

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

**BID DOCUMENT**

**FOR**

**STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 FOR BRAHMAPUTRA  
PETROCHEMICAL COMPLEX, LEPETKATA, DISTT. DIBRUGARH, ASSAM**

**(BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012)**

**PREPARED AND ISSUED BY:**

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

**PROJECT EXECUTION OFFICE:**

**c/o GAIL (INDIA) LIMITED**

**3<sup>rd</sup> FLOOR, GTI BUILDING, PLOT NO-24,**

**SECTOR-16A, NOIDA-201 301, U.P., INDIA**

**TEL. NO.: 0120-2517217/214; FAX NO.: 0120-2488394**

**E-MAIL: [SK02404@GAIL.CO.IN](mailto:SK02404@GAIL.CO.IN); [RMJAIN@GAIL.CO.IN](mailto:RMJAIN@GAIL.CO.IN)**

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**SECTION-1**

**ISSUE LETTER OF BIDDING DOCUMENT**

**ISSUE LETTER OF BIDDING DOCUMENT**

**NAME OF WORK: STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 FOR  
BRAHMAPUTRA PETROCHEMICAL COMPLEX.**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

One set of Bid document marked 'original' is hereby issued to:

Name of the Bidder: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_

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

The Bidding Document is not transferable in any other name in either mode i.e. by purchase by bidder or by downloading from website. Cut out slips are enclosed for pasting on relevant envelopes. In case of extension of deadline of bid receipt, the date specified on cut out slips shall be changed by bidder accordingly.

(Ravindra Mohan Jain)  
Chief Manager (C&P)  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
PROJECT EXECUTION OFFICE  
c/o GAIL (INDIA) LIMITED  
3<sup>rd</sup> FLOOR, GTI BUILDING, PLOT NO-24,  
SECTOR-16A, NOIDA-201 301, U.P., INDIA  
**TEL. NO.: 0120-2517217/214; FAX NO.: 0120-2488394**  
**E-MAIL: [SK02404@GAIL.CO.IN](mailto:SK02404@GAIL.CO.IN); [RMJAIN@GAIL.CO.IN](mailto:RMJAIN@GAIL.CO.IN)**

**NOTICE INVITING TENDER**



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

## **NOTICE INVITING TENDER**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

**Dated: 29.12.2012**

### **INTRODUCTION**

- 1.0 Brahma Putra Cracker and polymer limited (BCPL) propose to import Butene-1 at a sea-port of India for its requirements at Brahma Putra Petrochemical Complex Project at Lepetkata, Dibrugarh, Assam, India and is required to line up an agency for Storage & Termanilling facilities of Butene-1 at above sea-port in India.

BCPL is a joint venture of GAIL (India) Limited with its equity participation of 70%, Oil India Limited with its equity participation of 10%, Numaligarh Refinery Limited with its equity participation of 10% and Govt. of Assam with its equity participation of 10%.

- 2.0 On this behalf, BCPL invites sealed bids for Storage & Termanilling facilities on single stage two bid systems under Domestic Competitive Bidding basis from competent agencies with sound technical and financial capabilities and meeting the qualification criteria as stated under sl. No. 4.0 below.

### **3.0 BRIEF SCOPE OF WORK**

Storage & Termanilling facilities at a Sea Port in India is required. The facilities/ services to be provided includes customs clearance, safe discharge into terminal storage tanks, storage therein and delivery into tank truck arranged by BCPL.

### **4.0 BID QUALIFICATION CRITERIA (BQC)**

#### **4.1 EXPERIENCE CRITERIA**

- 4.1.1 Bidder should have successfully completed job involving Storage & Terminalling facilities of Butene-1 or similar products like LPG / Butane / Propane during last Seven (7) years reckoned from the bid due date. The bidder should have pressurised storage facility of at least 3,000 MT at any sea port in India.

**Registered Office:** Hotel Brahma Putra Ashok, MG Road, Guwahati – 781 001, Assam.; Tel: 0361-2733554, Fax: 0361-2733556  
**Project Site Office:** Admin Block, Main Fire Station Building, P.O. Lepetkata, Dibrugarh – 786 006, Assam, Tel: 0373-2914600, 2914606  
**Project Execution Office:** 3<sup>rd</sup> Floor, GTI, Plot No. 24, Sector – 16A, Noida – 201 301: Tel: 0120-2513102, Fax: 0120-2488392

- 4.1.2 Bidder should have successfully completed job involving receipt of Butene-1 or similar products like LPG / Butane / Propane from a ship at sea port in India, getting it customs cleared, safe discharge facilities & storing the product in tanks/spheres at above sea port and loading the same in tankers arranged by BCPL for delivery of the product to designated places.
- 4.1.3 Experience acquired by a bidder as a sub-contractor shall also be considered for qualifying the experience criteria of BQC. In such cases, bidder shall be required to furnish the following documents in support of meeting the BQC:
- I Copy of work order along with SOR issued by main contractor.
  - II Copies of Completion Certificates from the end User/ Owner and also from the main contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.

## **4.2 FINANCIAL CRITERIA**

Bidder shall meet the financial criteria under para 4.2.1, 4.2.2 and 4.2.3 below:

- 4.2.1 Bidder's minimum Annual Turnover shall be ` **530 Lakh (Rupees Five Hundred Thirty Lakh only)** in any of the preceding last three financial years.
- 4.2.2 Net Worth of the Bidder should be positive as per the last audited financial statement for year 2011-12.
- 4.2.3 Bidder should have minimum working capital equal to ` **106 Lakh (Rupees One Hundred Six Lakh only)** as per the last audited financial year for 2011-12.

If the bidder's working capital is inadequate, the bidder shall supplement the deficit with a letter issued by his Banker having net worth not less than Rs.100 Crore or US \$ 22 million, confirming the availability of line of credit to meet the working capital requirement specified above.

- 4.3 The Bidder must furnish all necessary documents such as copies of work order/purchase order/contract agreement clearly indicating scope of work and value of the contract, completion certificates of similar works executed, Annual Report including audited Balance Sheets or Audited Financial Statements, Audited Profit & Loss Account etc. along with the Bid in support of their meeting experience & financial Bidder's Qualification Criteria. BCPL reserve the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.
- 4.4 A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BQC as mentioned above. However, jobs executed for Subsidiary/Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company. Such bidders shall submit these documents in addition to the documents specified at clause no.4.5 below to meet BQC.

- 4.5 BCPL reserves the right to assess Bidder's capability to execute the work using in house information and by taking into account various aspects such as performance on the existing works being executed by them for BCPL/ GAIL during evaluation of bids & REJECT THEM IF FOUND INCAPABLE.

Bid submitted by bidder who is on holiday list of contractors of GAIL/ BCPL shall not be considered for opening and further evaluation.

- 4.6 All supporting documents, pertaining to Bid Qualification Criteria submitted by the bidder shall necessarily be certified by Statutory Auditor of the bidder or a Chartered Accountant where audit of accounts is not mandatory as per Law.

## **5.0 EARNEST MONEY DEPOSIT/BID SECURITY**

Bids must be accompanied with the bid security/earnest money deposit for an amount of **Rs 21 Lakh/- (Rupees Twenty One Lakh Only)** by way of "Crossed Demand Draft" or "Bank Guarantee". Demand Draft shall be in favour of Brahmaputra Cracker and Polymer Limited payable at Dibrugarh, Assam. The Bank Guarantee towards EMD shall be furnished on non-judicial stamp paper of value not less than Rs. 100/- (Rupees One Hundred Only) and in the prescribed Performa enclosed in Bid Document. The Bank Guarantee shall be kept valid for a period of 6 (Six) months from the Bid Due Date.

## **6.0 STORAGE PERIOD / PERIOD OF CONTRACT**

The storage period / Period of Contract of Butene-1 as per scope given in Bidding Document shall be **24 (Twenty Four) Months**. The time of storage for above shall be reckoned from the date as intimated by the Engineer-in-Charge, BCPL/ Surveyor after certification for readiness of Bidder's facility in all respect. However, Fax of Acceptance for award of the job will be issued within the validity of the bid submitted by the bidder. The likely period of storage of Butene-1 will be from June, 2013 to May, 2015.

## **7.0 SALIENT FEATURES OF BIDDING DOCUMENT**

- |                                                    |   |                                                                                                                                                               |
|----------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) Bidding Document No.                            | : | BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012                                                                                                                          |
| b) Bidding Document on Sale / available on website | : | From <b>31.12.2012</b> to <b>30.01.2013</b>                                                                                                                   |
| c) Bid Document Fee (Non-refundable)               | : | <b>Rs. 5,000/- (Rupees Five Thousand only)</b> in the form of DD/Pay order in favour of Brahmaputra Cracker and Polymer Limited, payable at Dibrugarh, Assam. |
| d) Pre-Bid Meeting                                 | : | <b>1430 hours (IST) on 16<sup>th</sup> January, 2013</b> at BCPL, Noida office(Bidders intending to                                                           |

attend must bring along Bid Document Fee)

- e) Due Date and time of receipt of Bids : **31.01.2013 up to 1400 Hours (IST)**
- f) Opening of Techno-Commercial (Un priced) Bid : **31.01.2013 at 1500 Hours (IST)**  
(In Presence of authorized representative of attending bidders).
- g) Place of receipt of bid and subsequently opening of bids. : General Manager/Chief Manager (C&P)  
Project Execution Office  
Brahmaputra Cracker and Polymer Limited  
c/o GAIL (India) Limited  
3rd Floor, GTI Building,  
Plot No-24, Sector-16A,  
Noida-201 301, U.P., India

## **8.0 GENERAL**

- 8.1 The bid shall be submitted in the manner as described in Bid Document including its "Instructions To Bidders" (ITB).
- 8.2 Bidding Document (non-transferable) can be purchased by interested Bidders on any working day (Monday to Saturday-except 2<sup>nd</sup> Saturday of Month) during sale period on written request and upon payment of non-refundable Bid Document Fee payable through crossed demand draft from an Indian Scheduled Bank, in favour of M/s Brahmaputra Cracker and Polymer Limited payable at Dibrugarh, Assam. Request for sending bidding document by post, courier or any other mode shall not be entertained.

The complete Bidding Document is also available on the website of GAIL (India) Limited ([www.gailtenders.in](http://www.gailtenders.in)), BCPL web site ([bcplonline.co.in](http://bcplonline.co.in)) & Government web-site (<http://eprocure.gov.in/cppp/relatedlinks>). Bidder can download Bidding Document. In such case, Bid Document fee shall accompany with the unpriced Bid submitted by the Bidder. SSI units registered with NSIC for similar works with valid certificate and Public Sector Undertakings/ Enterprises are exempted from furnishing bid document fee. In the event of Bid Document being cancelled due to any unforeseen reason, the Bid Document Fee shall be refunded to Bidders.

- 8.3 Bids must be accompanied with the Bid Security/EMD as mentioned above in the form of Demand draft or Bank Guarantee in favour of Brahmaputra Cracker and Polymer Limited payable at Dibrugarh (Assam). The bank guarantee should be from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, 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.

- 8.4 Bids not accompanied with requisite Bid Security or Bid Security not in the requisite form shall be considered as non-responsive and such Bids shall be rejected. However, SSI units registered with NSIC for similar works with valid certificate and Public Sector Undertakings/ Enterprises are exempted from furnishing Earnest Money Deposit/Bid Security
- 8.5 Bidder shall purchase Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable. Bid submitted by Bidder who have not purchased the Bidding Document either directly or through their authorized agent or have not downloaded the bidding document directly will be rejected. Bidder choosing to download bidding document shall do so in his own name and submit the bid directly.
- 8.6 Sealed Bids shall be received upto the due date and time as specified above. Bids received late due to any reasons whatsoever (including postal delays) shall be rejected and representative of such Bidder shall not be allowed to attend the bid opening. Incomplete offers shall not be considered for evaluation.
- 8.7 BCPL shall not be responsible for any costs or expenses incurred by Bidder in connection with the preparation or delivery of Bids, site-visit and other expenses incurred during bidding process.
- 8.8 During opening of un-priced bid, the name of Bidders who have submitted their bids alongwith details of Earnest Money Deposit will only be read out and no other information/details whatsoever, will be read out. Time and date of opening of Price Bids shall be intimated only to qualified and techno-commercially acceptable Bidder(s) at a later date.
- 8.9 BCPL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. Telex/ Telegraphic/ Fax/ E-Mail offers shall not be accepted.
- 8.10 BCPL reserve the right to accept or reject any bid in part or full, without assigning any reason whatsoever and also to give purchase preference to Public Enterprises, as admissible under the prevailing Government policies.
- 8.11 Bids from unincorporated Joint Venture/Consortium/Joint Bids shall not be accepted. Bidder to ensure that bids are on single bidder responsibility basis and in total compliance of scope as specified in the Bid Document. BQC Experience based on any unincorporated Joint Venture/Consortium/Joint Bids will not be acceptable.
- 8.12 Bidders should submit Acknowledgement Receipt of this Bid document duly signed & stamped and confirm the submission of offer within 3 days of receipt of this Bid Document/downloading the same from web site.

