decide to consider the bid, then for the purpose of comparison, the unquoted items shall be loaded by price impact calculated on the basis of highest of the rates quoted by other bidders. If such Bidder happens to be the selected Bidder, price of unquoted items shall be considered built up in the quoted price and no extra cost shall be payable.
- 31.5 Any uncalled for lump sum / percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered for evaluation. However, in case of a Bidder happens to be the lowest evaluated bidder such reduction shall be taken into account for arriving at the contract value.
- 31.6 The unit prices quoted in the “Schedule of Rates” shall be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices etc.

32. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER:

32.1 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.

32.2 DOMESTIC PREFERENCE - Deleted

33. DEEMED EXPORT BENEFIT

33.1 Deemed export benefits are not applicable and Indian Bidder should furnish prices without considering these benefits.

AWARD OF CONTRACT

34. AWARD OF WORK.

34.1 The employer / Consultant will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.

35. DELETED

36. EMPLOYER / CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

36.1 The Employer / Consultant reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Employer / Consultant's action.

37. NOTIFICATION OF AWARD

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

37.2 The Delivery / Completion period shall commence from the date of notification of award / Fax of Intent (FOI).

37.3 Award of Contractor / Order will be by issuing Fax of Intent (FOI) of your Bid. FOI will contain price, Delivery and others salient terms of your Bid and Bidding Documents.

Bidder will be required to confirm receipt of the same by returning "copy of the FOI duly signed and stamped by the Bidder as a token of acknowledgement to GAIL GAS and WGI. On receipt FOI acknowledgement without any deviation / condition, detail purchase order / contract will be issued in quadruplicate. Three copies of the same without any condition / deviation will be returned duly signed and stamped by the bidder as a token of acknowledgement to GAIL GAS and WGI.

38. PERFORMANCE GUARANTEE

38.1 Pursuant to Clause-24 of GCC-Works, bidder will provide Contract Performance Guarantee of appropriate value within 15 days of receipt of FOI from the Employer. The Performance Guarantee shall be in form of irrevocable Bank Guarantee as per Format F – 9 of Attachment – I and shall be in the currency of Contract.

38.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security.

39. CORRUPT AND FRAUDULENT PRACTICES

- 39.1 The Employer requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:
- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Employer, and includes collusive practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 39.2 The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:
- 39.3 The Employer will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.
- 39.4 Bidder is required to sign the Integrity Pact with GAIL GAS Ltd as per the format and terms and condition enclosed at Attachment – III. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

40. WAIVER OR TRANSFER OF AGREEMENT

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

41. ORDER OF PRECEDENCE

The Articles contained in this Part shall supplement to the Special Conditions of Contract - Works, General Conditions of Contract – Works. Where any portion of Special Conditions of Contracts - Works, and General Conditions of Contract – Works is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract - Works, and General Conditions of Contract – Works only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract - Works, General Conditions of Contract – Works.

42. UNSOLICITED POST TENDER MODIFICATIONS

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

43. SIGNING OF AGREEMENT

- 43.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Intent in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).

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



SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)
FOR SERVICES



GENERAL CONDITIONS OF CONTRACT

SECTION-I DEFINITIONS

- 1.0 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/GAIL GAS means GAIL GAS LTD., a public limited company, incorporated under the Company's act 1956 and having its Registered office at 16, Bhikaji Cama Place, New Delhi - 110066 and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives, his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the GAIL GAS 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 "PERMANENT WORK" 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 "CONSTRUCTION EQUIPMENT" 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 "CONTRACT DOCUMENTS" 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 Woodgroup Engineering India Pvt. Ltd (WGI) who are the consulting engineer to the Employer for this project and having registered office at 18 Incube business centre, Level -4, Nehru Place, New Delhi – 110019, India.
- 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,

GENERAL CONDITIONS OF CONTRACT



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 GAIL GAS 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 "CHANGE ORDER" 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 "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.16 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.
- 1.1.17 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials, plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other

GENERAL CONDITIONS OF CONTRACT



- person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE"



comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communications, etc. establishing manpower organisation 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

2.0 General Information

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

- b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

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

- 2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping



installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.

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

However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Power Supply:

- 2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.
- 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations, etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

GENERAL CONDITIONS OF CONTRACT



- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.
- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters 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

GENERAL CONDITIONS OF CONTRACT



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 the 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

3.0 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

GENERAL CONDITIONS OF CONTRACT



Document and all further correspondence shall be submitted in JPPLICATE.

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 GAIL GAS (India) Limited due for opening on _____]. The *Full Name, Address and Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

4.0 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.

GENERAL CONDITIONS OF CONTRACT



4.2 All pages are to be Initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialled 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 tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 Signature of Tenderer:

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

GENERAL CONDITIONS OF CONTRACT



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 GAIL GAS (India) Limited, and that M/s GAIL GAS (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 GAIL GAS (India) Ltd. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s GAIL GAS (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.

5.0 Transfer of Tender Documents:

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6.0 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

GENERAL CONDITIONS OF CONTRACT



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.

7.0 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.

8.0 Addenda/Corrigenda

8.1 Addenda/ Corrigenda to the Tender Documents will be issued 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 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.

9.0 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.

10.0 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.

GENERAL CONDITIONS OF CONTRACT



- 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
- 10.3 Monthly/Weekly construction programme will be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.
- 11.0 Tenderer's Responsibility;**
- 11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised before 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.
- 12.0 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.
- 13.0 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.
- 14.0 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 authorise 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

GENERAL CONDITIONS OF CONTRACT



by other agencies.

15.0 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.

16.0 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 GAIL GAS to the Bidder.
- 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. GAIL GAS 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.

17.0 Award of Contract:

- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GAIL GAS either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 GAIL GAS will be the sole judge in the matter of award of CONTRACT and the decision of GAIL GAS shall be final and binding.

18.0 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

GENERAL CONDITIONS OF CONTRACT



Tender Documents he should request in writing for an interpretation/clarification to GAIL GAS in triplicate. GAIL GAS will then issue interpretation/clarification to Tenderer in writing. Such clarifications and/or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by GAIL GAS or its employee(s) or its representatives shall not in any way be binding on GAIL GAS.

19.0 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. GAIL GAS 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.

20.0 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

21.0 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:

- 1) The Contract Agreement ;
- 2) The Letter of Acceptance;
- 3) Instructions to Bidders (ITB);
- 4) Special Conditions of Contract (SCC);
- 5) General Conditions of Contract (GCC);
- 6) Any other document forming part of the Contract.

GENERAL CONDITIONS OF 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.

22.0 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.

23.0 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

GENERAL CONDITIONS OF CONTRACT



into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission 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 JPPLICATE, before submission of the tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

GENERAL CONDITIONS OF CONTRACT



- 24.0 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.
- 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.

25.0 Time of Performance: 25.1 Time for Mobilisation

The work covered by this CONTRACT shall be commenced within fifteen (15) days from 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

GENERAL CONDITIONS OF CONTRACT



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.

26.0 **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.

27.0 **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.

GENERAL CONDITIONS OF CONTRACT



- 27.3 Bonus for early completion (*)
- 27.3 BONUS FOR EARLY COMPLETION
- a.3 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.
- a.4 (*) 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.
- 28.0 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.
- 29.0 Failure by the contractor to comply with the provisions of the contract:
- 29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:
- a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.



- b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.
- 29.2 In such events of Clause 29.1(a) or (b) above.
- a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.
- 29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.
- 29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

GENERAL CONDITIONS OF CONTRACT



- 30.0 Contractor remains liable to pay compensation if action not taken under clause 29.0:**
- 30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.
- 31.0 Change in constitution:**
- 31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.
- 32.0 Termination of contract**
- 32(A) 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

GENERAL CONDITIONS OF CONTRACT



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(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

- a) If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty :-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32 (C) 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) 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 GAIL GAS (India) Ltd. against any type of tender nor their offer will be considered by GAIL GAS against any ongoing tender (s) where contract between GAIL GAS and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by GAIL GAS (India) Ltd. to such CONTRACTOR.

33.0 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.

34.0 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.

35.0 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

GENERAL CONDITIONS OF CONTRACT



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.

36.0 Contractor's subordinate staff and their conduct

- 36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN-CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN-CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUB-CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff



etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

37.0 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 -IN-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:

GENERAL CONDITIONS OF CONTRACT



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.

38.0 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-IN-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
- vii) if the CONTRACTOR shall abandon the WORK or
- viii) 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 licence 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.

39.0 Contractor's responsibility with the mechanical, electrical, intercommunication system, airconditioning contractors and other agencies:

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised 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

GENERAL CONDITIONS OF CONTRACT



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.

40.0 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 levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

41.0 Notice:

41.1 TO THE CONTRACTOR:

Any notice hereunder may be served on the CONTRACTOR or his duly authorised 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. GAIL GAS (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.

42.0 Right of various interests:

- 42.1
- i) 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.
 - ii) 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.

43.0 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 practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence 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 practised 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 licences and pay such royalties and licence 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 licence, 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 licence 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, tollage, rent, octroi terminal or sales tax 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.

44.0 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

GENERAL CONDITIONS OF CONTRACT



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.

45.0 Delays by employer or his authorised 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 authorised 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.

46.0 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:

- a) 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.