- 8.13 The subject work is indivisible and shall be awarded to single successful bidder.
- 8.14 If any of the day identified above happen to be BCPL holiday, the next working day shall be implied.
- 8.15 This Notice Inviting Tender is an integral part of the Bid Document.

(Ravindra Mohan Jain)  
Chief Manager (C&P)  
Brahmaputra Cracker And Polymer Limited  
C/o GAIL (India) Limited  
3<sup>rd</sup> Floor, GTI Building, Plot No-24,  
Sector-16A, Noida-201 301, U.P., India  
Phone: 0120-2517217/2517214  
Fax No.: 0120-2488392  
E-mail: rmjain@gail.co.in



## **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

[A Joint Venture Company of GAIL (India) Ltd, OIL, NRL & Govt. of Assam]

### **NOTICE INVITING TENDER (NIT) DOMESTIC COMPETITIVE BIDDING**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

Brahmaputra Cracker and Polymer Limited (BCPL) invites sealed bids for the following work:

| <b>Name of work</b>                                                                                             | <b>Bidding Document available on website</b>         | <b>Bid Due Date/Time</b>                            |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------|
| Storage and Terminalling Services for Butene-1 at any sea port in India for Brahma Putra Petrochemical Complex. | From<br><b>31-12-2012</b><br>to<br><b>30-01-2013</b> | On<br><b>31-01-2013</b><br>Upto<br>1400 Hours (IST) |

Contact person: GM (C&P)/CM (C&P), Brahma Putra Cracker And Polymer Limited c/o GAIL (India) Limited, 3<sup>rd</sup> Floor, GTI Building, Plot No-24, Sector-16A, Noida-201 301, U.P. Telephone: 0120-2517217, 2517214, Fax: +0120-2488394 E-mail: [sk02404@gail.co.in](mailto:sk02404@gail.co.in); [rmjain@gail.co.in](mailto:rmjain@gail.co.in).

Detailed NIT and Bidding Document can be downloaded from websites of GAIL (India) Limited ([www.gailtenders.in](http://www.gailtenders.in)), BCPL web site ([bcplonline.co.in](http://bcplonline.co.in)) & Government web-site (<http://eprocure.gov.in/cppp/relatedlinks>).

GM (C& P)

# **CUT – OUT SLIPS**

**DO NOT OPEN – THIS IS A QUOTATION**

BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012

SUBJECT : Storage and Terminalling Services for Butene-1 at any sea port in India for Brahmaputra Petrochemical Complex.

DUE DATE FOR RECEIPT OF BID : 31.01.2013 (UPTO 1400 HOURS-IST)

DUE DATE FOR OPENING OF UNPRICED BID : 31.01.2013 (1500 HOURS-IST)

|              |                                                                                                                                                                                                                         |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FROM:</b> | <b>TO:</b>                                                                                                                                                                                                              |
| M/S          | <b>CHIEF MANAGER (C&amp;P)</b><br><br>Brahmaputra Cracker And Polymer Limited,<br>c/o GAIL (India) Limited<br>3 <sup>rd</sup> Floor, GTI Bldg, Hall No. 303, Plot No. 24,<br>Sector – 16A, Noida, (U.P)<br>PIN – 201301 |

(TO BE PASTED ON THE OUTER ENVELOPE CONTAINING THREE ENVELOPES OF PART-A, PART - B AND PART – C OF BID)

----- (to be cut from here)

**DO NOT OPEN – THIS IS A QUOTATION**

**(EARNEST MONEY DEPOSIT/BID SECURITY)**

**PART - A**

BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012

SUBJECT: Storage and Terminalling Services for Butene-1 at any sea port in India for Brahmaputra Petrochemical Complex.

DUE DATE FOR RECEIPT OF BID : 31.01.2013 (UPTO 1400 HOURS-IST)

DUE DATE FOR OPENING OF UNPRICED BID : 31.01.2013 (1500 HOURS-IST)

|              |                                                                                                                                                                                                                      |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FROM:</b> | <b>TO:</b>                                                                                                                                                                                                           |
| M/S          | <b>CHIEF MANAGER (C&amp;P)</b><br><br>Brahmaputra Cracker And Polymer Limited,<br>c/o GAIL (India) Limited<br>3 <sup>rd</sup> Floor, GTI Bldg, Hall No. 303, Plot No. 24, Sector – 16A, Noida, (U.P)<br>PIN – 201301 |

(TO BE PASTED ON THE ENVELOPE CONTAINING EARNEST MONEY DEPOSIT/BID SECURITY PART - A)

**DO NOT OPEN – THIS IS A QUOTATION**

**(UN - PRICE BID)**

**PART - B**

BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012

SUBJECT: Storage and Terminalling Services for Butene-1 at any sea port in India for Brahmaputra Petrochemical Complex.

DUE DATE FOR RECEIPT OF BID : 31.01.2013 (UPTO 1400 HOURS-IST)

DUE DATE FOR OPENING OF UNPRICED BID : 31.01.2013 (1500 HOURS-IST)

| FROM: | TO:                                                                                                                                                                                                                     |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| M/S   | <b>CHIEF MANAGER (C&amp;P)</b><br><br>Brahmaputra Cracker And Polymer Limited,<br>c/o GAIL (India) Limited<br>3 <sup>rd</sup> Floor, GTI Bldg, Hall No. 303, Plot No.<br>24, Sector – 16A, Noida, (U.P)<br>PIN – 201301 |

(TO BE PASTED ON THE ENVELOPE CONTAINING TECHNO-COMMERCIAL OFFER I.E.  
UN-PRICED BID PART - B)

**DO NOT OPEN – THIS IS A QUOTATION**

**(PRICE BID)**

**PART - C**

BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012

SUBJECT: Storage and Terminalling Services for Butene-1 at any sea port in India for Brahmaputra Petrochemical Complex.

DUE DATE FOR RECEIPT OF BID : 31.01.2013 (UPTO 1400 HOURS-IST)

DUE DATE FOR OPENING OF UNPRICED BID : 31.01.2013 (1500 HOURS-IST)

| FROM: | TO:                                                                                                                                                                                                                     |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| M/S   | <b>CHIEF MANAGER (C&amp;P)</b><br><br>Brahmaputra Cracker And Polymer Limited,<br>c/o GAIL (India) Limited<br>3 <sup>rd</sup> Floor, GTI Bldg, Hall No. 303, Plot No.<br>24, Sector – 16A, Noida, (U.P)<br>PIN – 201301 |

(TO BE PASTED ON THE ENVELOPE CONTAINING PRICED I.E. PRICED BID PART - C)

**INSTRUCTION TO BIDDERS**

## **INSTRUCTION TO BIDDERS**

### **1.0 INTRODUCTION**

M/s Brahmaputra Cracker & Polymer Limited (BCPL) hereinafter referred as "Owner" is putting up a grass root petrochemical complex at Lepetkata, Dibrugarh, Assam, involving Ethylene Cracker, Down Streams, Utilities and Offsite. M/s Brahmaputra Cracker & Polymer Ltd. (BCPL) is a Central Public Sector Undertaking & Joint Venture Company of M/s GAIL (India) Ltd., M/s Oil India Ltd. (OIL), M/s Numaligarh Refinery Ltd. (NRL) and Government of Assam.

Brahmaputra Cracker and PoLymer Limited (BCPL), intends the services of a reputed contractor for handling all custom requirements, storage & terminalling facilities for their imported Butene-1 on a sea-port in India and loading into tankers for transportation to their Petrochemical project at Lepetkata, Dibrugarh, Assam.

### **2.0 BRIEF SCOPE OF WORK**

The scope of work broadly includes obtaining all necessary clearances and Storage, terminalling & handling of Butene-1:

BCPL is in the process of importing 8,900 MT of Butene-1 for its annual requirement at Brahmaputra Petrochemical Project at Lepetkata, Dibrugarh, Assam. BCPL requires the services of a reputed bidder for Storage & Terminalling services of Butene-1 of minimum 3,000 MT at a sea port in India. The facilities/services to be provided includes safe discharge into terminal storage tanks, storage therein and delivery into tank trucks reporting at the terminal and arranged by BCPL including weightment of the tank trucks using the weigh bridge at the terminal, terminal & other documentation, as mutually agreed and would also include (but not restricted to) the under mentioned activities:

- (a) To coordinate with the Independent Surveyor appointed by BCPL on behalf of BCPL as mutually agreed, to carry out safety checks of the vessels as required by port authorities and to ensure prompt drawing of sample from the ship containing imported Butene-1.

Testing of Butene-1 is not in scope of the bidder, however sampling will be carried out in coordination with successful bidder and owner's representatives from the cargo vessel prior to unloading and the off shore storage tanks after unloading of the Butene-1 cargo.

- (b) To Store Custom Bonded Butene-1 brought in tanker in the name of BCPL, or by any other tanker nominated by BCPL. The successful Bidder is to comply with customs formalities required in this regard. BCPL will provide the necessary guarantee for any customs bonding that may be required.
- (c) The Successful Bidders shall arrange for maintenance of accounts for the Custom Duty, custom clearance before unloading and IGM filing etc. as required and as per the advise of BCPL. Necessary power of attorney shall be given to the successful bidders for handling these works. However, custom duty shall be directly paid by BCPL.

- (d) To provide all facilities/ services for safe discharge of Butene-1 from the ship arranged by BCPL, or nominated by BCPL and positioned at the port jetty at the Harbour/Outer Harbour to successful bidder's terminal storage Spheres and physically supervise such discharge activities, by coordinating with Harbour/other companies/ agencies providing unloading arm/connectivity.
- (e) To assess the quantity of Butene-1. It is clarified that quantity received in the tanks (spheres)/Shore out Turn be finalized by tank dips jointly by the successful bidder and BCPL's appointed surveyor. The successful bidder will be responsible to redeliver the quantity so determined to BCPL after being allowed permissible operational loss. Stock reconciliation for the purpose of computing handling loss shall be done on spheres empty to empty basis.
- (f) To store the Butene-1 discharged from the ship in the storage Spheres.
- (g) To allow BCPL's employees and/or representative to inspect the operations of the aforesaid activities.
- (h) To prepare all related documentation as may be required by BCPL and/or any other statutory/regulatory authority for carrying out the aforesaid activities. This includes all documentation to be maintained as per BCPL's requirement / to be submitted to Customs/ Excise department. All relevant data pertaining to BCPL to be provided by BCPL.
- (i) To keep, during the currency of this contract, all the Government / statutory approval valid and in force which may be required from time to time.
- (j) To load the Butene 1 in BCPL arranged trucks. The quantity of Butene-1 required to replace the nitrogen gas at the time of filling of Butene-1 Tank Trucks shall be on BCPL account.
- (k) All other activities which are incidental to the aforesaid activities from time to time.

The services to be provided by successful bidder under this contract shall be available during the Terminal's operating hours and days (round the clock for vessel unloading), and, in general shift for delivery by road: during 0830 hrs to 1730 hrs on Mondays to Saturdays; excluding declared holidays for the Terminal unless the volumes/ workload necessitates extended hours of working or operation of second shift for the tank truck loading operation.

**Detailed scope of work is in Section- 5.**

### **3.0 ACKNOWLEDGEMENT**

Within 3 days of receipt of the bid documents/downloading the same, Bidder shall complete and submit the acknowledgement letter as per Performa confirming whether or not the bidder intends to submit a bid. The Bidder must indicate the address of his bidding office in the acknowledgement letter along with Telephone/ Fax/ E-mail and names of contact persons. Bidder shall also indicate similar details of their office in Delhi, if any. In case bidder is not bidding, he should clearly state the reasons for non-submission of his bid, otherwise the bidder shall not be considered for further limited tenders.