GENERAL CONDITIONS OF CONTRACT



- b) 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, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.
- 47.0 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.
- 48.0 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.
- 49.0 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.
- 50.0 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

GENERAL CONDITIONS OF CONTRACT



under this CONTRACT.

- 51.0 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.
- 52.0 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.
- 53.0 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.
- 54.0 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

- 55.0 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.
- 56.0 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

GENERAL CONDITIONS OF CONTRACT



authorised 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 authorised representative by way of acknowledgement within 12 hours.

- 57.0 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.
- 58.0 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.
- 59.0 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 authorised 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.
- 60.0 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 initialled 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 (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's

GENERAL CONDITIONS OF CONTRACT



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% upto & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).
b)	Beyond (-) 25% upto & inclusive of (-) 50%	For reduction beyond 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

GENERAL CONDITIONS OF CONTRACT



value.

II. For Lumpsum 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.

61.0 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.

62.0 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

GENERAL CONDITIONS OF CONTRACT



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.

63.0 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

GENERAL CONDITIONS OF CONTRACT



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.

64.0 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.

65.0 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 despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

66.0 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.

67.0 Conditions for issue of materials:

- 67.1
- i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.
 - ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
 - iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
 - iv) 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.
 - v) 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.
 - vi) 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.
 - vii) 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

GENERAL CONDITIONS OF CONTRACT



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.

viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

ix) 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.

x) 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.

xi) 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.

xii) 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.

xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.

68.0 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 licences 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

GENERAL CONDITIONS OF CONTRACT



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 licences 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.

- 69.0 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.
- 70.0 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.
- 71.0 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.
- 72.0 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.
- 73.0 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 despatched 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.

74.0 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.

75.0 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

GENERAL CONDITIONS OF CONTRACT



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.

76.0 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 authorised 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.

77.0 Suspension of works:

77.1 i) 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.

ii) 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.

78.0 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

GENERAL CONDITIONS OF CONTRACT



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.

79.0 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.

80.0 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 fulfil 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.

81.0 Care of works:

81.0 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.

81.1 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 CONTRACTOR. As 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.

81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any

GENERAL CONDITIONS OF CONTRACT



defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACTOR or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR'S risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

- 82.0 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.
- 83.0 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.
- 84.0 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

GENERAL CONDITIONS OF CONTRACT



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.

85.0 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.

86.0 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

87.0 Schedule of rates and payments:

87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of



all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) 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.

iii) 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.

iv) 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.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax 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.

vi) 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.

vii) 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

GENERAL CONDITIONS OF CONTRACT



Schedule of Rates, shall only be released on issuance of change order.

88.0 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 scrutinise 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 GAIL GAS shall make all endeavour 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: GAIL GAS (India) Limited has introduced Computerised Billing System whereby when the Bills are submitted in GAIL GAS by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through GAIL GAS'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

GENERAL CONDITIONS OF CONTRACT



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.

89.0 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.

90.0 Running account payments to be regarded as advance: 90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties

91.0 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 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.

92.0 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 unauthorised 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.

93.0 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.

94.0 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.
- ii) 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.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) 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

GENERAL CONDITIONS OF CONTRACT



necessary documents.

- 95.0 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.
- 96.0 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.
- 97.0 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

- 98.0 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 sales taxes, duties, octroi, 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

GENERAL CONDITIONS OF CONTRACT



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 subdivision thereof.

Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

99.0 Sales tax/Turnover tax: 99.1 Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

100.0 Statutory variations 100.1 Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to GAIL GAS. However, any increase in the rate of these taxes and duties (E.D. and S.T.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to GAIL GAS.

101.0 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.

i) 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

GENERAL CONDITIONS OF CONTRACT



State Insurance Act from wages and affix the Employee's 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.

ii) 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.

iii) 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.

iv) 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.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the

GENERAL CONDITIONS OF CONTRACT



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 Employers hip of such vehicles.

VI) 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 nationalised 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.
- vii) 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.

102.0 Damage to Property or to any Person or any Third Party:

- 102.1 i) 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.
- ii) 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.
- iii) 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 wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOUR LAWS

103.0 Labour laws:

- 103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any,

GENERAL CONDITIONS OF CONTRACT



before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

- vi) 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.
- vii) 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.
- viii) 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.
- ix) 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.
- x) 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

GENERAL CONDITIONS OF CONTRACT



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.

104.0 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.

105.0 Contractor to indemnify the Employer:

105.1 i) 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.

ii) 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.

iii) 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

GENERAL CONDITIONS OF CONTRACT



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.

106.0 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

107.0 Arbitration:

107.1 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 referred to arbitration by Sole Arbitrator.

The Employer [GAIL GAS (India) Ltd.] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GAIL GAS) 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

GENERAL CONDITIONS OF CONTRACT



English language and venue shall be New Delhi, 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 Delhi.

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.

108.0 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 DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

109.0 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.

GENERAL CONDITIONS OF CONTRACT



- 110.0 Safety regulations:**
- 110.1 i) 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.
- ii) 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.
- 111.0 First aid and industrial injuries:**
- 111.1 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
- ii) 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.
- iii) 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.
- 112.0 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.
- 113.0 Contractor's barricades:**
- 113.1 i) 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.
- ii) CONTRACTOR's employees and those of his SUB-CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.
- 114.0 Scaffolding:**
- 114.1 i) 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).

- ii) 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.
- iii) 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.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.
- v) 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.

115.0 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 atleast 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

GENERAL CONDITIONS OF CONTRACT



no circumstances undermining or under-cutting shall be done.

116.0 Demolition/general safety:

- 116.1 i) 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.
- ii) 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 board to prevent accident to the public.
 - f) 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.
- iii) 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.
- iv) 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.
 - c) 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.
 - d) 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.
 - e) 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.
- v) 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

GENERAL CONDITIONS OF CONTRACT



energised, 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.

- vi) 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.
- vii) 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.
- viii) 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.
- ix) 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.

- | | |
|--|--|
| 117.0 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. |
| 118.0 Temporary combustible structures: | 118.1 Temporary combustible structures will not be built near or around work site. |
| 119.0 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. |
| 120.0 Explosives: | 120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the |

GENERAL CONDITIONS OF CONTRACT



necessary licence 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.

- 121.0 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 thereunder 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 thereunder by or on behalf of any persons employed by him or otherwise.
- 122.0 Preservation of place:**
- 122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour 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.
- 123.0 Outbreak of infectious diseases:**
- 123.1 The CONTRACTOR shall remove from his camp such labour and their families 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.
- 124.0 Use of intoxicants:**
- 124.1 The unauthorised 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

GENERAL CONDITIONS OF CONTRACT



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.

GENERAL CONDITIONS OF CONTRACT



PROFORMA FOR CONTRACT AGREEMENT

LOA No. GAIL /

Dated -----

Contract Agreement for the work of ----- of GAIL GAS Ltd. made on ----- between (Name and Address)---
-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or
context include its successors and permitted assignees) of the one part and GAIL GAS LIMITED 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.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at

GENERAL CONDITIONS OF CONTRACT



the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the 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.

GENERAL CONDITIONS OF CONTRACT



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.

Signed and Delivered for and
on behalf of the CONTRACTOR.

GAIL GAS LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



SECTION – IV
SPECIAL CONDITION OF CONTRACTS (WORKS)



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



1.0 GENERAL

- 1.1 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.
- 1.2 Notwithstanding the sub-division of the documents into these separate Parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 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.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- i) Letter of Award along with Statement of Agreed Variations
 - ii) Fax / Letter of Intent / Fax of Acceptance
 - iii) Schedule of Rates as enclosures to Letter of Award
 - iv) Job / Particular Specifications
 - v) Drawings
 - vi) Technical / Material Specifications
 - vii) Special Conditions of Contract
 - viii) General Conditions of Contract
 - ix) Indian Standards
 - x) Other applicable Standards
- 1.7 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.
- 1.8 In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

- 2.1 The Scope of Work and scope of supply of the contractor is described separately in the bidding document. It is, however, explicitly understood that the scope as described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, interalia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES

- 3.1 The Clause No. 2.3 to 2.5 given in General Conditions of Contract is modified to following extent:
- 3.2 The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office, fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same. The Employer / Consultant shall not supply water, power and other utilities.
- 3.3 Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor's office, Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense 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 the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claims in respect of any such surplus material disposed of as aforesaid.
- 3.4 Cutting of trees shall not be permitted except in the case that tree is falling on the line of ROU/ROW. In such circumstances, details of such tree being cut shall be prepared and forest/ municipal authorities be informed and necessary approval be obtained by contractor. However, after backfilling of trench & restoration, contractor should plant equal number of saplings in that area, cutting of tree for any purposes (fuel etc.) by workers are strictly prohibited.

4.0 TIME OF COMPLETION

- 4.1 The work shall be executed strictly as per Time schedule mentioned in the bidding document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.
- 4.2 A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion mentioned above.
- 4.3 Monthly/ weekly construction programme will be drawn up by Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint construction programmes as 4.2 above. The Contractor shall scrupulously adhere to these Targets/ Programme by deploying adequate personnel, construction tools & tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets set out in the weekly and monthly programme. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-Charge shall be final and binding on the contractor.
- 4.4 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.
- 4.5 The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.

5.0 DRAWINGS AND DOCUMENTS

- 5.1 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.
- 5.2 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. JPK shall review the drawings/documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.
- 5.3 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.
- 5.4 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.
- 5.5 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 what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.
- 5.6 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.

6.0 COMPLIANCE WITH LAWS

- 6.1 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.

7.0 GOVERNMENT OF INDIA NOT LIABLE

7.1 It is expressly understood and agreed by and between the Contractor and the Employer that the Employer 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 there under. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

9.0 LIMITATION OF LIABILITY

9.1 The final payment by the Employer in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer.

9.2 Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

10.0 CONTRACT PERFORMANCE GUARANTEE

The clause no.24.0 of GCC shall stand modified to the following extent only:

10.1 As a Contract Security, the Contractor to whom the work is awarded, within 15 (Fifteen) days of such award of contract shall furnish a Contract Performance Guarantee in favour of the Employer/Consultant in the form of an irrevocable and unconditional Bank Guarantee as per proforma approved by Employer/Consultant. This Bank Guarantee shall be issued by any Indian Nationalised /Scheduled Bank or reputed International Bank as stipulated at Clause 71.0 below. The Guarantee amount shall be 10% (Ten Percent) of the Contract Price as awarded, for the faithful performance of the contract strictly in accordance with terms and conditions of contract. The Guarantee shall be valid till expiry of 90 (Ninety) days after the end of Defect Liability Period.

10.2 In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.

10.3 The Employer shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honor any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

10.4 Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract. The



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid till expiry of 90 (ninety) days after the end of Defect Liability Period / Guarantee Period for entire works covered under the contract.

- 10.5 In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer may without prejudice to any other right or remedy available to the Employer, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 62.0 below. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

11.0 TAXES, DUTIES AND LEVIES

- 11.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including excise duty, service tax, custom duty, CVD, additional CVD, octroi 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 with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors 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 of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant 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. The prices shall also be inclusive of Sales Tax /Works Contract Tax/ VAT/ Trade tax/ turnover tax as applicable.

- 11.2 Employer shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

- 11.3 If excise duty is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

12.0 SUBSEQUENT LEGISLATION

- 12.1 All duties, taxes (including sales tax on works contract/ trade tax/ turnover tax/service tax as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes /duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the GAIL GAS's account but such Taxes /duties imposed beyond Contractual Completion date shall be to the Contractor's account.

13.0 STATUTORY VARIATION IN TAXES & DUTIES

- 13.1 Clause 100.1 of GCC is modified to the following extent.
- 13.2 The statutory variation in Excise duty, Sales Tax, VAT, Service Tax, **except WCT** within the Contractual completion period shall be to Employer/Consultant's account, against submission of the documentary evidence.

However, any increase in the rate of Excise duty, Sales Tax, VAT, Service Tax etc beyond the Contractual completion period shall be to contractor's account whereas any decrease in the rate of Excise duty, Sales Tax, VAT, Service Tax etc shall be passed on to the Employer / Consultant.

- 13.3 The base date for the purpose of applying statutory variation shall be the due date of submission of last price bid.
- 13.4 Regarding Service Tax and Excise Duty, Contractor shall submit CENVATable invoice giving break-up of tax amount, so that Employer can avail the CENVAT benefit as per rule. The CENVATable Invoice to be raised on

Office In Charge
GAIL GAS Ltd
Noida (UP)

14.0 INCOME TAX & CORPORATE TAX

- 14.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 14.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 14.3 Works Contract tax / VAT as may be applicable shall be deducted as per the trade tax act.

15.0 CUSTOM DUTY

- 15.1 The Contract Price shall include the following duties i.e. Custom Duties on merit rate, CVD, additional CVD for all materials and consumables envisaged to be imported for incorporation in the permanent works. It shall be clearly understood by the Contractor that custom duty shall neither be paid nor reimbursed by Employer. Contractor shall be fully responsible for port clearance including stevedoring, handling, unloading, loading, storage, inland transportation and receipt of materials at site etc. and cost thereof shall be included in the contract price. The contractor shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard. However, the Employer shall pay statutory variation in custom duty (except CENVATable component), if any, after the date of submission of last price bid & up to Contractual completion period but beyond the contractual completion period the statutory variation shall be to contractor's account.
- 15.2 The CIF value of materials envisaged to be imported for the purpose of permanent incorporation in the works shall be indicated separately in the Price Schedule. The custom duty and other import duties payable on the CIF value of materials imported for the purpose of permanent incorporation in the work shall be paid directly by the contractor and are included in the contact price. However, the Employer/Consultant shall pay statutory variation in custom duty (except CENVATable component), if any, after the date of submission of last price bid & up to Contractual completion period but beyond the contractual completion period the statutory variation shall be to contractor's account.

16.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS

- 16.1 Contractor is liable to pay custom duty on the equipments brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.

- 16.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer, the Employer may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer, of the like amount in the form and from a Bank in India approved by the Employer.
- 16.3 If for any reason the Employer is required by the Customs Authorities during execution of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer pay the same to the Employer, with the right in the Employer (without prejudice to any other mode of recovery or right of the Employer) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Employer, by the Contractor in favour of the Employer for an amount equivalent to amount of custom duty.
- 16.4 The obligations undertaken and/or any bond or facility provided by the Employer to the Contractor shall be based on the clear understanding that the said equipment shall be utilised by the Contractor only for the performance of the work covered under this contract and that the Employer shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor shall utilise or permit to be utilised the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @ 22% (Twenty two percent) per annum from the date of relative payment by Employer up to the date of recovery in full.

17.0 IMPORT LICENCE

- 17.1 Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Employer/Consultant shall not provide import license.

18.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

- 18.1 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

19.0 FIRM PRICE

- 19.1 The quoted prices shall be firm and shall not be subjected to price escalation till the work is completed in all respects.

20.0 WORKS CONTRACT

- 20.1 The work covered under this contract shall be treated as "Works Contract". Where free issue material will be supplied by the Employer, bidder will not opt for Works Contract (Composition Scheme for payment of service tax). The bidder will quote their rates inclusive of service tax at full rate. Full rate of service tax will be reimbursed to service provider against cenvatable invoice.



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



21.0 PROVIDENT FUND ACT

21.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challans / receipt for the payment made to the RPFC for the preceding months.

22.0 DELETED

23.0 CONSTRUCTION RIGHT-OF-USE AND PERMITS

23.1 The Employer / Consultant shall provide to the Contractor free of cost the construction right-of-use for the pipeline and permissions and permits (if any) necessary to lay the pipeline, laying of optical fibre cable as governed by the clauses defined elsewhere in the bidding document.

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

23.3 The Employer/Consultant does not warrant that the right-of-use shall be suitable at all locations for use and/or movement of vessels and mechanical and other equipment of the Contractor, and the Contractor shall be responsible at his own cost and initiative to innovate at site and adopt suitable means to perform the work in any particular circumstances as may be encountered. The Contractor shall not be entitled to any compensation beyond the price of services for any hardship or increased cost caused by the pipeline being routed in the tidal zone or adjacent to or across any pipeline, highway, road, dyke, lake, river, stream, land and other water channel or course, swamp or marsh, telephones, telegraph and electric power lines, cables, poles and wires, sewers, drains, embankments, cliffs or other obstacles whatsoever which may be physically or otherwise, in any manner restrict or limit the use of Contractor's vessels, machinery or equipment or necessitate additional precautions and/or works to lay the pipeline or necessitate the use of special methods of construction and/or employment of manual processes, all such contingencies and restrictive features being deemed to have been recognized by the contractor and provided for in the price of services.

23.4 The contractor shall notify the Employer/Consultant the probable date of commencement of work at ROU/ROW site at least two (2) weeks in advance to enable the Employer/Consultant to arrange handing over of the ROU/ROW/site on the date requested. Should contractor fail in such notification, the Employer/Consultant shall not be liable for any claim by Contractor, of whatsoever nature, for delay in the availability of a ROU site.

23.5 The Employer shall endeavour to procure the right-of-use for the entire pipeline in advance of the commencement of the work by the Contractor for the construction of the pipeline. Should, however, this not be possible, the Contractor shall commence work in respect of the Part or Parts of the pipelines for which the right-of-use has, for the time being, been acquired. If necessary, because of any problem or difficulty concerning the right-of-use, or the procurement thereof in any Part or Parts due to the existence of any unforeseen or force majeure conditions covering at any location/Part or Parts of the pipeline right-of-use, the Contractor shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible point of its



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



continuance, in respect of which right-of-use exists and/or in which the construction work can be continued, and shall move in the opposite direction, if necessary.

- 23.6 The Employer shall likewise endeavour to procure the permits/licenses required to be procured by the Employer under the contract sufficiently in advance to enable the contractor to continue movement of the spread in the same direction. Should, however, for any cause such permission/license not be available in time to match the progress of the work, the Contractor shall forthwith within the scope of work and without entitlement to additional compensation therefore forthwith proceed with the work at the next possible point of its continuance, including movement of the spread in the opposite direction, if necessary.
- 23.7 Contractor is required to maintain a hindrance register. All hindrances encountered in the execution needs to be logged in this register.

24.0 MECHANISED CONSTRUCTION

- 24.1 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. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.
- 24.2 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 Employer / Consultant / Consultant in this regard shall entertain no claim whatsoever.