#### **4.0 INFORMATION REQUIRED WITH BIDS**

The following documents/ information as per proformas enclosed in the bid document are required to be submitted in two sets (01 original & 01 copy) along with offer, each to be filed in separate file covers:

- a) Details regarding their Bid-Qualifications alongwith the copy of work Order & Completion Certificate or such documents. (Authenticated as per format in Section-6).
- b) Details of similar work executed in the last seven years with work order / completion certificates indicating value of the job and names & postal address of client, if any (other than 'a' above).
- c) Details about Bidder's unloading/ loading & Storage Facilities at the designated Port along with the Fire Fighting & Safety facilities.
- d) Copy of Audited Balance Sheets for last 3 years indicating total receipts from Services / Contracts etc. duly audited by Chartered Accountant.
- e) Service Tax Registration Number, if any.
- f) Proposed plan alongwith the detail for carrying out the subject job.
- g) Latest valid Assessment order / Latest IT return duly acknowledged by Income Tax authorities.
- h) Declaration about the relationship, if any with BCPL's Director.
- i) Written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- j) All other documents / formats filled in required as per Bid Documents including Bidder General Information, Bid Form, Tender Fee, Letter of Authority, Zero Deviation to Bid Document, Check List etc. as per formats in Section – 6.
- k) Un-priced (i.e. with prices blanked out) part of schedule of rates with 'Quoted' written against each entry where prices have been quoted in Priced part.
- l) Documents required as Special Conditions of Contract of Bid Document.

#### **5.0 LATEST/ASSESSMENT ORDER / IT RETURN**

Attested copy of latest valid Assessment order / Latest IT return duly acknowledged by Income Tax authorities should be in the name of the FIRM / ORGANIZATION / INDIVIDUAL quoting for the work.

#### **6.0 SERVICE TAX REGISTRATION NUMBER**

Bidder shall furnish Photocopy of Service Tax Registration Number in the name of FIRM / ESTABLISHMENT while quoting for the work.

#### **7.0 EXPENSES TO BE BORNE BY BIDDER**

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BCPL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

## 8.0 EARNEST MONEY DEPOSIT/BID SECURITY

- 8.1 Bidder shall furnish, as part of its Bid, a Bid Security for an amount as indicated in the Notice Inviting Tender. The Bids not accompanied with Bid Security or Bid Security not as per Performa given in the Bidding Document shall be considered as non-responsive and such Bids shall be rejected. *However, SSI units registered with NSIC for similar works with valid certificate and Indian Public Sector Undertakings/Enterprises are exempted from furnishing Earnest Money Deposit/ Bid Security.*

The bid security (interest free) in favour of **Brahmaputra Cracker and Polymer Limited payable at Dibrugarh, Assam** for the amount indicated in Notice inviting Tender shall be in the form of demand draft / bankers cheque drawn on 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. Bid Security / EMD can also be submitted in the form of Bank Guarantee to be issued by 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 India Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 1000 millions or US \$ 22 million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on their letter head.

The bank guarantee shall be valid for 2 months beyond validity of bid i.e. 6 (Six) months beyond deadline for bid submission.

- 8.2 Bid-securities of unsuccessful Bidders will be discharged or returned, as promptly as possible upon award of Contract.
- 8.3 Bid-securities of the successful Bidder will be discharged or returned upon the Bidder's executing the Contract, and furnishing the performance guarantee.
- 8.4 The bid security may be forfeited:
- i) If Bidder submits False/Forged Document as detailed in Bid Document.
  - ii) If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form, or
  - iii) If a Bidder modifies his bid during the period of Bid Validity except if such modification is solicited by OWNER in writing, or
  - iv) If a Bidder does not accept the correction of arithmetical errors as per Bid Document or
  - v) In case of a successful Bidder, if the Bidder fails, within the specified period:
    - a) To sign the Contract.
    - b) To furnish the Contract Performance Security.
  - vi) Any other condition specifically stated in Bid Document.
- 8.5 The Bid security shall be denominated in the currency as mentioned in Notice Inviting Tender.

## **9.0 BIDDING DOCUMENT NOT TRANSFERABLE**

Bidding document once issued shall not be transferable in any other name.

## **10.0 BID SUBMISSION**

- 10.1 Bids must be received by the time and date mentioned in the Notice Inviting Tender at the address stated therein.
- 10.2 Priced and Unpriced copies of Bidder's quotation must be submitted in separate sealed 03 (Three) envelopes/ packages as stated below. All the envelopes must be enclosed in an Outer Envelope which must reach BCPL, Noida office within bid due date and time. The envelope should bear bid document no. , description and proper address of BCPL, Noida office and Bidder's Name and Address.

### **EVELOPE-1: EARNEST MONEY DEPOSIT (EMD) – PART- A**

Original Earnest Money Deposit (EMD) along with Covering Letter in the specified format shall be submitted along with this part in a sealed envelope clearly subscribing on top of the envelope as **“EARNEST MONEY DEPOSIT” along with Name of Work, Bid Document No. Project and Bidder.**

### **ENVELOPE-2: TECHNICAL & UNPRICED COMMERCIAL PART (PART-B) OF BID**

Techno-commercial Offer also consisting of Original Bid document & its Amendment (if any) shall be duly signed & stamped on each page. Proposal & BQC details along with supporting documents and other required submittals as per clause: 4 shall be submitted in 01 original + 01 copy. Original Bid shall prevail over its copy for all purposes.

This Part-B of bid shall be submitted in a separately sealed envelope clearly superscribing on top of the envelope **“TECHNICAL AND UNPRICED COMMERCIAL BID”, along with Name of Work, Bid Document No., Due Date, Name and Address of the Bidder.**

### **ENVELOPE-3: PRICE PART (PART-C) OF BID**

This Part-C i.e. PRICE PART in Original shall be submitted in a separate seal envelope duly signed and stamped on each page clearly superscribing on top of the envelope **“PRICE PART- DO NOT OPEN”** as detailed herein below. Bidder shall fill their quoted rates and amount in the Schedule of Rates as per Bid Document for this purpose. Name of Work, Bid Document No., Due Date, Name and Address of the Bidder shall also be written outside the envelope.

Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

This part (i.e. **PRICE PART**) shall contain only **“SCHEDULE OF RATES”** duly filed in. It is to be noted that the Price Part shall contain only PRICES and no conditions whatsoever. Any conditions given in this part shall not be considered and may render the bid liable for rejection.

- 10.3 The bid shall be signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.

BCPL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. He may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.

The cancellation of any document such as Power of Attorney, Partnership Deed etc. should be communicated by the Bidder to the BCPL in writing well in time, failing which BCPL shall have no responsibility or liability for any action taken by BCPL on the strength of the said documents.

Should the Bidder have a relative or relatives in BCPL or one or more of its shareholders are a relative or relatives of the shareholders employed in a superior capacity in BCPL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, BCPL reserves the right to take any other action as it deems fit in accordance with any applicable Law, Rules, Regulations of the like in force.

#### **11.0 LATE BID**

- 11.1 Any bid received by BCPL, Noida after the bid due date and time prescribed in Notice Inviting Tender shall be rejected.
- 11.2 Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.
- 11.3 All Bids received after the notified time and Bid Due Date will be treated as late bid.
- 11.4 Unsolicited alterations or modifications of bids received after the notified time and Bid Due Date shall not be entertained.
- 11.5 Unsolicited bids or bids being submitted to addresses other than the one specifically stipulated in the bid document will not be considered for evaluation if not received to the specified destination within stipulated date and time.

#### **12.0 BID VALIDITY**

- 12.1 Bid submitted by bidder shall remain valid for a period of 4 (Four) Months from the Bid Due Date / Extended Bid Due Date. In such case of making any variation subsequent to submission of bid at their own by bidder, the offer shall be treated as "REJECTED" and EMD/Bid Security shall be forfeited without any reference to the Bidder.
- 12.2 If required by BCPL, the bid validity will be extended by the bidder without any change in terms and conditions of the bid submitted by them and with no price implication. In such case the validity of bid security will also be extended with no price implication.

### **13.0 BID CLARIFICATION/ AMENDMENTS BY BCPL**

BCPL may issue clarifications/ amendments in the form of addendum/ corrigendum during the bidding period. The same will also be web-hosted on websites as per NIT. The above will be issued in hard copy to all bidders who have purchased the Bid Document. In case of downloaded Bidding Document from websites only these bidders who have submitted acknowledgement cum consent letter to BCPL shall be sent hard copy. For the amendments/corrigendum issued during the bidding period, bidders shall confirm the inclusion of amendments/corrigendum in their bid. Bidder to note that only amendment to Bidding Document as issued by BCPL shall form part of the Bid Document.

Bidder shall examine the Bidding documents thoroughly and submit to BCPL any apparent conflict, discrepancy or error. BCPL shall issue appropriate clarification or amendment, if required. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the services in accordance with the Bid Document & Amendment if any, if subsequently awarded the contract. Thus, Bidders are requested to resolve all issues before submission of bid and the Bid submitted shall be in total compliance of the Bidding Document.

All questions and clarifications related to Bidding documents shall be addressed in writing to:

**General Manager / Chief Manager (Contracts & Procurement)**  
**Brahmaputra Cracker and Polymer Limited**  
**c/o GAIL (India) Limited**  
**3<sup>rd</sup> Floor, GTI Building, Plot No-24,**  
**Sector-16A, Noida-201 301, U.P.**  
**Tel. No.: 0120-2517217/214; Fax No.: 0120-2488394/92**

**E-MAIL: [sk02404@gail.co.in](mailto:sk02404@gail.co.in); [rmjain@gail.co.in](mailto:rmjain@gail.co.in)**

### **14.0 CONFIDENTIALITY OF DOCUMENTS**

- 14.1 The Bid documents are non-transferable and shall be returned to the OWNER by any recipient who does not intend to submit a Bid.
- 14.2 The Bid documents are and shall remain the exclusive property of the OWNER without any right in the Bidder to use them for any purposes except for the purpose of bidding and for use by the successful Bidder with reference to the resultant contract.
  - 14.2.1 On no account will any person to whom the Bid documents are furnished, part with the possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies of any drawings, plans or other documents comprised therein, it being understood that information given in the Bid documents is the proprietary and confidential information of the OWNER, and that the Bid documents are therefore being furnished only in the strictest confidence. The intending Bidder may, however, disclose the Bid documents and/or furnish copies in whole or part thereof to employees, consultant and/or potential Indian Engineering sub-contractors involved in the preparation of the Bid who have understood the proprietary and confidential nature of the documents and have undertaken to be bound by and maintain confidentiality.

- 14.3 The Bid of any bidder who contravenes any of the foregoing provisions hereof is liable to be rejected.

## **15.0 BCPL's RIGHTS**

- 15.1 BCPL reserve the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without assigning in reasons and to give purchase preference to Public Enterprises as admissible under prevailing Government guidelines. Such decision by BCPL shall bear no liability whatsoever consequent upon such decisions.

Prices quoted shall be firm and fixed until completion of the contract.

- 15.2 The intending Bidder as a pre-requisite must produce documentary evidence(s) of all documents required as per Clause 4.0 above along with the techno-commercial part of their offer. In case of non-submission of above documents or submission of incomplete documents as per above clause along with Part-I, BCPL reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening of offer.
- 15.3 BCPL shall evaluate the offer of Bidders considering the resource available for proper execution of works. In view of this, Bidders are required to furnish adequate details with respect to available/ spare/ additional resources along with the details of the resources planned to be deployed on the works under execution.
- 15.4 The subject work is indivisible and shall be awarded in part or full to single successful bidder. The bidder's bid shall be valid for part or whole work of Bid Document. The bidder cannot revoke/ modify/ alter his bid due to modification and the EMD of such bidder revoking/ modifying/ altering his bid shall be forfeited.
- 15.5 This Bid Document is open to any Bidder who meets the qualification criteria and other requirements specified in Bid Document, however, BCPL reserves the rights to reject a bid submitted by the bidder if the above bidder is on 'Holiday List' of BCPL/ or GAIL (India) Limited.
- 15.6 A bidder shall submit only one bid. Alternate bid are not acceptable.

## **16.0 APPLICABLE LANGUAGE**

The bids and all correspondence incidental to and concerning to this bid shall be in English language only. For documents submitted in any other language, an English Translation shall also be submitted, in which case, for interpretation of the offer, the English Translation shall govern.

## **17.0 CURRENCIES OF BID AND PAYMENT**

Bidders shall quote their prices in Indian rupees only.