25.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

- 25.1 Contractor shall be responsible for organising the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipments are kept open.
- 25.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the contractor after obtaining prior approval of the Engineer-in-Charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the contractor after ensuring proper stability of main structure with prior permission of Engineer-in-Charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-Charge.
- 25.3 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.
- 25.4 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.
- 25.5 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.

25.6 ERECTION OF EQUIPMENTS

- 25.6.1 All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of Employer/Consultant.
- 25.6.2 Bidder shall submit the indicative erection scheme for compressor/equipment and shall undertake the erection only after obtaining approval of erection scheme by Engineer-in-charge.
- 25.6.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

26.0 TERMS OF PAYMENT

- 26.1 Basis and terms of payment for making “On Account Payment” shall be as set out in **Section – V** to Bid document.

27.0 ISSUE OF EMPLOYER/CONSULTANT SUPPLIED MATERIAL

- 27.1 The conditions for issue of material and reconciliation shall be as per provisions Mentioned in VOL – II of III Scope of work.
- 27.2 The reconciliation of material shall be applicable only for the material issued by Employer as free issue to the contractor.

28.0 LOCATION OF DUMPYARD / STORAGE YARD

- 28.1 The Storage yard location city wise as mentioned below:

All Free Issue Material	
City Name	Storage yard Location
Sonipat	Sonipat
Meerut	CWC Ghaziabad
Dewas	Dewas
Kota	Kota

- 28.2 The Contractor shall collect the pipes from the above storage yard and arrange handling of pipes including crane etc. for unloading, transportation of pipes to required location or pipeline ROU shall be the responsibility of contractor.
- 28.3 Similarly other items issued as Free Issue Material (FIM) shall be collected by the Contractor from Employer / Consultant’s designated storage yard as directed by Engineer-in-Charge. Contractor shall arrange for handling of FIM including crane etc for loading / unloading, transportation of FIM to required site location free of cost.



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



29.0 STATUTORY APPROVALS

- 29.1 Employer shall obtain a general in-principle permissions from most of the authorities having jurisdiction over the area as necessary for construction of the pipeline. However, for some of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Employer at actuals.
- 29.2 The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Employer / Consultant to the contractor on production of documentary evidence.
- 29.3 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.

30.0 TESTS AND INSPECTION

- 30.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.
- 30.2 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.
- 30.3 The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 30.4 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 30.5 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.
- 30.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 30.7 For materials supplied by Employer/Consultant, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the Employer/Consultant shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.
- 30.8 Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.
- 30.9 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

31.0 INSPECTION OF SUPPLY ITEMS



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



- 31.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the Contractor/ Manufacturer. Primary Inspection of any supply items shall be carried out by a TPIA duly appointed by contractor & all cost of the same shall borne by the contractor.
- 31.2 Inspection calls shall be given for associations of Employer/Consultant's representative for field inspection if required as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Employer/Consultant and copies shall be made available to Employer/Consultant before hand for undertaking inspection.
- 31.3 The contractor shall ensure full and free access to the inspection Engineer of Employer/Consultant at the Contractor's or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.
- 31.4 The contractor/ sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Employer/Consultant free of cost for carrying out inspection.
- 31.5 Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of a Employer/Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

32.0 FINAL INSPECTION

- 32.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the Employer/Consultant brings them to his notice. The Employer/Consultant shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

33.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

- 33.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.
- 33.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by GAIL GAS/WGI. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to GAIL GAS/WGI. in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
- 33.3 Employer/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

34.0 TEMPORARY WORKS

- 34.1 All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



35.0 QUALITY ASSURANCE/ QUALITY CONTROL

- 35.1 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 the contract detailed quality assurance programme shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.
- 35.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognised codes.
- 35.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of 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 manufacture's works and dispatch of materials.
- 35.4 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.
- 35.5 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.
- 35.6 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.

36.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 36.1 The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per document enclosed to the tender document.

37.0 SITE CLEANING

- 37.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 37.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- 37.3 The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 37.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.

37.5 The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.

37.6 No extra payment shall be paid on this account.

38.0 COMPLETION DOCUMENTS

38.1 AS BUILT DRAWINGS

38.1.1 Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings to the "AS BUILT" stage (including all vendor/sub-vendor drawings for bought out items) and provide the Employer / Consultant, the following:

- i) One complete set of all original tracings.
- ii) One complete set of full size reproducible.
- iii) One complete set of reduced size (279mm x 432mm) prints.
- iv) One complete set of microfilm of all original drawings.
- v) Six complete sets of reduced size (279mm x 432mm) prints.
- vi) Six complete bound sets of Contractor's specification including design calculations.
- vii) Three copies of daily logs of activities.
- viii) Three sets of all raw data collected/generated for and during execution of the entire job.
- ix) Edited master videotape plus six VHS format copies.

38.2 Completion Document

38.2.1 The following documents shall be submitted in hard binder by the CONTRACTOR in **6 (Six) sets and 2 (two) sets of soft copies**, as a part of completion documents:

- i) Procedure Qualification Report.
- ii) Welder Qualification Report / Training Report.
- iii) Hydrostatic and other test results & reports.
- iv) Pre-commissioning/ Commissioning checklist.
- v) All other requirements as specified in the respective specifications.
- vi) As built drawings.
- vii) Any other drawing/document/report specified elsewhere in the bidding document

Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

39.0 COORDINATION WITH OTHER AGENCIES

39.1 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.

40.0 SETTLEMENT OF DISPUTE BETWEEN TWO PSU's

40.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of the contracts, such disputes or differences shall be referred by either party to the Arbitration in the Department of Public Enterprises nominated by the Secretary to the Govt. of India in charge of the Board of Public Enterprises,

Govt. of India. The Arbitration and Conciliation of shall not be applicable to such arbitration. 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, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special/ 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.

41.0 UNDERGROUND AND OVERHEAD STRUCTURES

41.1 The information to possible extent regarding existing structures/overhead lines, existing pipelines and utilities are already indicated on alignment sheets. Over and above contractor may encounter other structure/pipelines/ OFC etc. which may not be appearing on alignment sheet, the contractor is required to collect such information on his own before commencing the work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Employer/Consultant from and against any destruction thereof or damages thereto.

42.0 TEST CERTIFICATES

42.1 Bidder shall be required to submit recent test certificates for the material being used in works from the recognised laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

42.2 Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.

43.0 ROYALTY

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

44.0 EXCAVATION BY BLASTING

44.1 The Contractor shall obtain license from the District authorities for undertaking blasting work as well as for obtaining and storing the explosive as per Explosive Rules 1940, corrected up to date. He shall purchase the Explosives, fuses, detonators etc. only from a licensed dealer. He shall be responsible for the safe custody and proper accounting of the explosive materials. The Engineer-in-Charge and his authorized representative shall have the access to check the contractor's store of explosives and his accounts. In case where the explosive are required to be transported and stored at site, relevant clauses of the Explosive rules 1940 as amended subsequently shall apply. The Contractor shall be responsible for any accident to workman, public or property, due to blasting operations.

45.0 SITE FACILITIES FOR WORKMEN

45.1 Following facilities are to be ensured at all work places where workmen are deployed/engaged by Contractor.

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

46.0 EXECUTION OF ELECTRICAL WORKS

46.1 The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor license. In case contractor himself executes electrical works then he shall arrange valid electrical contractor license before start of electrical works at site. Notwithstanding, contractor shall adhere to all the safety standard as included in bidding document.

47.0 HYDROSTATIC / PNEUMATIC TESTING

47.1 The bidder as per the Technical specification along with their offer taking into account the completion schedule shall furnish the detailed procedure proposed for the hydrostatic / Pneumatic testing of pipeline. The necessary piping, pumps etc. shall be provided by the contractor. The final disposal of water after testing shall be contractor's responsibility and should be in such a way that neither the traffic movement even pedestrians nor the standing crop in nearby fields gets affected. Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge within the contracted prices.

47.2 The contractor shall propose & obtain approval of E-I-C for the length of test parts proposed based on drawings and keeping in view other exigencies.

48.0 ARBITRATION

48.1 Clause No.107.0 of GCC pertaining to Arbitration shall be replaced by the following:-

48.1.1 All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

48.1.2 The Employer/Consultant shall suggest a panel of three independent and distinguished persons to the other party (Bidder / Contractor / Supplier/Buyer as the case may be) to select any one among them to act as the sole Arbitrator.

48.1.3 In the event of failure of the other party to select the sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and the Employer/Consultant shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Employer/Consultant on the appointment of Sole Arbitrator shall be final and binding on the parties.

48.1.4 The award of the 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 proceeding shall be in English language and the venue shall be at New Delhi, India.

48.1.5 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.

48.1.6 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

48.1.7 Bidders/ Supplier/ 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 centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



49.0 MAKE OF MATERIALS

49.1 The materials required to be supplied by the contractor under this contract shall be procured only from Employer/Consultant approved vendors. Where the makes of materials are not indicated in the Bidding document contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of Vendors / sub-vendors before placing order.

50.0 ADDITIONAL WORKS / EXTRA WORKS

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

51.0 COMPENSATION FOR DELAY/PRICE REDUCTION SCHEDULE FOR ANY DELAY

51.1 Price reduction Schedule shall be order wise as per Clause No: 27.0 of GCC

51.2 In case the Contractor achieves the contractual completion period for commissioning of the pipeline, the already deducted amount against various earlier milestone slippages including deductions on account of MCEDS shall be refunded. However, in case the contractor fails to achieve the contractual completion period for commissioning of the pipeline, the already deducted amount shall not be refunded.

52.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

The CONTRACTOR shall within 15 (fifteen) day, after receipt of notification of award of work provide detailed schedule covering the Scheduled status of all functions of the project like procurement, construction and commissioning phases. This network shall be reviewed by the Owner / Engineer-In-Charge and the agreed schedule shall form the basis of scheduling and monitoring.

53.0 RESPONSIBILITY OF CONTRACTOR

53.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Employer/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Employer/Consultant/Engineer-in-charge shall be carried out at no extra cost to the Employer/Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Employer/Consultant.

53.2 All expenses towards mobilisation at site and demobilisation including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

53.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.

53.4 Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas 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. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.

53.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

54.0 CHECKING OF LEVELS

54.1 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.

54.2 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.

55.0 STORAGE FACILITIES

55.1 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.

56.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

56.1 Clause No. 20.0 of GCC is modified to the following extent:

56.2 "In items rate contract where the quoted rates for the items exceed 50% of the owners / estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

i) Rates as per SOR, quoted by the Contractor.

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.

57.0 INSURANCE FOR FREE ISSUE MATERIAL

57.1 Contractor shall at his own expense arrange, secure and maintain insurance cover for Employer/Consultant's supplied free issue materials as defined in Bidding Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be GAIL GAS Limited. The insurance cover of the free issue material shall be for the period from the date of handing over the material to Contractor from Employer/Consultant's designated place of issue/ dumpsite to date of handing over the completed work to Employer/Consultant. The approximate cost of free issue material for each City is as below:

Kota:(Zone -1): Rs. 1.50 Crore

Kota:(Zone -2): Rs. 1.50 Crore

Dewas (Single Zone): Rs 3.00 Crore
Sonipat (Zone -1): Rs. 1.50 Crore
Sonipat (Zone -2): Rs. 1.50 Crore
Meerut: (Zone -1): Rs. 1.50 Crore
Meerut: (Zone -2): Rs. 1.50 Crore

57.2 The schedule of insurance cover for free issue materials given above stands revised as follows:

Upto 3 Months 25% of value
After 3 Months Upto 5 Months 70% of value
Beyond 5 Months 100% of value

58.0 INSURANCES IN INDIA

- 58.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Employer/Consultant 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/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Employer/Consultant. 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 Contractor.
- 58.2 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/Consultant, 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/Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Employer/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Employer/Consultant 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.
- 58.3 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 licenses, 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.
- 58.4 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Employer/Consultant 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.
- 58.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

59.0 BANK GUARANTEES

59.1 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 Crore 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 Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.1000 Million 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 authorised by way of Law / its memorandum to issue such guarantee.

60.0 BONOUS CLAUSE

GCC Clause No. 27.3 shall not be applicable for this tender.

61.0 ANNUAL RATE CONTRACT CONDITIONS

61.1 GAIL GAS can award to contractor as per Schedule of Rates (SOR) in bid document as & when required during the validity of Rate Contract which will be two (2) years from the date of Fax of Intent on successful bidder. Length of laying of MDPE Pipes and other associated works and completion period shall be informed to Contractor by GAIL GAS by a firm 'Letter of Intimation' against subject Rate Contract during its validity.

61.2 A single Contract Performance Bank Guarantee (CPBG) of 10% of Contract value shall be submitted by contractor within 15 days of the issuance of FOI OF SUBJECT Annual rate contract.

61.3 Separate order (s) by firm 'Letter of Intimation' will be placed for each laying & associated work during the validity of Rate Contract. Price Reduction Schedule for delay in completion and contract value for Limitation of Liability will be applicable for each order separately.

61.4 Employer envisages that there can be more than one projects at a time, accordingly contractor shall be required to work with all the project(s) simultaneously and each project shall be dealt exclusively separate so that project (s) schedule can be adhered to and completed on or before the date of completion.

61.4 The ARC shall be valid for a period of Two (2) year and may be extended for a further period of One (1) more year on the same terms & conditions.

62.0 PENALTIES

- 62.1 If installations/work done by the contractor is not as per the standards and rectification of the same is not completed within the stipulated time, a penalty of Rs 5000.00 per connection shall be levied on the contractor.
- Further, if it is noticed and confirmed by the Consultants/Third party Agencies/ GAIL GAS Site In charge, that the work/services doesn't comply with the Safety/Technical requirements mentioned in the tender document, GAIL GAS shall have right to levy following penalties on the Contractor and deduct applicable amount from the Contractor's Running Bills.
- 62.2 In case proper barricading is not provided, along the trench and pits, as per technical specification for Laying of PE Pipeline, the work shall be immediately suspended till such time proper barricading, as per the technical specification is provided and Rs 1000.00 per day shall be levied as penalty till such time the barricading is provided. In case the contractor fails to provide the barricading for long time, at the discretion of GAIL GAS, the work shall be offloaded to some other agency at the risk and cost of the contractor.
- 62.3 In case required numbers of equipment, Tools & Tackles as per the lists enclosed with the Technical Specifications for laying of PE Pipelines and technical Specification for installation of GI/Copper pipes, could not be provided by the contractor at the time of need, a notice shall be issued to the contractor by GAIL GAS Site- In charge and Rs 1000.00 per day shall be levied as penalty till such time the equipment, Tools & Tackles are available for completion of the work.
- 62.4 In case required numbers of safety equipments like Safety Harness belts, helmets, fluorescent jackets etc as per the Technical Specifications and Special conditions of the contract of the tender, could not be provided by the contractor during execution, work shall be suspended and notice shall be served by GAIL GAS Site-In charge to the contractor Rs 1000.00 per day shall be levied as penalty till such time the same is provided.
- 62.5 In case the contractor does not mobilise the HDD machine at site and fails to start the work within one week from the intimation received from Engineer-In charge, GAIL GAS at its sole discretion may get it executed from an alternate agency at the risk and cost of the contractor. Also, an administrative charge @ 15% over and above the actual cost incurred shall also be levied from contractor's bill.
- 62.6 In case it is noticed and confirmed by the Consultants/Third party Agencies/ GAIL GAS Site-In charge that any fusion jointing or conversion is being carried out by personnel other than approved/qualified technicians as per the Technical Specifications for laying of PE pipelines and technical specification for installation of GI/Copper Pipes, Rs1000.00 per joint or conversion shall be levied and the person supervising the work shall be suspended from IGL sites.
- 62.7 In case of non-submission of material reconciliation statement on first week of every month, Rs 5000.00 per instance shall be levied from the running bills.
- 62.8 In case of installation of contractor's supplied material without inspection and prior approval of EIC /Site Incharge, Rs 5000.00 per instance shall be levied from the running bills.
- 62.9 In case of non compliance of statutory provisions penalty will be imposed by the owner as detailed below:
- 62.10 Contractor's failure to submit RPFC challans along with the bills for more than one month during the tenancy of the contract shall attract penalty of Rs 5000.00 per month. Owner may suspend the work if challans are not submitted within three months.
- 62.11 Delay in obtaining ESI/WC cover taken for shorter duration will result into retention of an amount equal to 5% of RA bill which will be released on receiving the requisite documents/challans after deducting a penalty of Rs 1000.00 per month per instance over and above the amount which would have otherwise being paid by the contractor in obtaining the required ESI/WC Cover.

- 62.12 Delay in submitting the required insurance policies as specified in the tender document will result into a penalty of Rs 5000.00 over and above the amount which would have otherwise being paid by the contractor in obtaining the required insurance policies. The contract may be terminated in case of in-ordinate delays at the sole discretion of owner.
- 62.13 The contractor must obtain labour license before the start of work at allotted site. The completion period specified against each work order includes time required for mobilisation and fulfilment of all statutory requirements as defined in the tender document.

63.0 PRICE VARIATION

Rates for SOR items shall be reviewed after one year period from date of award of contract for change in price of GI Pipes, GI Fittings, Copper Tubes & Fittings and Brass Fittings to be supplied by the contractor. Following methodology shall be adopted:

For GI Pipe and GI Fittings

- a) The impact of variation of steel prices in the selected GI Items, as indicated below in the table, shall be based on comparison of price of steel Ingot.
- b) The price of steel Ingot (Ghaziabad) shall be based on steel prices being published by MCX in The Economic Times, Delhi.
- c) The starting reference price of the steel Ingot shall be derived from the average prices of the week prior to the week of due date of bid submission.
- d) The prices shall be reviewed at an interval of every one year from date of award of contract. The value of steel price for the next one year shall be derived from the average steel price of steel Ingot the last week of the previous year.
- e) The new price shall be compared with the existing price of steel Ingot and any variation in the prevailing all inclusive unit rates of identified SOR item shall be considered only if the variation in the two values is +/-10% or more.
- f) No variation in price due to variation in price of Zinc or any other material shall be allowed

For Copper Tubes, Fittings and Brass Fittings

- a) The variation in the prices of Copper/Brass tube/fittings shall be based on the per kg. rate of the Copper Wire Bar.
- b) The reference base price of Copper Wire Bar shall be taken as the average price during the week prior to the bid submission, published by the Bombay Metal Exchange. The variation shall be evaluated at the starting of every year and shall be applicable for subsequent one year.
- c) The reference price for each subsequent every year shall be taken as average price of last week of the preceding year for Copper Wire Bar as published by BME. The revision in rates shall only be considered if the variation in the rates published by the BME is beyond 10% (+ or -) from the existing price.
- d) No variation in the basic rate of Copper tube/fittings shall be considered for any other chemical or metal element.