## **18.0 PRE BID MEETING**

- 18.1 The bidder(s) or his designated representative, who have purchased bid document/ downloaded bid document are invited to attend a pre-bid meeting which will take place at BCPL, Noida office
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax / e-mail to reach BCPL's office not later than 03 days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 18.4 The text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. It will also be web hosted. Any modification of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Owner exclusively through the issue of an Amendment pursuant to ITB Clause and not through the minutes of the pre-bid meeting.
- 18.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

## **19.0 PRICE, TAXES, DUTIES**

The Bidder should quote firm prices / rates inclusive of all Taxes, Duties, Levies, Personal Tax, Corporate Tax, Octroi, Cesses etc. for all Services during the Contract period but excluding Custom duties, Warfage and Service Tax. Custom duties, Warfage shall be paid directly by BCPL on receipt of demand notice from the authority/ies arranged by Contractor. Service Tax & Cess on Service Tax shall be paid by the Owner on production of documentary evidences at actuals. Demurrage, if any, due to reasons solely attributable to Owner (BCPL) shall be paid by the Owner. Service tax will be payable against documentary evidence at actuals on furnishing of cenvatable invoice by bidder. If a bidder quotes any non-cenvatable service tax then the same shall be specifically mentioned in the bid by the bidder failing which the full service tax quoted will be considered as cenvatable and will be paid against cenvatable invoice only.

However, in case of any new tax, the same will be reimbursed to Contractor by BCPL against submission of documentary proof of payment to Govt. by the Contractor.

In case of any increase in the taxes, duties, levies etc after the submission of bids, the same shall be borne by the bidder. Also, if any existing tax in India is withdrawn or the rate is revised after the bid due date; then on any payment due to the bidder under the contract other than tax on income, wealth or profits of the bidder, the OWNER shall be entitled to discount in the amount payable to the bidder of amount equivalent to the amount of such tax.

Bidder shall be solely responsible for ascertaining all types of taxes and duties as applicable for scope of work as per Bid Document. Owner shall deduct tax deduction at source (TDS) as per statutory guidelines.

## **20.0 REBATE**

No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

## **21.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 21.1 The Bidder may modify, alter or withdraw its bid by written notice served on the OWNER prior to the Bid Due Date. In the absence of such notice served on the OWNER prior to the said date, the bid shall not be withdrawn nor modified or altered without the OWNER's consent.
- 21.2 The bidders modifications or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of bids with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as the case may be.
- 21.3 Following withdrawal of its bid, the Bidder may submit a new bid, provided such new bid is received prior to the expiry of the time appointed for closing of bids. The new bid shall specifically be marked "NEW BID" on all envelopes.
- 21.4 No bid may be withdrawn in the interval between the closing date for receipt of bids and expiration of the period of bid validity specified by the Bidder in the bid. Any Suo-moto modification or withdrawal of bid shall be liable for rejection of Bid & forfeiture for Earnest Money Deposit.
- 21.5 Bidder shall not make any subsequent price changes due to any technical / commercial clarifications issued by BCPL due to any deviation taken by bidder in its bid. All the deviations taken by bidders in its bid are to be withdrawn by bidder in favour of stipulation of the Bidding Document with no price implication.

## **22.0 OPENING OF TECHNO-COMMERCIAL BIDS**

- 22.1 The Techno-commercial (un-priced) part of the Bid shall be opened in the presence of attending representatives of Bidder. The attending representatives(s) of the Bidder may have to produce authorisation letter from their competent authority, otherwise they will not be allowed to attend the Bid opening. Number of representative will be restricted to maximum two. The Bidder's representative who are present shall sign a Bid opening statement evidencing their attendance.
- 22.2 The Bidder's names, modifications and Bid withdrawals, and the presence or absence of requisite Bid Security/EMD, and such other details as the BCPL at its discretion, may consider appropriate, will be announced, and recorded at the opening.

- 22.3 Owner may extend Bid Due Date in which all rights and obligations of Owner and Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **23.0 OPENING OF PRICE BID**

Priced part of only those Bidders whose bids are considered techno-commercially acceptable shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening, only total price and rebate as quoted shall be read out.

### **24.0 EVALUATION OF BIDS**

Offers of the Bidders who fulfill the Bid Qualification Criteria (BQC) will only be taken up for evaluation.

#### **24.1 EARNEST MONEY DEPOSIT**

The bid without requisite Earnest Money and/ or not in the prescribed Proforma will not be considered and bids of such Bidders shall be rejected.

#### **24.2 DETAILED EVALUATION**

Further examination/ evaluation of only such bids, accompanying requisite EMD mentioned as above, shall be taken up. Techno-Commercial discussions, if considered necessary, will be held with such Bidders to determine the Techno-Commercial acceptability of the bids. Owner reserves the rights to use in-house information while evaluating the bid. If a bid is not substantially responsive, it will be rejected by the Owner and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.

#### **24.3 SCOPE OF WORK**

The complete scope of work has been defined in the Bidding Document. The bidder who undertakes to take total responsibility for the complete scope of work as defined in the Bidding document shall only be considered.

#### **24.4 ZERO DEVIATION**

Bidders to note that this is a zero deviation tender. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC-Works), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder to note that no technical and commercial clarifications may be sought for after the receipt of the bids. Bids with any deviation to the bid conditions shall be liable for rejection.

#### **24.5 TIME SCHEDULE OF COMPLETION/STORAGE**

The time schedule for completion/storage is given in the Bidding Document. Bidder is requested to confirm to the completion/storage period unconditionally.

The bid of the Bidder quoting completion/storage time other than the time schedule specified in the Bidding document may not be considered for evaluation.

- 24.6 Bids based on conformity of scope of work mentioned in the bidding document will only be considered.

#### **24.7 EVALUATION OF PRICE BID**

The price bids of only those bidders shall be considered for opening and evaluation whose bid is determined to be technically and commercially acceptable to BCPL.

Evaluation of price bid shall be taken up to determine the competitive prices of the techno-commercially acceptable bids and include the following:

- 24.7.1 All the items of Schedule of Rates will be added to determine L-1 bid. Only non-cenvatable service tax will be added to determine above L-1 prices.
- 24.7.2 The quoted prices shall be checked to determine the arithmetical correctness of the same.
- 24.7.3 Negotiations will not be conducted with the bidders as a matter of routine. However, BCPL reserves the right to conduct negotiation with the lowest bidder.
- 24.7.4 Conditional discount if offered will not be considered for evaluation.

#### **24.8 ARITHMETICAL CORRECTION**

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

- (a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 24.8.2 The amount stated in the bid will be adjusted by the Owner in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

#### **25.0 AWARD OF WORK**

- 25.1 The technically & commercially acceptable lowest (L1) Bidder shall be issued Fax of Acceptance (FOA) prior to expiry of Bid Validity. Bidder shall acknowledge by returning a signed copy of FOA.
- 25.2 Owner shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful Bidders as regards non-acceptance of their Bids. Except for refund of EMD to unsuccessful Bidders, Owner shall not correspond.

### **25.3 CONTRACT DOCUMENT**

- i) Contract Documents for agreement shall be prepared after award of work as intimated to the successful Bidder by a Fax / Letter of Acceptance. Until the final Contract Documents are prepared and executed, the Bidding Document together with the annexed documents, modifications, deviations agreed upon by BCPL and Bidder's acceptance thereof shall constitute a binding contract between the successful Bidder and BCPL.
- ii) The successful Bidders shall be required to execute a formal agreement in accordance with the 'Contract Agreement (Annexed to GCC) within 15 days from the date of issue of Fax of Acceptance. Contract Documents to be signed between Owner & successful Bidders shall consist of the following:
  - i. Agreement on non-judicial stamp paper of Noida (i.e. Gautam Budh Nagar) (India) and of appropriate value (Cost of stamp paper shall be borne by the Contractor) within 15 days of Fax of Acceptance.
  - ii. Fax of Acceptance.
  - iii. Detailed Letter of Award/ Acceptance along with agreed and other enclosures.
  - iv. Original Bid Document along with drawings.
  - v. Amendment issued to Bidders, if any.

### **26.0 CONTRACT PERIOD**

The contract period shall be for two years (24 months).

The Contract period may be extended for a further period of one year, on or before the expiry of the Contract on the same rate and terms & conditions, depending on the contractor's performance during the currency of the Contract.

### **27.0 BILLING AND PAYMENTS**

- 27.1 The agency shall submit the bill/s in a format prescribed by BCPL. BCPL shall release the payments within 30 days of submission of monthly bills complete in all respect.
- 27.2 The bill/s in the prescribed format shall be duly authenticated by authorized representatives of the Contractor and supported with the relevant information & records.
- 27.3 BCPL shall effect payments to the vendors through cheques or E-payments at its discretion, during operation of the said contract/PO/WO. For this purpose, the vendor/contractor/supplier shall provide his bank details.

### **28.0 CONTRACT PERFORMANCE SECURITY**

- 28.1 Within Fifteen (15) days from the date of notification of award of works by Fax of Acceptance signed by the OWNER, the successful Bidder shall furnish the required Contract Performance Security for an amount equal to 10% (Ten Percent) of the total Contract Price in the form of a Bank Guarantee in accordance with Clause No. 24.0 of General Conditions of Contract.

- 28.2 Failure of Bidder to comply with requirement of submitting copy of Fax of Acceptance / signing the Contract / Agreement shall constitute sufficient grounds for annulment of the award of work and forfeiture of bid security.
- 28.3 Small Scale Industries Unite registered with the NSIC, under its Single Point Registration Scheme shall be exempted from submission of Security Deposit/ Contract Performance Guarantee to the Monetary Limit for which the unit is registered.

## **29.0 PROCESS TO BE CONFIDENTIAL**

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

## **30.0 CONTACTING THE OWNER**

- 30.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Owner for any matter relating to the bid it should do so in writing.
- 30.2 Any effort by a bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid

## **31.0 AUTHENTICATION OF BQC DOCUMENTS**

All documents for the purpose of authentication in support of Experience as well as Financial Criteria of Bid Qualification Criteria (BQC) to be furnished by the bidders shall necessarily be certified by Statutory Auditor of the bidder or a Chartered Accountant where audit of accounts is not mandatory as per Law.

Accordingly, the following formats are included for compliance by Bidder. Bidder to submit duly filled in Formats as applicable in the Bid:

- (i) Covering letter from Statutory Auditor/Chartered Accountant.
- (ii) Format-1 for Details of Similar Supply of Goods / Works / Services in past 7 years and certification from a Chartered Accountant in case audit of accounts is not mandatory as per Law in India.
- (iii) Format-2 for Details of Similar Supply of Goods / Works / Services in past 7 years and certification from a Statutory Auditor who audits Annual accounts of bidder.
- (iv) Format-3 for Details of Financial Capability of the bidder

**Formats are attached at Section-6.**

## **32.0 ACTION IN CASE OF SUBMISSION OF FALSE/FORGED DOCUMENT**

- 32.1 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit (Bid Security).

- 32.2 In case, the information/ document furnished by the vendor/ contractor forming basis of valuation of his bid is found to be false/ forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/ contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/ security Deposit, withholding of payment etc.
- 32.3 In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/ contractor along with forfeiture of CPBG/ Security Deposit furnished by the vendor/ contractor.
- 32.4 Further, such bidder/ vendor/ contractor shall be put on Blacklist/ Holiday List of BCPL debarring them from future business with BCPL.

### **33.0 ERRANT BIDDER**

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

### **34.0 FORMATS**

All the formats including Bid Security / Contract Performance Security etc. are placed in Section-6 of the Bid Document.

## **SECTION - 4**

# **GENERAL CONDITIONS OF CONTRACT**

### **Notes on the General Conditions of Contract**

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**Wherever GAIL (India) Limited is appearing in subject document the same may be read as Brahmaputra Cracker and Polymer Limited (BCPL). The address of BCPL is as per Letter Head enclosed with Bid Document.**

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## **ANNEXURES TO GCC**

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# **General Conditions of Contract**

## **Section- I. Definitions**

### **1. Definition of Terms:**

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
  - 1.1.1 The EMPLOYER/COMPANY/GAIL means GAIL (INDIA) 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 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 ----- who are the consulting engineer to the Employer for this project and having registered office at -----  
-----
  - 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.
  - 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
  - 1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GAIL 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 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, communication 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 Informations

### 2. General Information

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

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

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

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

Document.

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

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

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

2.4 Power Supply:

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

CONTRACTOR arising therefrom.

- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER-IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves

the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative.

No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

- 2.6 Land for Residential Accommodation:-No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

### **Section-III. General Instructions to Tenderers**

- 3. Submission of Tender:**
- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
  - 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
  - 3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.
  - 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
  - 3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for \_\_\_\_\_ Project of GAIL (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. Documents:

##### 4.1 General:

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.
- iv) Information regarding tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
- vii) Details of construction plant and equipments available with the tenderer for using in this work.
- viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- x) Details of present commitment as per proforma enclosed to tender.
- xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
- xii) Provident fund registration certificate
- xiii) List showing all enclosures to tender.

4.2 All pages are to be Initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

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

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

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

#### 4.5 Signature of Tenderer:

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

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

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

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 (India) Limited, and that M/s GAIL (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 (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 (India) Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

#### 5. **Transfer of Tender Documents:**

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

#### 6. **Earnest Money:**

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bid guarantee shall be submitted in the prescribed format .

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid validity).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER

- 7 Validity:**
- 7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.
- 8 Addenda/Corrigenda**
- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.
- 8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.
- 9 Right of Employer to Accept or Reject Tender:**
- 9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

|                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10 Time Schedule</b>                                              | <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>11 Tenderer's Responsibility</b>                                  | <p>11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>12 Retired Government or Company Officers</b>                     | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>13 Signing of the Contract:</b>                                   | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>14 Field Management &amp; Controlling/Coordinating Authority:</b> | <p>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.</p> <p>14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

- 15 Note to Schedule of Rates:**
- 15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.
  - 15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.
  - 15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.
  - 15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
  - 15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
- 16 Policy for Tenders Under Consideration:**
- 16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GAIL to the Bidder.
  - 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. GAIL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.
- 17 Award of Contract:**
- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GAIL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
  - 17.2 GAIL will be the sole judge in the matter of award of CONTRACT and the decision of GAIL shall be final and binding.
- 18 Clarification of Tender Document:**
- 18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GAIL in triplicate. GAIL 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 or its employee(s) or its representatives shall not in any way be binding on GAIL.

## **19 Local Conditions:**

- 19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable GAIL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.
- 19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

## **20 Abnormal Rates:**

- 20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

## **Section-IV. General Obligations**

### **21 Priority of Contract Documents**

- 21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :
- 1) The Contract Agreement ;
  - 2) The Letter of Acceptance;
  - 3) The (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.

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 of the CONTRACT.
- 21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

- 21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.
- 22 Special Conditions of Contract:**
- 22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 23 Contractor to obtain his own Information:**
- 23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.
- The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the

nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

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

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

**24 Contract Performance Security:**

- 24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.
- 24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

- 24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).
- 24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.
- 24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

**25 Time of Performance:**

- 25.1 Time for Mobilisation  
The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.
- 25.2 Time Schedule of Construction:
- 25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.
- 25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as

design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

- 25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

## **26 Force Majeure:**

### **26.1 CONDITIONS FOR FORCE MAJEURES**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts.

If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

### **26.2 OUTBREAK OF WAR**

- 26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and

until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

**27 Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by  $\frac{1}{2}$  % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

**27.3 BONUS FOR EARLY COMPLETION**

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  $2\frac{1}{2}$  % of the total contract price.

**27.3 Bonus For Early Completion (\*)**

(\*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

- 28 Rights of the employer to forfeit contract performance security:**
- 28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.
- 29 Failure by the contractor to comply with the provisions of the contract:**
- 29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:
- a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.
- 29.2 In such events of Clause 29.1(a) or (b) above.
- a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall

also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

- b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

**30 Contractor remains liable to pay compensation if action not taken under clause 29:**

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 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 Change in constitution:**

31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

**32 Termination of contract**

32(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 deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the

estate of the 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.**

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

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

**32 (C)** In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GAIL (India) Ltd. against any type of tender nor their offer will be considered by GAIL against any ongoing tender (s) where contract between GAIL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by GAIL (India) Ltd. to such CONTRACTOR.

**33 Members of the employer not individually liable :**

33.1 No Director, or official or employee of the EMPLOYER/CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**34 Employer not bound by personal representations:**

34.1 The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

**35 Contractor's office at site:**

35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

**36 Contractor's subordinate staff and their conduct**

36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments,

materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

- 36.2 If and whenever any of the CONTRACTOR's or SUB-CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever

kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

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

**37 Sub-letting of works:**

- 37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub-contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-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:

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the

ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

**38 Power of entry:**

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-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 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 CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

- 40 Other agencies at site:** 40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.
- 41 Notice:** 41.1 TO THE CONTRACTOR:
- Any notice hereunder may be served on the CONTRACTOR or his duly 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 (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.
- 42 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 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 Liens:**

- 44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.
- 44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

**45 Delays by employer or his 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 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.

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 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.

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>48 Certificate not to affect right of employer and liability of contractor:</b> | <p>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.</p> |
| <b>49 Language and measures:</b>                                                   | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>50 Transfer of title:</b>                                                       | <p>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.</p> <p>50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.</p>                                                                                                                                                                                                                                                                  |
| <b>51 Release of information:</b>                                                  | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>52 Brand names:</b>                                                             | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>53 Completion of contract:</b>                                                  | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>54 Spares:</b>                                                                  | <p>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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.

Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

- 54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

## **SECTION-V Performance of Work**

- 55 Execution of work:**
- 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.
- 56 Co-ordination and inspection of work:**
- 56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his 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 Work in monsoon and dewatering:**
- 57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.
- 58 Work on sundays and holidays:**
- 58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations,

consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

**59 General conditions for construction and erection work:**

- 59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his 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 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(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be

considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

| S.No. | Range of Variation                         | Percentage compensation for decrease in the value of work in the respective range.                                                                                                                                                                                                            |
|-------|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a)    | Beyond (+) 25% 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 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 Drawings to be supplied by the employer**

- 61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.
- 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

**62 Drawings to be supplied by the contractor:**

- 62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for \_\_\_\_\_  
(Name of Work)

Agreement

No. \_\_\_\_\_

Signed: \_\_\_\_\_

(CONTRACTOR)

(ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

### **63 Setting out works:**

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.

63.5 On completion of WORK, the CONTRACTOR must submit the

geodetic documents according to which the WORK was carried out.

**64 Responsibility for level and alignment:**

64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

**65 Materials to be supplied by contractor:**

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

**66 Stores supplied by the employer:**

66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall

include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.

**67 Conditions for issue of materials:**

- 67.1
- 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 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 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 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.

- |                                                    |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>69 Materials obtained from dismantling:</b>     | 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.                                                                                                                                                                                                                                                       |
| <b>70 Articles of value found:</b>                 | 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.                                                                                                                                                               |
| <b>71 Discrepancies between instructions:</b>      | 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. |
| <b>72 Action where no specification is issued:</b> | 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.                                                                                                                                                                                           |
| <b>73 Inspection of works:</b>                     | 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 Tests for quality of work:**

- 74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.
- 74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.
- 74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the

CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

- 75 Samples for approval:** 75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.
- 76 Action and compensation in case of bad work:** 76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his 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 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 Employer may do part of work:**

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

**79 Possession prior to completion:**

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

**80 (Defects liability period) twelve months period of liability from the date of issue of completion certificate:**

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER-IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to 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/warantees for the replaced equipment shall also be passed on to the EMPLOYER.

### 80.3 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

## 81 Care of works:

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

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

**82 Guarantee/transfer of guarantee:**

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

**83 Training of employer's personnel:**

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the

CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

**84 Replacement of defective parts and materials:**

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

**85 Indemnity**

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**86 Construction aids, equipments, tools & tackles:**

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to

obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

#### **SECTION-VI Certificates and Payments**

#### **87 Schedule of rates and payments:**

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

**88 Procedure for measurement and billing of work in progress:**

88.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall 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 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 (India) Limited has introduced Computerised Billing System whereby when the Bills are submitted in GAIL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through GAIL's website.

88.2 **SECURED ADVANCE ON MATERIAL:**

Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 **DISPUTE IN MODE OF MEASUREMENT:**

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 **ROUNDING OF AMOUNTS:**

In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

**89 Lumpsum in tender:**

89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

**90 Running account payments to be regarded as advance:**

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

**91 Notice of claims for additional payments:**

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK

he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.

- 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

**92 Payment of contractor's bill:**

- 92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.
- 92.2 Payment due to the CONTRACTOR shall be made by the

EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by 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 Receipt for payment:**

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

**94 Completion certificate:**

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

94.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid

except for any sum actually realised by the sale thereof.

**94.3 COMPLETION CERTIFICATE DOCUMENTS:**

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- 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 necessary documents.

**95 Final decision and final certificate:**

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

**96 Certificate and payments on evidence of completion:**

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

**97 Deductions from the contract price:**

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR

under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

## **SECTION-VII Taxes and Insurance**

- 98 Taxes, Duties, Octroi etc:** 98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.
- Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.
- 99 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 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. 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.
- 101 Insurance:** 101.1 GENERAL
- CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:
- CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and

the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

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 State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

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 Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

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 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 willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII Labour Laws

**103 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, 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 Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

**104 Implementation of apprentices act, 1961:**

104.1

The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

**105 Contractor to indemnify the employer:**

105.1 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 CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

**106 Health and sanitary arrangements for**

106.1

In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this

**workers:**

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 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 (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) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be 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 Jurisdiction:**

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 General:**

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

**110 Safety regulations:**

- 110.1 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 First aid and industrial injuries:**

- 111.0 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>112</b> | <b>General rules:</b>           | 112.0 | Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>113</b> | <b>Contractor's barricades:</b> | 113.0 | <p>i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-</p> <p>a) Excavations</p> <p>b) Hoisting Areas.</p> <p>c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.</p> <p>d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.</p> <p>e) Rail Road unloading spots.</p> <p>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.</p> <p>iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.</p>                                                                                                                                                                                                                                                                                                                                      |
| <b>114</b> | <b>Scaffolding:</b>             | 114.1 | <p>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).</p> <p>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</p> |

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 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 no circumstances undermining or under-cutting shall be done.

**116 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 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 Care in handling inflammable gas:**

117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER

**118 Temporary combustible structures:**

118.1 Temporary combustible structures will not be built near or around work site.

- 119 Precautions against fire:** 119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.
- 120 Explosives:** 120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary 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 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 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 Outbreak of infectious diseases:** 123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.
- 124 Use of intoxicants:** 124.1 The 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 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.

#### **AMENDMENT TO GENERAL CONDITIONS OF CONTRACT:**

##### **Article 107 (Arbitration) stands modified to the following extent:**

- 1.0 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part - III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on web site [www.gailonline.com](http://www.gailonline.com) (web site of GAIL (India) Limited – BCPL is a Joint Venture of GAIL (India) Limited, Oil India Limited, Numaligarh Refinery Limited and Government of Assam) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 2.0 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules.
- 3.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a dispute(s) / difference(s) issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 4.0 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

- 5.0 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 6.0 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 7.0 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 8.0 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

**Following New Sub-Clause 36.5 is added.**

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed / proposed to be deployed to carry out the contractual obligations and provide the copy of said certificate for facilitating Photo Pass to enter into BCPL's premises.

## **PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER**

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

WHEREAS GAIL (INDIA) LTD. (hereinafter referred to as GAIL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 16, Bhikaiji Cama Place; R.K.Puram New Delhi has entered into a CONTRACT with \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) GAIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by GAIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by GAIL to the CONTRACTOR, GAIL has required the CONTRACTOR to furnish to GAIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to GAIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to GAIL forthwith on demand in writing without protest or demur the value as specified by GAIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with GAIL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

AND THE CONTRACTOR hereby agrees with GAIL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of GAIL arising hereunder upto and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to GAIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of GAIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GAIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by GAIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GAIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GAIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated\_\_\_\_\_.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

## PROFORMA FOR CONTRACT AGREEMENT

LOA No. GAIL /

dated -----

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

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on

on behalf of EMPLOYER.

GAIL (INDIA) LIMITED

\_\_\_\_\_

\_\_\_\_\_

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

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

Signed and Delivered for and

on behalf of the CONTRACTORS.