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



ANNEXURE-I

NAME OF WORK:

BID DOCUMENT NO.:

DETAILS OF PROPOSED ORGANISATION

The bidder shall submit herein details of Head Office and site organization proposed to be deployed for execution of work. Bidder shall also furnish the bio-data of site-in-charge and key personnel to be deployed.



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



ANNEXURE-II

NAME OF WORK:

BID DOCUMENT NO.:

DETAILS OF PROPOSED SUB CONTRACTORS, IF ANY

Sl. No.	Work to be sub-contracted	Name and address of sub-contractor	Past experience (in brief) of similar nature work executed during last 5 years



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



SECTION V
PAYMENT TERMS

Progress Payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions / recovery of mobilization advance including interest charges accrued thereon. The basis for payment against various items shall be below:

1.0 TERMS OF PAYMENTS

The contractor has to raise the RA bill on monthly basis and payment shall be made as per the following terms:

1.1. For SOR Item (1.1, 1.2, 1.4a, 1.5 to 1.9, 1.10, 1.13 to 1.15) MDPE Laying

70%	In continuous stretches of minimum 500 Mtrs. or total scope which ever is less after completion of trenching, lowering, jointing of pipeline, back-filling and compaction for the complete stretch as per the scope of work
20%	Testing of network, commissioning of the system, installation of Permanent Markers & Valve chambers, submission of As built drawings.
10%	Submission of all documents, material reconciliation and closure of contract.

1.2. For SOR item (1.3) Restoration of Trenches

70%	After complete area wise restoration as per the standards (CONTRACTOR may note that restoration work shall be carried out after successful testing and commissioning in respective areas).
20%	After obtaining NOC from respective local authorities / Third party agencies designated by land owning agencies.
10%	After completion of all works and closure of contract

1.3. For SOR item (1.4b, 1.11, 1.12 & 4) supply

90%	After installation & completion of the work in all respects along with 70% payment at 1.1 above
10%	After submission of documents and closure of contract

1.4. For SOR item (2.1 & 2.2) for GI/ Cu supply & installation

70%	Completion of installation of pipes including all fittings, regulators, valves and clamping
20%	Testing of installations, painting, commissioning i.e. Ready for Conversion
10%	After submission of documents, reconciliation of material and closure of contract.

1.5. For SOR item (2.3 to 2.5) installation of domestic meter, drilling hole, conversion of domestic meter and regulator boxes

90%	After supply and/ or installation i.e. completion of the work in all respects
10%	After submission of documents, reconciliation and closure of contract

1.6. For SOR item (3) DRS & MRS / Metering skid installation

90%	After installation i.e. completion of the work in all respects
10%	After submission of documents, reconciliation of material and closure of contract



CNG AND CITY GAS DISTRIBUTION PROJECT
TENDER FOR PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



1.7. For SOR item (5 & 6) Structural /Civil Work

90%	90 % on completion of work
10%	10% on completion of all works in all respects including commissioning and final acceptance thereof.

2. PAYMENT METHODOLOGY

- 2.1 The contractor shall raise City wise / Zone wise CENVATable invoices on monthly basis. Bidder shall enclose all relevant documents as per check list issued by WGI/GAIL GAS including during kick off meeting.
- 2.2 The payments to the Contractor will be released within a period of 15 days from the date of receipt of the complete invoice as per the terms and conditions of the Contract.
- 2.3 Employer will release payment through e-payments only as detailed in the Bidding Document.
- 2.4 Further break-up of Lump-sum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
- 2.5 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.
- 2.6 Bidder shall submit PIMS report along with the Bill.



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



**ATTACHMENT – I
FORMS AND FORMATS**

INDEX

1. Bidder's General Information F - 1
2. Bid Form F - 2
3. List of Enclosures F - 3
4. Annual Turnover F - 3 A
5. Financial Situation F - 3 B
6. Bank Guarantee For EMD / Bid Security F - 4
7. Letter of Authority F - 5
8. No Deviation Confirmation F - 6
9. Certificate F - 7
10. Details of Similar Work / Supply During Past 7 years F - 8
11. Proforma of bank Guarantee For Contract Performance F - 9
12. Certificate of Non-Involvement of Agent F - 10
13. Check List F - 11
14. Enterprise information Format F - 12
15. Declaration - F- 13
16. PF Details - F - 14
17. Commercial Questionnaire - F - 15



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



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

To
GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Telephone Number: _____

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

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

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

1-9 ISO Certification, if any {If yes, please furnish details}

1-10 Bid Currency _____

1-11 Port of shipment / Dispatch Point _____

1-12 Whether Supplier / Manufacturer
Dealer/Trader/Contractor _____

1-13 Type of Material Supplies : _____

1-14 Banker's Name : _____



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



1-15 Branch : _____

1-16 Branch Code : _____

1-17 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-18 Excise Registration number : _____

1-19 Excise Range : _____

1-20 Excise Division : _____

1-21 Excise Collectorate : _____

1-22 Local ST No. : _____

1-23 CST No. : _____

1-24 PAN No. : _____

1-25 Whether SSI Registrant Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



**F-2
BID FORM**

To

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

After examining/reviewing the Bidding Documents for MDPE Pipe Laying and Associated Works, including technical specifications, drawings, General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Corrigendum / Addenda Nos. _____.

We confirm that this bid is valid for a period of four (4) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

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

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

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

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

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

F-3
LIST OF ENCLOSURES

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

A. We are enclosing the following documents:

1. Unpriced Bid
2. EMD / Bid Security
3. Price Bid
4. Bid document Fee

B. We are enclosing the following documents on line as part of the bid:

1. Documentary evidence required for meeting the Bid Evaluation criteria as per bidding document.
2. Methodology of execution of work
3. Execution schedule with interlinking of various activities in form of bar chart meeting the progressive delivery / completion schedule.
4. All documents as per Clause 10 of ITB i.e. documents comprising the bid, Copy of Bidding Documents along with Addendum / Corrigendum no..... 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 Bidding Documents.

SEAL AND SIGNATURE OF BIDDER



F-3A

ANNUAL TURNOVER

EACH BIDDER MUST FILL IN THIS FORM

Annual Turnover data for the last 3 years:

Year	Currency	Amount
Year 1: FY 2008-09 / CY 2009		
Year 2: FY 2007-08 / CY 2008		
Year 3: FY 2006-07 / CY 2007		

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



F-3B

FINANCIAL SITUATION

EACH BIDDER MUST FILL THIS FORM

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year: FY 2008-09 / CY 2009
	Amount (Currency)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (NW) Owners funds (Paid up share capital and Free Reserves & Surplus)	

1. Attached are copies of the audited balance sheets in physical form including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
 - 1.1 All such documents reflect the financial situation of the bidder
 - 1.2 Historic financial statements must be audited by a certified chartered accountant.
 - 1.3 Historic financial statements must be complete, including all notes to the financial statements.
 - 1.4 Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To
GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir(s),

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

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

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

This guarantee shall be irrevocable and shall remain valid upto _____ [this date should be 6 months after the date finally set out for closing of bidding]. If any further extension of this guarantee is required, the same shall be extended to _____ such _____ required _____ period _____ on _____ receiving _____ instructions _____ from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this _____ day of _____ 200__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to Consultant.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with documentary evidence under intimation to Consultant.



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS / CONFERENCES

No.

Date:

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

F – 6

NO DEVIATION CONFIRMATION

M/s GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

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

(SEAL AND SIGNATURE OF BIDDER)

F - 7
CERTIFICATE

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents, Fax of Intent is issued to us for supply of quoted items following certificate shall be automatically enforceable:

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

Seal and Signature of Bidder

DETAILS OF SIMILAR WORK DONE DURING PAST SEVEN YEARS

Sr. No.	Description of the work	Location of the work	Full Postal Address and phone nos. of Client & Name of Officer-in-Charge	Value of Contract	Date of Commence- ment of Work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note:

Copies of Letter of awards and completion certificate for the above works to be enclosed.
The Work completed earlier than seven years need not be indicated here
The list of work, not of similar nature need not be indicated here
Failing to comply aforementioned instructions may lead to rejection of bid.

SEAL AND SIGNATURE OF BIDDER

F-9

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (UNCONDITIONAL)
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sirs,

M/s. _____ having registered office at _____
(hereinafter called the "CONTRACTOR" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ for GAIL GAS, NOIDA.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____ only) as Initial/full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract

Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify GAIL GAS Ltd. (hereinafter called "OWNER" which expression shall wherever the context so require, include its successors and assignees) in case of default.

The said _____ has approached the BANK (hereinafter called "BANK", which expression shall wherever the context so require include its successors and assignees) and at their request and in consideration of the premises, we, having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable and unconditional guarantee with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the Contract or in payment of any money payable to GAIL Gas Ltd. We shall on first demand without demur, reservation, contest, recourse or protest and/or without reference to the CONTRACTOR pay to OWNER in such manner as OWNER may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as OWNER may from time to time require.
2. OWNER will have the full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the contract with the said CONTRACTOR and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the said CONTRACTOR and such postponement or forbearance would not have the effect of releasing the BANK from its obligation under this DEBT.
3. Your right to recover the said sum of Rs. _____ (Rupees _____ only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____

- and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of releasing the BANK.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.
 5. This guarantee shall be irrevocable and shall remain valid upto _____ (This date should be 90 (Ninety) days after the expiry of defect liability period) in accordance with the terms of contract which period is deemed to complete on _____. The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the CONTRACTOR is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.
 6. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and not withstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR's liabilities.
 7. The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.
 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____ 20_____.
 9. We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated _____ accorded to him by the bank.