(NAME OF THE CONTRACTOR)

\_\_\_\_\_

\_\_\_\_\_

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

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

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_  
  
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## SECTION -5

### **SPECIAL CONDITIONS OF CONTRACT (SCC) AND SCOPE OF WORK**

#### **1.0 GENERAL**

- 1.1 Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract only to the extent that such repugnancies or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General conditions of Contract.
- 1.4 Whenever it is stated in this Bidding Document that such & such a supply is to be effected or such & such work is to be carried out, it shall be understood that the same shall be effected/carried out by the Contractor at his own cost, unless a different intention is specifically & expressly stated herein or otherwise explicit from the context. Contract Value (also referred to as Contract price) shall be deemed to have included such cost.
- 1.5 The storage facility at port in India should be pressurised storage facility and may be Tank/sphere etc. Thus wherever reference of Sphere is made in Bid Document, the same may be read as any pressurised storage facility of Tank/Sphere etc.

#### **2.0 TIME SCHEDULE**

- 2.1 The work shall be executed strictly as per Time Schedule given as part of this Bidding Document vide **Annexure-I** to SCC.
- 2.2 Contractor shall give every day a report on the progress of work done on previous day in the Performa prescribed by the Engineer-in Charge.

#### **3.0 SCOPE OF OF SUPPLY AND SCOPE OF WORK**

BCPL's Butene-1 from vessel needs to be smoothly discharged through pipelines into storage spheres situated at port which should be well connected with sea port's jetties. Stored Butene-1 in the spheres (after custom clearance) is to be loaded into road tankers of BCPL's nominated Transporters for despatch to BCPL plant at Lepetkata.

The Contractor shall arrange clearance of the consignment of Butene-1 parcel as and when the vessel call at Port, arrange expeditious survey through BCPL's nominated Surveyors and arrange for the smooth discharge of Butene-1 from the vessel through pipeline into storage spheres earmarked for BCPL. The agency shall also arrange custom formalities after settling of Butene-1 in the storage spheres and co-ordinate with BCPL's nominated transporters for onward despatch in road tankers to BCPL Project.

Detailed Scope of works are as under:

- 3.1 Contractor will earmark storage spheres having required capacity exclusively for the storage of Imported Butene-1 for BCPL for TWO YEARS PERIOD at port. These spheres, together with the connected stainless steel pipelines from Jetty, pumping, loading, unloading facilities, weighbridge and other ancillary facilities (hereinafter collectively referred to as storage facilities) will be reserved exclusively for the storage of BCPL's Butene-1. Contractor to ensure pressure control of spheres and no contamination of product with in the Battery Limit of loading and unloading facilities. Contractor will operate the said storage facilities with the purpose at their own cost and risk.
- 3.2 For the applicability of Price Reduction Schedule, clause 27.1 of General Conditions of Contract of Section - 4 of subject Bid Document will be modified to the extent possible with following clause:  
  
Any Demurrages required to be paid to concerned agency(s) for unloading from the ship vessel and/or loading in road tankers of Butene-1 due to reasons attributable to the bidder will be to bidder's account only.
- 3.3 Laytime for discharge shall commence upon vessel's arrival in berth after the notice of readiness is tendered. Laytime shall end when allowed laytime has expired or at hose disconnection whichever occur first.
- 3.4 BCPL's product held by contractor in its storage facilities shall be the property of the BCPL and contractor shall not hypothecate or pledge the BCPL's product to any other party or deal with the product in any other manner except as provided in the bid document / work contract. In no case, other party's Butene-1 / or other material shall be stored in the spheres earmarked to BCPL. Contractor must take all precautionary measures to ensure that the stored Butene-1 in the spheres is not contaminated at any point of time during the period of storage.
- 3.5 BCPL shall not be responsible for any losses of contractor storage terminal's property or injury or loss of life to contractor's personnel or representatives arising out of storage and handling of the product at contractor's storage terminal and contractor shall indemnify and hold BCPL harmless in this behalf.
- 3.6 Spheres should be certified by explosive / any other statutory departments as required. Contractor will allow BCPL officials to inspect the spheres immediately after placement of order. BCPL will not accept any spheres which are not certified by explosive / any other statutory departments.

- 3.7 The storage spheres shall be free for inspection by BCPL as and when required. BCPL may inspect the offered spheres even before the placement of contract.
- 3.8 All the certificates and statutory requirements of Govt. agencies required for the storage of BCPL's Butene-1 at port storage terminals & upto its loading into tankers for despatch to BCPL Project from Port Authorities / Govt. / Statutory bodies shall be arranged by the contractor during the period of contract. In case of any additional statutory requirement arises during the currency of contract due to Govt. notifications, Contractor shall arrange to obtain the same immediately without fail.
- 3.9 Discharged Butene-1 will be taken delivery by BCPL's transporters as per the plant requirement basis. Normally, atleast 4 tankers will be deployed at storage facilities by the transporters for lifting of Butene-1.
- 3.10 No material shall be supplied by OWNER under this Contract. However contractor scope of work includes terminalling and storage services for Butene-1 at the designated port.
- 3.11 The Scope of Supply and Scope of Works covered under this contract shall be as described in **Annexure-II & III to SCC**.

#### **4.0 RESPONSIBILITY OF CONTRACTOR/ BCPL**

##### **A RESPONSIBILITY OF CONTRACTOR**

- 4.1 It shall be the responsibility of the contractor to obtain the approval for any revision and/ or modifications in the Storage/ Handling & Despatch of Butene-1 form the Owner/Engineer-in Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the Owner/Engineer-in Charge shall be carried out at no extra cost to the Owner. Any charge required during functional requirements or for efficient running of system, keeping the basic parameters unchanged and which has not been indicated by the contractor along with the offer will be carried out by the contractor at no extra cost to the Owner.
- 4.2 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 4.3 It shall be entirely the contractor's responsibility to provide, operate and maintain all necessary construction equipment, steel 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.
- 4.4 The contractor shall acquaint himself with access availability facilities, such as roads, local labor etc., to provide suitable allowances in his quotation.
- 4.5 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.

- 4.6 The Successful Bidder shall make ready the storage sphere(s), dockline(s) and related facilities for receipt of BCPL's product and offer these for inspection and certification by BCPL's surveyor/authorized representatives before receipt of the first shipment.
- 4.7 The Successful Bidder shall arrange to receive the Product from BCPL's nominated vessel(s) to be berthed at Designated port into the designated storage into the designated storage sphere by making use of its facilities and manpower.
- 4.8 The Successful Bidder shall store the Product in sphere and arrange for safe handling of the Product.
- 4.9 The Successful Bidder shall maintain temperature and pressure of the product in the spheres from time to time as required by BCPL. Butene-1 will arrive in ambient condition.
- 4.10 The Successful Bidder shall arrange to deliver the Product into the truck(s) arranged by BCPL by making use of its loading facilities and manpower. The quantity of Butene-1 required to replace the nitrogen gas at the time of filling of Butene-1 tank truck shall be on BCPL account.
- 4.11 The Successful Bidder shall pay land rent to the Port and all taxes payable on the sphere(s) and related facilities.
- 4.12 The Successful Bidder shall arrange for periodic testing, cleaning and maintaining of the Facilities during the term of the Agreement as per its Standard Operating Procedure.
- 4.13 The Successful Bidder shall permit BCPL /or BCPL authorized surveyor access to the Facilities at any time during regular business hours for the purposes of sampling, gauging and testing of the Product. The Successful Bidder shall render all assistance for drawing the samples.
- 4.14 The Successful Bidder shall provide a suitable room for BCPL or its representatives/surveyors to set up a laboratory for analyzing the samples drawn from various points.
- 4.15 The Successful Bidder shall maintain records of receipts and dispatches, as also opening and closing stock on a daily basic so as to enable BCPL to know the stock available at any particular time.
- 4.16 The Successful Bidder shall take and maintain the requisite insurance on the Facilities in accordance with the terms & conditions of the bid document/provisions of this Contract and prudent Engineering Practices.
- 4.17 The Successful Bidder shall ensure that all the above Services shall conform to relevant Government regulations.
- 4.18 The Successful Bidder shall employ such qualified and experienced Management and Operations staff as is required to carry out the Services in accordance with best industry practices. The Successful Bidder shall keep the terminal in operation round the clock.

- 4.19 The Successful Bidder shall pay all wages, salaries, taxes etc to its staff and contractors and provide all amenities and benefits as may be required under the Law for the time being and from time to time in force as applicable to its establishment.
- 4.20 The Successful Bidder shall extend full cooperation to BCPL for complying with BCPL's obligations under this Agreement.
- 4.21 The successful Bidder, if required shall obtain permission/approval from the designated port for storage and handling of the product in designated port.
- 4.22 **Custom Clearance Activities:**

Contractor can either arrange for the custom clearance of Butene-1 shipments by himself OR by his authorized CHA who is having valid CHA license at Port. In case of carrying out of custom clearance activities by the Contractor's authorized CHA, contractor needs to submit the details of CHA who will be clearing BCPL's shipments alongwith the bid for approval. It is the sole responsibility of the contractor to complete entire custom clearance formalities of BCPL's shipments as per the scope mentioned below. Any delay in custom clearance or lapses by his CHA shall be borne by the contractor. Further, Contractor needs to submit a declaration stating that he will take entire responsibility of custom clearance activities carried out by his CHA against this contract (Non-submission of such declaration alongwith the bid against this Bid Document shall call for the rejection of the bid).

Detailed scope of custom clearance activities are as under:

- a) All aspects of custom clearance of imported Butene-1 arriving at port through vessels is contractor's responsibility. In addition, Indenting and co-ordination of suitable types of transport vehicles as and when required as per the requirement of BCPL are to be done.
- b) Handling of all Customs / Port documentation and formalities connected with the clearance of Butene-1 through the customs, port, octroi and other concerned authorities shall be done by contractor.
- c) Contractor shall liaise with shipping Agent, Surveyor, C&F Agent, Port Authority at port about shipment for discharge and clearance of cargo to be discharged in to storage tank from the vessel at jetty.
- d) The contractor shall keep close liaison with shipping companies and / or their agents to check up arrival of vessels, berthing and discharge position and report to BCPL the day to day status after the vessel's arrival.
- e) The contractor shall exercise due care in scrutinizing and processing the shipping documents received and in clearance of shipments as expeditiously as possible without giving room for delays and demurrage / wharfage. The contractor shall also bring to the notice of BCPL any difficulties that he may come across at customs or else where without delay. When documents for any reason are not available / incomplete, the contractor shall take alternative steps for clearance of such shipments by arranging to submit bonds / letters of guarantee, etc. in consultation with BCPL. Any demurrage / wharfage due to lapse or negligence of the contractor the same shall

be borne by the contractor and the decision of Engineer in Charge in this regard shall be final and legally binding on the contractor.

The contractor shall take all possible precautionary measures towards safety of all cargo landed in the docks and elsewhere arrange surveys and obtain certificates on contaminated / damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned and take such other actions that may be necessary to generally safeguard BCPL's interest.

- f) The contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish BCPL (within 7 days of the acceptance of Bid) a list of such service personnel (with their designation) assigned for this particular work.
- g) The contractor shall make due provisions for deputing adequate staff at the required places to work during 2<sup>nd</sup> and 3<sup>rd</sup> shifts and also to work on Sundays and Holidays if otherwise cargo held up pending clearance is liable to incur considerable demurrage or if such pending shipment is urgently required at site and shall also take proper action as per instructions from BCPL.
- h) The contractor shall lodge all claims within the time limits prescribed with the Customs, port Trusts, Shipping agents, Transport Companies, Octroi and other concerned authorities as well as initial claims on insurance co. (Underwriters) in all cases of excess payments damage and loss of cargo etc. as the case may be and take regular follow-up actions till the claims are finally settled. All refund amounts obtained by the contractor shall be passed on to BCPL immediately on collection.
- i) The contractor shall maintain a proper schedule of the entire work and send to BCPL regular weekly progress report to reflect the status of work done and pending up to and as on the previous day of the report.
- j) The contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify BCPL from any consequence due to any inaccurate or faulty documentation on the part of the contractor.
- k) Whenever BCPL instructs the transporter and advises contractor to arrange for loading of tankers dispatch by road, it shall be the responsibility of contractor to indent required vehicles from the transporter and load. If any vehicle is returned without loading for any reason empty return charges as claimed by transporter would be payable by contractor. Contractor shall be responsible to arrange loading of all the vehicles supplied by BCPL's Transporter with reasonable time at his storage facility. If he fails, all detention charges claimed by outside agency shall be borne by him.
- l) The contractor shall be fully responsible for any wrong dispatches and shall bear all the extra expenses for diversion /rebooking of the same to the proper destination / consignee.
- m) Contractor shall in their execution of services under this contract, adhere to any procedures and routine established by Engineer in charge.
- n) The contractor shall intimate Engineer in charge with the requirement of necessary funds for customs duty well in advance. All the expenses except customs duty

involved in the entire clearance activities of Butene-1 from customs shall be borne by the contractor which will be re-imbursed on production of original receipts of concerned agencies alongwith monthly bill.