Yours faithfully,



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



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

Place:

WITNESS:

1..... (Signature)

..... (Printed Name)

2. (Designation)

..... (Common Seal)

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee (BG) 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. BG shall be through branches of Indian Public Sector Banks (Nationalised). 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 Owner address.
2. 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 Owner.
3. The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee / Guarantee period.
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.

F-10
CERTIFICATE OF NON-INVOLVEMENT OF AGENT

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir,

This is to certify that we have not engaged involve any Agent / Consultant / Retainer / Associate who is not an employee of _____ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's / Representative's / consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate is to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.

**F-11
 CHECK LIST**

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

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

S. NO.	DESCRIPTION	STATUS
1.0	Signing and stamping each sheet of offer, original e-bid document including drawings, addendum (if any)	<input type="checkbox"/>
2.0	Confirm that the following details have been submitted in the Un-priced part of e-bid:	
a)	Covering Letter, Letter of Submission	<input type="checkbox"/>
b)	Letter of Authority (Format F – 5) in physical form.	<input type="checkbox"/>
c)	Signed and stamped original copy of bid document along with drawings and addendum (if any)	<input type="checkbox"/>
d)	Power of Attorney in the name of person signing the bid in Physical form	<input type="checkbox"/>
e)	Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart	<input type="checkbox"/>
f)	Bidder's declaration that they are not under any liquidation court receivership or under holiday list for similar proceedings.	<input type="checkbox"/>
g)	Agreed Terms and Conditions with Section – IV duly filled in and signed	<input type="checkbox"/>
3.0	Confirm that all forms are enclosed with the bid duly signed by authorised person(s)	<input type="checkbox"/>
4.0	Confirm that the price part of bid has been duly filled in for each item, signed and stamped on each page separately	<input type="checkbox"/>
5.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	<input type="checkbox"/>
6.0	Confirm that any correction in the Un-priced part of bid has been initialled and stamped by the authorized person.	<input type="checkbox"/>



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



S. NO.	DESCRIPTION	STATUS
7.0	Confirm that any correction in the "Price Part" part has been signed in full and stamped by the authorized person.	<input type="checkbox"/>
8.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	<input type="checkbox"/>
10.0	Confirm that annual reports for last three financial years & duly filled in Form 3A & 3B are enclosed in the offer for financial assessment.	<input type="checkbox"/>
11.0	Confirm that copies of Purchase Order, Inspection release note etc are enclosed confirming the experience of manufacturing the quoted items.	<input type="checkbox"/>

SEAL AND SIGNATURE OF BIDDER

**FORM 12
ENTERPRISE'S INFORMATION WITH RESPECT TO THE MICRO, SMALL AND MEDIUM ENTERPRISES
DEVELOPMENT ACT, 2006
(FOR INDIAN BIDDERS)**

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

- a) Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as**

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- b) providing or rendering services**

Nature of Enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

(#) *In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded*

- (I) Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

"We (Bidder) confirm that we are a micro /small / medium enterprise under the MSMED Act 2006." *(Please strike off whichever status is not applicable)*

Please note that if Bidder do not provide the above confirmation in Bid Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2006.

- (II) Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and has **filed** a memorandum with the specified authority, then Bidder to confirm the following:



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



"We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes/No)."

If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



F- 13
DECLARATION

We confirm that we are not under any liquidation, court receiver ship or similar proceedings
We also confirm that we have not been banned or de listed by any Government or Quasi Government agencies of PSU.

SEAL AND SIGNATURE OF BIDDER



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



F- 14

DETAILS OF P.F. REGISTRATION

GAIL GAS Limited
2nd Floor, HHEC Building
A-2, Sector-2
Noida – 201301(UP)
India

Dear Sir (s),

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

PF REGISTRATION NO. :

DISTRICT & STATE :

SIGNATURE OF THE BIDDER: _____

NAME OF THE BIDDER: _____

**FORM F-15
COMMERCIAL QUESTIONNAIRE**

The bidder's reply/confirmation as furnished in the commercial questionnaire shall supersede the stipulations mentioned elsewhere in their bid:-

SL. No.	WGI's QUERRY	BIDDER's REPLY / CONFIRMATION
1.0	Confirm that Bid Security as per bid stipulations have been furnished along with bid.	
2.0	Confirm that Bid is valid for a period of four (4) months from the date of submission of Bid.	
3.0	Confirm that all details, in un-priced part has been submitted with bidding document.	
4.0	Confirm that Prices have been submitted in format as described in bidding document.	
5.0	Confirm your compliance to critical stipulations of bid document as mentioned in ITB.	
6.0	Confirm your compliance to scope of work mentioned in the Bidding Document.	
7.0	Confirm that all materials shall be supplied as per standards & specifications given in the Bidding Document. Please note that scope of supply mentioned in the Bidding Document is not limitative. Except for the material specifically identified as that to be issued by Employer/Consultant, Contractor's scope shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding Document or not.	
8.0	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	
9.0	Confirm that your quoted prices includes the cost for carrying out complete work as per drawing / specific requirement / schedule of price / scope of work, scope of supply mentioned in the bidding document whether expressly mentioned in the item description of SOR or not.	
10.0	Confirm that the quoted prices include all taxes, duties and other levies as specified in ITB / SCC / GCC.	
11.0	Confirm that adequate numbers of construction equipments, tools, tackles, etc. have been proposed which will be sufficient to complete the work as per the time schedule.	
12.0	Confirm that you have proposed adequate Project / Site organization with qualified supervisory personnel having sufficient experience and the chart is enclosed.	
13.0	Confirm that there is no terms & conditions mentioned in the Price part and in case any terms and conditions is mentioned, the same shall be treated as null & void.	

SL. No.	WGI's QUERRY	BIDDER's REPLY / CONFIRMATION
14.0	Please confirm that all safety rules & regulations as mentioned in bidding document or notified at later date by Employer/Consultant during execution shall be adhered to by Contractor within quoted Prices.	
15.0	Detailed planning schedule developed by Contractor after Contract award may be subject to fluctuations depending upon actual progress of the project and available Work front. Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely Completion of all Work as per Employer/Consultant's construction and priority schedule and in accordance with the available Work front are to be included in the pricing". Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work, which may be reviewed and commented by us during pre award stage/ post award stage.	
16.0	Confirm that all the forms are filled and submitted along with un-price part of offer, strictly as per proforma given in the bidding document.	
17.0	Confirm that your price is fixed till completion of work in all respect as specified in Special conditions of contract.	

SIGNATURE OF THE BIDDER: _____

NAME OF THE BIDDER : _____



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WROKS
VOLUME I OF II - COMMERCIAL



ATTACHMENT II
PERFORMANCE EVALUATION

Purpose of Attachment II

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

1.0 **GENERAL**

A system for evaluation of vendors / contractors and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors / Contractors / Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time

2.0 **OBJECTIVE:**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors / 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 / Contractors / Consultants associated with GAIL GAS in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 **METHODOLOGY:**

(i) **Preparation of Performance Rating Data sheet**

Performance Rating Data Sheet for each and every Vendor / Contractor or Consultant for all orders / Contracts with a value of Rs.1Lakh 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, Contractor or 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 individually and collectively. Any Party failing to secure less than the minimum score in any of the parameters shall not be considered to remain in business with GAIL GAS.

(iii) **Initiation of Measures**

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

(iv) **Implementation of Corrective Measures:**

Based on the response of Vendor/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 GAIL GAS. These recommendations would be submitted to the Competent Authority who would pass a reasoned order for putting the party on Holiday / blacklisting.

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

4.0 EXCLUSIONS:

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

- (i) Orders / Contracts below the value of Rs. 1 Lakh
- (ii) One time vendor / 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 / Contractors / Consultants in all such cases,

5.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ CONTRACTORS/ CONSULTANT

5.1 FOR PROJECTS

- (i) Evaluation of performance of Vendors/ 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 excluding cases under para 4.0
- (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 / 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”:
 - (i) Recommend such defaulting Vendor/ Contractor / Consultant for putting on HOLIDAY for a period of 1 year.
 - (ii) When his performance has affected overall completion schedule of the project, recommend such defaulting Vendor / Contractor / Consultant for putting on HOLIDAY for a period of 2/3 years,
 - B. Where Performance Rating is “FAIR”

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

- (vi) Irrespective of Performance rating, where Vendor / Contractor / Consultant submit forged documents in respect of experience, turnover and any other condition forming the basis for tie pre-qualifying / eligibility criterion, such Vendor / Contractor / Consultant should be recommended for BLACKLISTING.
- (vii) On receipt of consolidated recommendations of Engineering-in-Charge of a Project, the Project Manager will constitute a Committee of Head of Projects, C&P and Finance to examine the recommendations forwarded by the Engineer-in charge.
- (viii) In case committee recommends putting a party on holiday or for blacklisting, the Project Manager will put up the recommendation on of committee to the concerned Director through Corporate C&P Deptt. along with a draft show cause notice providing a opportunity to defend his case. The draft show cause notice should be vetted by Legal Deptt.
- (ix) After obtaining approval from the concerned Director, Corporate C&P department will issue the show cause notice to the concerned party.
- (x) On receipt of reply in response to show cause notice, Corporate C&P Deptt. will forward the same to Project Manager who after taking legal opinion will prepare a proposal for keeping the party on Holiday / for blacklisting and forward the same to Corporate C&P Deptt. for obtaining the approval of the concerned Director.
- (xi) After obtaining approval from the concerned Director, Corporate C&P Deptt. will issue a letter to the party conveying the decision of putting him on holiday for the specific period or blacklisting the party.
- (xii) A list of all parties put on holiday or blacklisted will be communicated to all concerned and will also be maintained at GAIL GAS Intranet.
- (xiii) However, Holiday restrictions shall not apply on Vendors for procurement of spares from them on proprietary basis.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects except the functions of Project Manager will be performed by concerned In-charges of user Deptts. such as Project Development, Business Development, E&P, HR, Finance, HSE etc. The provision of para 5.1 (xiii) will not be applicable for consultancy jobs.