- o) The contractor shall be required to perform all the duties which they are bound to do under the Customs Act, Port rules and procedures as amended from time to time.
- p) Contractor shall be responsible to collect the documents from the office of BCPL within 24 hours of telephonic advice. This shall be a part of their service and no separate charges shall be payable for the same.

#### 4.23 **Loss / Damage / Shortage:**

- i) The contractor shall take all steps to prevent loss and damage to goods received by the contractor on behalf of BCPL for handling and dispatches during the period the goods are in their charge or while the goods remain in the custody of the port trust. It is incumbent on the contractor to promptly examine carefully all Butene-1 discharged from the vessel and whenever they notice any damage / loss at the time of clearance from the docks, the contractor shall promptly apply for and arrange to hold surveys by the concerned authorities and pursue action to obtain survey report, examination reports, certificates of examination etc. as the case may be.
- ii) When any short landing of consignment has been noticed the contractor shall promptly apply for short landing certificate or landed but missing certificate from the Port Trust authorities/vessel owners within the prescribed time governing the rules for settlement of claims with the carriers / insurance company/ port trust and customs etc. but in any case, such certificates should be obtained not later than the date/ prescribed time limit from the date of arrival of the vessel.
- iii) The contractor will have to make good to the company on demand any loss due to the negligence or failure on their part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of relevant rules and regulations applicable in clearance, handling, dispatch of goods lodging and settlement of claims, failing which the amount of loss will be appropriated from the security or other deposits made by the clearing agent or from any amount due to the clearing agency under this contract. This is apart from the other remedies open to BCPL under the provisions of law in force.
- iv) Where survey reports / short landing certificates / landed but missing certificates / customs certificate of examination / landed certificates or similar certificates are required for substantiating the claims with various agencies and obtaining compensation from the concerned authorities liable to pay for the damage or loss, due care will have to be exercised by the contractor to ensure that the certificate / survey reports etc. are complete in all respects so that they can not be disputed by the parties concerned at a later stage on some pretext or other.
- v) The contractor should be well conversant with all the relevant and latest provisions of the carriage of goods by Sea Act., Port Trust and other Acts, Rules, relevant procedures etc. which are applicable for effecting clearance and other rules and regulations of customs and take such steps to ensure that interests of BCPL are protected in all respects in the clearance of the cargo.

- 4.24 The contractor shall take all possible pre-cautions and measure to safe guard the quality and quantity of cargo during the discharge, storage, unloading and loading till the despatch.
- 4.25 After each tanker is filled up, weighbridge measurement shall be carried out and recorded in the certificate of despatch to be issued road tanker-wise by the contractor and this shall be countersigned by the surveyor. The contractor shall provide all the facilities as advised by surveyor for safe loading / unloading of materials in respect of quality as well as quantity.

**B BCPL's OBLIGATIONS**

- 4.1 After the storage sphere(s), dockline(s) and related facilities are made ready and offered to BCPL for inspection, BCPL shall confirm, either directly or through its authorized representatives, cleanliness and fitness of the storage spheres, pipelines and other facilities for storage and handling of its Product.
- 4.2 BCPL shall provide prior information to the Successful Bidder at least 7 days in advance through a "Product Shipment Notice" given vessel and agent details and vessel ETA. BCPL shall furnish the contractor all shipping documents in advance of the arrival of the relevant ship/vessel. BCPL on receipt of intimation from contractor shall furnish available catalogues / technical write-ups, details of Purchase Orders etc. as and when required by the customs for release of the cargo.
- 4.3 BCPL shall arrange to bring the Product only in vessels that conform to Local / Government regulations and that meet the requirements under various codes as applicable to Designated Sea Port.
- 4.4 BCPL shall arrange to place their nominated sphere truck(s) at the successful bidder's terminal for loading of the Product on time, after checking and certifying their cleanliness and suitability.
- 4.5 BCPL shall arrange to place the necessary laboratory equipment at the successful bidder' terminal/ or make its own arrangement for analyzing the samples drawn during the operations.
- 4.6 BCPL shall arrange through their representatives/surveyors for drawing the samples from the vessel's spheres, storage sphere, sphere trucks, pipelines etc. and carrying out the necessary tests, as per the procedure laid down by BCPL.
- 4.7 BCPL shall take adequate insurance cover for its Product, assets and personnel as more fully described in the Bid Document.
- 4.8 BCPL shall pay Custom duty payment based on passed Bill of Entry. All the other charges like, sea port & establishment charges, other duties, taxes to other GOVT. Authorities and any other statutory payments involved in the clearance of imported Butene-1 shall be paid by the contractor as per the directions of BCPL which will be re-imbursed on submission of original payment receipts alongwith monthly bills. BCPL shall authorize contractor / his representative to clear the Goods from customs on its behalf.

- 4.9 For the initial purging of sphere with Butene-1 vapors, BCPL is ensuring 24 hours of free layover time (without demurrage) for completion of the purging operation during the first cargo receipt. Quantity of Butene-1 used for this purging shall be to BCPL's account.

#### **5.0 TAX DEDUCTION AT SOURCE (TDS)**

TDS at the prevailing rate as applicable from time to time shall be deducted from Contractors bills as per Statutory Rules, and contracted price shall be deemed to include this.

#### **6.0 EXCISE DUTY**

Excise duty, if applicable, on works/ job works done/ performed at Owner's premises at the job site, shall be reimbursed to the Contractor at actual on production of documentary evidence of payment to the Owner's satisfaction.

#### **7.0 PRICE ESCALATION**

The contract price shall be deemed to be FIRM and valid for the entire duration of the contract till the completion of work in all respects and shall not be subject to any adjustment due to increase in price of materials, consumables labour etc., or any other input for performance of work and the contract.

#### **8.0 DEPLOYMENT OF EQUIPMENT**

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools & tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Owner. No Equipment shall be supplied by the Owner.

#### **9.0 QUALITY/QUANTITY ASSURANCE AND QUALITY/ QUANTITY CONTROL PROGRAMME**

The successful bidder shall ensure determination of the actual ships discharge quantity through mutually agreed independent surveyor appointed by BCPL. The ship discharge quantity measured, as mentioned above, shall be construed as the BCPL's cargo quantity received at the terminal and the bidder will be responsible to redeliver the same quantity of the product to BCPL, save and except the permissible operation loss of 0.05% (Point Zero Five Percent). In case the cumulative loss is beyond the permitted limit, suitable recovery shall be made for the value of the said shortage in excess of the permissible limit, from any amount payable to the bidder. For this purpose, the rate of recovery would be the rate applicable to bulk non-domestic consumers at the designated port alongwith notional customs duty and notional local sales tax at full rate. In case the damages recoverable are greater than the Terminalling charges payable for the month, the bidder shall forthwith make the balance payment by the 15<sup>th</sup> day of the first month of the following quarter in which the stock loss has occurred. For any delay beyond the stipulated date, interest at SBI's PLR plus one percent p.a. is payable for the no. of days of delay in making such payment.

In case the quantity received as described above is less/more than the Bill of lading quantity, the disparity is treated as ocean loss/ gain and shall be on BCPL's account. The bidder shall be responsible for the quantity received in tanks (spheres) / shore out turn as finalized by tank dips jointly by the successful bidder and BCPL's appointed Surveyor as certified by the Surveyor. The bidder will be allowed 0.05% of such receipted quantities towards operational loss, as stated earlier.

Contractor shall include in his offer the Quality / Quantity Assurance Programmer containing the overall quality / quantity management and procedures which is required to be adhered to during various stages of execution of the contract. Contractor has to ensure the quality and quantity of Butene-1 during the entire handling operation.

The agency should furnish a Quality Assurance procedure for the entire handling operation. The procedure shall be reviewed by the Owner / Surveyor **(to be engaged by BCPL)** and a comprehensive procedure will be provided by Owner / Surveyor for compliance by Contractor.

- (a) For unloading operation from ship to onshore tank, the quality procedure supplied by the contractor will be reviewed and finalized by BCPL/ authorized surveyor and the contractor has to strictly adhere to the same.
- (b) Contractor has to ensure the quality of Butene-1 during storage in his onshore tank, loading in to BCPL arranged tank trucks.

Contaminated material, if any, shall be stored separately and unloaded in a separate tank / vessel / drums at Port for reconciliation of quantity.

The contractor shall be liable for the following:

- (i) The shortfall in quantity of Butene-1 handled.
- (ii) Non- adherence of the quality procedures for Sr. No. (a) above leading to deterioration of Butene-1 quality.
- (iii) Quality deterioration of Butene-1 for operation for Sr. No. (b) above.
- (iv) Measurement of Quantity.

Quantity of Product delivered to BCPL into tank-trucks, shall be measured by weight on a metric tonnage basis in accordance with the industry practice in India. Such delivery should be made in accordance with the loading Advice (LA) issued by BCPL. The net weight shall be determined by the difference in the gross weight and the net weight of tank trucks.

To establish the quality of Butene-1, it is hereby agreed and understood that:

- (a) Before commencement of delivery operations for each shift, the successful bidder would ascertain the vapour pressure of Butene-1 samples and maintain record thereof.
- (b) The findings made by the bidder shall be used in the certificates of Quality.
- (c) The bidder would not dispatch any product from terminal which are not meeting product specifications.

All disputes/ issues related to tank truck loading shall be governed by the Bulk Butene-1 transport Contract entered by BCPL with their transporters.

The successful bidder is obliged to deliver BCPL tank truck with Butene-1 during normal working hours on a first-come-first-serve basis, in accordance with the standard industry practices.

BCPL will ensure that the tank truck used for transporting Butene-1 shall conform and comply fully with the industry standards, Government and relevant authorities rules and regulations. The successful bidder may reject the tank-truck which does not conform and comply to the above said standard or regulations. However, the successful bidder is responsible for inspecting the Tank Trucks for its fitness before loading, BCPL will not be responsible in any manner for any events consequent of loading Butene-1 in a tank truck which was not properly inspected before loading.

As far as the Butene-1 quality is concerned it is the responsibility of the successful bidder to deliver the product quality as certified in the spheres by BCPL's surveyor into the tank trucks. The bidder's responsibility for quality of Butene-1 is from the Spheres upto the inlet nozzle of the tank truck. The successful bidder will be responsible to redeliver the quantity so determined to BCPL after being allowed permissible operational loss. Stock reconciliation for the purpose of computing handling loss shall be done on tank empty to empty basis.

BCPL to furnish a list of authorized signatories with specimen signatures who shall sign the loading Advice. Any changes on above shall also be communicated to the successful bidder from time to time.

#### **10.0 TESTS AND INSPECTION OF WORKS:**

- 10.1 The Contractor shall carry out various tests as enumerated in the Technical Specification which shall be furnished by Engineer-In-Charge, BCPL/BCPL authorized reputed agency (Surveyor) and technical documents provided to contractor for performance of work. No separate payment shall be made.
- 10.2 The work is subject to inspection at all times by the Engineer-in Charge, BCPL/ Surveyor. 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 furnished by Engineer-In-Charge, BCPL/BCPL authorized reputed agency (Surveyor) during performance of work.

#### **11.0 COORDINATION WITH OTHER AGENCIES**

The work shall be carried out in such a manner that that the work of other agencies operating at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the Contractor and any other agency employed at the job site arising out of or related to the performance of the work, the decision of the Engineer-in Charge shall be final and binding on the Contractor.

## **12.0 ADDITIONAL WORKS / EXTRA WORKS**

Owner 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 Owner, Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge,

## **13.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES**

Within 30 days of placement of order, the contractor shall register themselves and the contract at their own cost with the statutory authorities, as may be required under the governing rules and regulations. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

## **14.0 STATUTORY APPROVALS:**

The approval from any authority such as Petroleum & Explosives Safety Organization, Nagpur (PESO), CCE, TAC or any other statutory body/ies etc. required as per statutory rules and regulations of Central/ State Government shall be the Contractor's responsibility unless otherwise specified in the Bid document. The application on behalf of the Owner for submission to relevant authorities alongwith copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction / commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The contractor shall arrange the inspection of the work by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the contractor on production of documentary evidence.