5.3 FOR OPERATION & MAINTENANCE

- (i) Evaluation of performance of Vendors / Contractors/ Consultant in case of Operation and Maintenance shall be done immediately after execution of order / contract.
- (ii) After execution of order a Performance Rating Data Sheet (Format at Annexure2) shall be prepared for all Orders by Site C&P and for all Contracts/Services by respective Engineer-In-Charge excluding cases under para 4.0
- (iii) Depending upon Performance Rating, following action need to he initiated by Site C&P:

Sl. No.	Performance Rating	Action
1.	Poor	Seek explanation for poor performance
2.	Fair	Seek explanation for fair performance
3.	Good	Letter to the concerned for improving

		performance in future.
4.	Very Good	No further action.

- (iv) Reply from concerned Vendor/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"
 - (i) Recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 1 year.
 - (ii) When his performance has seriously affected the operation & maintenance of plant, recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 2/3 years.
 - (B) Where performance rating is "FAIR"
 - Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.
- (vi) Irrespective of Performance rating, where Vendor/ contractor / Consultant submit forged documents such Vendor/Contractor/Consultant should be recommended for BLACKLISTING.
- (vii) A quarterly meeting of HOD (C&P), HOD (F&A) and HOD of respective departments shall be held at Site to review and examine all cases requiring putting the. Vendors / contractors / consultants on holiday for final decision.
- (viii) On receipt of recommendation of committee for putting a party on Holiday or for blacklisting, OIC will put up the recommendation of Committee to the concerned Director through Corporate C&P Deptt. along with a draft. show cause notice providing a final opportunity to party to defend his case. The show cause notice will be legally vetted.
- (Ix) After obtaining approval from the concerned Director, Corporate C&P department will Issue the show cause notice to the concerned party.
- (x) On receipt of reply in response to show cause notice, Corporate C&P Dept. will forward the same to OIC who after taking legal opinion will prepare a proposal for keeping the party on Holiday / for blacklisting and forward the same to Corporate C&P Dept. for obtaining the approval of the concerned Director
- (xi) After obtaining approval from the concerned Director, Corporate C&P Dept. will issue a letter to the party conveying the decision of putting him on holiday for the specific period or blacklisting the party.
- (xii) A list of all parties put on holiday or blacklisted will be communicated to all concerned and will also be maintained at GAIL GAS Intranet.
- (xiii) However, Holiday restrictions shall not apply on Vendors for procurement of spares from them on proprietary basis.



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORK
VOLUME I OF II - COMMERCIAL



6.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY/BLACKLISTED

- 6.1 After expiry of Holiday period, the vendors/contractors/consultants will have been put on Holiday due to delay in completion schedule be automatically restored to participate in business with GAIL GAS. parties who have been put on Holiday due to quality problems will be restored only after a review by the committee which had earlier recommended the party to be put on Holiday.
- 6.2 The period of Holiday will be from one year to three years depending upon the seriousness of failure. It can be three years extreme cases and may be one year or two years depending upon the nature of failure in performance.

ANNEXURE – 1

**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/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 (*)				

Remarks (if any) :

PERFORMANCE RATING ():**

Note :

(*) Allocation of marks would 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 Authorized Signatory :

Name:

Designation :

1.1 INSTRUCTIONS FOR ALLOCATION OF MARKS

1.1.1 Marks are to be allocated as under :

1.1.2 Delivery/Completion Performance 40 marks

Delivery Period / Completion Schedule	1.2 Delay in Weeks	1.3 Marks
A) Up to 3 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25

Delivery Period / Completion Schedule	1.2 Delay in Weeks	1.3 Marks
	Delay upto 12 weeks	20
	Delay upto 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 16 weeks	20
	Delay upto 20 weeks	15
	Delay upto 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)	Wrong quality to create endanger system integration and safety of the system.	Failure of severe nature - Moderate nature - Low severe nature	0 marks 5 Marks 10-25 Marks
iii)	Number of deviations	1. No deviation 2. No. of deviations <2 3. No. of deviations >2	5 Marks 2 Marks 0 Marks

1.3 RELIABILITY PERFORMANCE 20 MARKS

A. FOR WORKS / CONTRACTS

i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contact and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks

B. FOR SUPPLIES

i)	Submission of order acceptance, agreement, 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



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORK
VOLUME I OF II - COMMERCIAL**



iii)	Response to various correspondence and conformance to standard like ISO	5 marks
iv)	Submission of all required documents including test certificates at the time of supply.	5 marks

ANNEXURE – 2

PERFORMANCE RATING DATA SHEET (FOR O & M)

- (i) Location :
- (ii) Order / Contract No. & Date :
- (iii) Brief Description of items :
Work / Assignment
- (iv) Order / Contract Value :
- (v) Name of the vendor / contractor :
/ consultant
- (vi) Contracted delivery / Completion Schedule :
- (vii) Actual delivery / Completion date :

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance	Total
Maximum Marks				
Marks Allocated (*)				

Remarks (If any)

PERFORMANCE RATING (**)

Note: (*) Allocation of Marks to 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

Instruction for allocation of marks (O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

<u>Delivery Period / Completion Schedule</u>		Delay in Weeks	Marks
A)	Up to 3 months	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 12 weeks	20
		Delay upto 16 weeks	15
		More than 16 weeks	0
B)	Above 3 months	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 16 weeks	20
		Delay upto 20 weeks	15
		Delay upto 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 - Moderate nature - Low severe nature	0 Marks 5 Marks 10-25 Marks
iii) Number of deviations	1. No deviation 2. No. of Deviations ≤ 2 3. No. of Deviation > 2	5 Marks 2 Marks 0 Marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A. FOR WORKS / CONTRACTS

i	Submission of order acceptance agreement, PBG, Drawing 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 requirement Or Reliability of estimates / Design / Drawing etc. in case of consultancy jobs.	4 Marks
v	Timely submission of estimates and other documents for extra, substituted & AHR items.	4 Marks

B. FOR SUPPLIES

i	Submission of order acceptance agreement, PBG, Drawing and Other documents with in time.	5 Marks
ii	Attending complaints and requests for after sales service / warranty repairs and / or query / advice (up to 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.	4 Marks



CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL



ATTACHMENT III
INTEGRITY PACT

INTEGRITY PACT

INTRODUCTION:

GAIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.

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 attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



ANNEXURE-1

Bidder is required to sign the Integrity Pact with GAIL 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 GAIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GAIL's confidential information to any third party unless specifically authorized by GAIL 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 GAIL associate.
- f) The Counterparty shall not make any false or misleading allegations against GAIL 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 may be blacklisted from the GAIL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. GAIL would forfeit the security deposits, an cash the bank guarantee(s) and other payments payable to Counterparty in such cases,
- c) Subject to satisfaction of the Independent External Monitor, GAIL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GAIL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Dr. A.K. Kundra,
- ii) Shri S.C. Tripathi
- iii) Shri U. Sundarajan

This panel is authorised to examine / consider all references made to it under this tender. 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 GAIL or directly with the IEMs on the panel c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.



INTEGRITY PACT

(To be executed on plain paper and applicable to all tenders of the value of Rs. one Crore and above)
Between GAIL GAS 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 co-operates with the renowned International Non-Governmental Organization 'Transparency International' (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor 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) The Principal will exclude from the process all known prejudiced persons.

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:

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



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder / Contractor undertake 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 undertake 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 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.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor 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 exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL GAS future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

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.

4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked – by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 - Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his 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.

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, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 -Independent External Monitor / Monitors

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

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 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.



**CNG AND CITY GAS DISTRIBUTION PROJECT
ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
VOLUME I OF II - COMMERCIAL**



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 agreement 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 8 to 10 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. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of ONGC.

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 GAIL GAS. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.

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 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.



**CNG AND CITY GAS DISTRIBUTION PROJECT
 ARC FOR MDPE PIPE LAYING AND ASSOCIATED WORKS
 VOLUME I OF II - COMMERCIAL**



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.

 (Name & Designation)

 (Name & Designation)

For the Principal

For the Bidder/Contractor

Place: _____

Witness 1: _____

Date: _____

Witness 2: _____