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.

## **15.0 MEASUREMENT OF WORKS**

In addition to the provisions of the General Conditions of Contract and associated provisions thereof, all the works shall be measured in accordance with relevant BIS Codes/ documents etc. and or as decided by the Engineer-in Charge (Refer Annexure-IV to SCC)

## **16.0 DEDUCTIONS FROM CONTRACT PRICE**

All costs, damages or expenses that the Owner may have paid, for which under the Contract the Contractor is liable, shall be claimed by Owner. All such claims shall be billed by the Owner to the Contractor, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable

the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of corresponding bills and if not paid by the Contractor within the said period the Owner may then deduct the amount, from any amount due 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 Owner of such claims.

#### **17.0 GOVERNING LAW AND JURISDICTION**

The CONTRACT shall in all respects be concerned and governed according to Indian Laws. The court of Delhi (India) shall have exclusive jurisdiction in all matters arising under the CONTRACT.

#### **18.0 HEALTH SAFETY & ENVIRONMENT**

Contractor shall include in his offer Health, Safety & Environment policy containing the overall safety management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract, detailed Health, Safety & Environment policy / plan to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to. It is the responsibility of the contractor to ensure adherence of all safety requirements as suggested by Owner during the course of execution.

#### **19.0 COMPLETION DOCUMENTS**

The following documents shall be submitted by the contractor, in triplicate, as a part of completion documents.

- (a) Reconciliation of material
- (b) All Custom & Statutory Approval documents.
- (c) Any other documents relevant to the job completion.

#### **20.0 STATEMENT OF FINAL BILLS–ISSUE OF NO DEMAND CERTIFICATE**

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

#### **21.0 SALES TAX ON WORKS CONTRACT**

Sales Tax on works Contract, if applicable is deemed to be included in the Quoted Contract Prices.

#### **22.0 INSURANCE**

- 22.1 BCPL shall take adequate and proper insurance cover for its Product against all risks including shortage and losses, fire, explosions, implosions, riot, strike, malicious damage, atmospheric disturbances, flood, leakage and contamination from the time the product is being unloaded from vessel(s) and while the Product is in storage in the sphere(s) and till the time the Product is re-delivered to sphere truck(s) and leaves the successful bidder's premises.

- 22.2 BCPL shall also take adequate insurance cover for their assets and employees stationed at the successful bidder's terminal against all risks.
- 22.3 BCPL shall take adequate public liability and third party liability insurance policy specifically for storage and handling of their Product at a designated Port. BCPL shall take all policies in the joint names of BCPL and the successful bidder and the entire premium shall be paid by BCPL.
- 22.4 Such insurance policies shall contain a waiver of subrogation against the successful bidder.
- 22.5 The successful Bidder, on its part, shall take adequate insurance cover for the storage spheres, pipelines and allied facilities and its personnel operating the installation, but excluding the Product.

### **23.0 TITLE/ OWNERSHIP OF PRODUCT**

- 23.1 Ownership and title to the Product stored and/or handled hereunder shall always remain with BCPL.
- 23.2 BCPL shall bring the Product through vessel(s) and store the Product in the successful bidder(s) only in BCPL's name.

### **24.0 PAYMENT TERMS:**

**(i) FOR SOR ITEM NOS. 1 & 3, Product Receipt & Storage and Loading of Butene -1 in Road Tanker.**

1. 100% payment for SOR item nos.1 and / or 3 as applicable shall be released within 30 days from the date of production of documentary evidences in all respects.

**(ii) FOR SOR ITEM NO. 2, Facility for Hiring Charges**

1. Contractor shall raise monthly bill for the fixed storage charges as per SOR item no. 2 for the previous month after completion of one month period. Monthly payment for the storage of Butene-1 in the spheres for the previous month shall be released within 30 days from the date of receipt of invoices. Date of commencement of the job will be considered as the start date for monthly payments.
2. The payment shall be released for storage tank considering 3000 MT capacity, even if the cumulative storage capacity of the sphere is more than the capacity indicated above.

### **RATES :**

- i. Rates as ordered will be inclusive of all taxes & duties except service tax. The rates shall be firm & final during the contract period. No escalation whatsoever shall be applicable during the contract period.

- ii. Rates as ordered against storage charges (SOR Item No.2) are fixed and will be payable on monthly basis irrespective of the actual storage of Butene-1 at any point of time or nil storage during the contract period.
- iii. The quantity mentioned in the SOR is indicative only for Sl. Nos. 1 & 3. Payment will be made on actual job done basis.

## **25.0 ALTERNATIVE ARRANGEMENTS:**

At any stage if contractor fails to execute the job according to terms and conditions. BCPL reserves the right to make alternative arrangement and complete the job at the cost and risk of contractor.

## **26.0 TERMINATION OF CONTRACT:**

If the contractor does not commence the work in the manner as described in the contract documents or if BCPL notices / finds the occurrence of any one or more of the following events/contingencies namely, the contract will be terminated with immediate effect and the contractor will be blacklisted:

- 26.1 Failure to carry out the works in totality with the contract documents.
- 26.2 Failure to carry out the works in accordance with the time schedule.
- 26.3 Failure to carry out and execute the works to the satisfaction of BCPL.
- 26.4 If the contractor abandons the work.
- 26.5 Distress execution or other legal process being levied on or upon any of the Contractor's goods and assets.
- 26.6 If the Contractor during the currency 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 BCPL shall have the power to terminate the contract at any stage and take action as per the terms and conditions of the contract.

## **27.0 DE-HIRING OF SPHERES:**

The contract may be terminated and the Sphere will be de-hired by BCPL with 03 month notice period in case of unavoidable circumstances.

## **28.0. REQUIRED DOCUMENTS TO BE PROVIDED ALONGWITH BIDS:**

While submitting the quotations, bidder must provide following documents/details of the spheres which are exclusively offered to store BCPL's Butene-1 for scrutiny, failing which, **the bid will be liable for rejection**:

- 28.1 Spheres Nos. and Name of Owner.
- 28.2 Capacity certificate of spheres (calibrated)
- 28.3 Latest spheres inspection certificate by competent authority to ascertain spheres life / health.
- 28.4 Spheres system drawing and details.
- 28.5 Insurance certificate for spheres and its systems.
- 28.6 Length of pipeline from point of discharge at port to the receiving spheres and diameter of the pipeline. This pipeline should be of "Spheres installed Owners". Certificate from the explosive department and certificate from

- prohibition department that spheres are licensed to handle, storage and dispatch dangerous hazardous cat 'A' petroleum / chemicals goods covered under prohibition rules and regulations.
- 28.7 Declaration as per Clause 4.22 of SCC.
- 28.8 Annexure-I to IV of SCC duly signed by Bidder.

## **29.0 PF & ESIC CLAUSE:**

Contractor should produce necessary EPF code before commencement of work. The contractor shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In-charge.

Contractor should produce ESIC code before commencement of work or workmen who are not covered under ESI Act, the contractor should take appropriate Workman Compensation Insurance Policy and submit a copy of the same to Brahmaputra Cracker and Polymer Limited. The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which, BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

**ANNEXURE-I**  
**TO**  
**SPECIAL CONDITIONS OF CONTRACT**

**TIME SCHEDULE**

| NAME OF WORK                                                                                                   | TIME OF STORAGE                          |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------|
| STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 AT ANY SEA PORT IN INDIA FOR BRAHMAPUTRA PETROCHEMICAL COMPLEX. | <u>24 (TWENTY FOUR)</u><br><u>MONTHS</u> |

**NOTES:**

- a) The time of Storage shall be reckoned from the date as intimated by the Engineer-in-Charge, BCPL/Surveyor after certification for readiness of Bidder's facility in all respect.
- b) The time period can be extended for further 12 months on same rates & same terms & conditions depending on the performance of the bidder.
- c) The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge BCPL/Surveyor.
- d) It should be noted that the period of services given above includes Custom & Statutory clearances, if any, handling & loading of Butene-1 from designed Sea Port into the trucks arranged by BCPL, preparation of drawings, if required, Mobilization at site, inspection, testing, rectifications, if any, re-testing etc. complete in all respects to the entire satisfaction of Engineer-in-Charge BCPL/Surveyor.

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**(STAMP & SIGNATURE OF BIDDER)**

**ANNEXURE-II**

**TO**

**SPECIAL CONDITIONS OF CONTRACT**

**SCOPE OF SUPPLY BY CONTRACTOR**

All materials/ tools & tackles and equipments required for Storage, Terminalling, Handling of Butene-1 from Designated upto port upto loading into trucks employed by BCPL complete in all respects shall be supplied/ arranged by contractor within his quoted rates/ price.

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**(STAMP & SIGNATURE OF BIDDER)**

**ANNEXURE-III**  
**TO**  
**SPECIAL CONDITIONS OF CONTRACT**

**DETAILED SCOPE OF WORK**

The scope of work includes obtaining all necessary clearances and Storage, terminalling & handling of Butene-1:

BCPL is in the process of importing 8,900 MT of Butene-1 for its annual requirement at its petrochemical project at Lepetkata, Dibrugarh (Assam), India. BCPL requires the services of a reputed bidder for storage & terminalling services of Butene-1 at a sea port in India. The facilities/services to be provided includes safe discharge into terminal storage spheres, storage therein and delivery into tank trucks arranged by BCPL and would also include (but not restricted to) the under mentioned activities:

**1.0 Storage and terminalling services**

**1.1 Storage Facility:**

It is understood by the parties that the storage and other allied facilities provided at the Terminal shall meet BCPL's qualitative and safety requirement for handling of the Products in line with past practices.

**1.2 Broad Description of Terminalling Services to be Provided by the successful Bidder:**

- a) To coordinate with the Independent Surveyor appointed by BCPL on behalf of BCPL as mutually agreed, to carry out safety checks of the vessels as required by port authorities and to ensure prompt drawing of sample from the ship containing imported Butene-1. Testing of Butene-1 is not in scope of the bidder, however sampling will be carried out in coordination with successful bidder and owner's representatives from the cargo vessel prior to unloading and the off shore storage tanks after unloading of the Butene-1 cargo.
- b) To store Custom Bonded Butene-1 brought in tanker in the name of BCPL, or by any other tanker nominated by BCPL. The successful Bidder are to comply with customs formalities required in this regard. BCPL will provide the necessary guarantee for any customs bonding that may be required.
- c) The Successful Bidders shall arrange for maintenance of accounts for the Custom Duty, custom clearances before unloading and IGM filing etc, as required and as per the advise of BCPL. Necessary power of attorney shall be given to the successful bidders for handling these works. However custom duty shall be directly paid by BCPL.

- d) To provide all facilities/ services for safe discharge of Butene-1 from the ship arranged by BCPL or nominated by BCPL and positioned at the port jetty at the Harbour/Outer Harbour to successful bidder's terminal storage Sphere and physically supervise such discharge activities, by coordinating with Harbour / other companies/ agencies providing unloading arm/connectivity.
- e) To assess the quantity of Butene-1 discharged. It is clarified that quantity received in the tanks (spheres)/Shore out Turn be finalized by tank dips jointly by the successful bidder and BCPL's appointed surveyor. The successful bidder will be responsible to redeliver the quantity so determined to BCPL after being allowed permissible operational loss. Stock reconciliation for the purpose of computing handling loss shall be done on Sphere empty to empty basis.
- f) To store the Butene-1 discharged from the ship in the storage spheres.
- g) To allows BCPL's employees and/or representatives to inspect the operations of the aforesaid activities.
- h) To prepare all related documentation as may be required by BCPL and/or any other statutory/regulatory authority for carrying out the aforesaid activities. This includes all documentation to be maintained as per BCPL's requirement/ to be submitted to Customs/Excise department. All relevant data pertaining to BCPL to be provided by BCPL.
- i) To keep, during the currency of this contract, all the Government/ statutory approval valid and in force which may be required from time to time.
- j) To load the Butene-1 in BCPL arranged trucks. The quantity of Butene-1 required to replace the nitrogen gas at the time of filling of Butene-1 tank truck shall be on BCPL account.
- k) All other activities which are incidental to the aforesaid activities from time to time.

The services to be provided by successful bidder under this contract shall be available during the Terminal's operating hours and days(round the clock of vessel unloading), and, in general shift for delivery by road: during 0830 hrs to 1730 hrs on Mondays to Saturdays, excluding declared holidays for the Terminal unless the volumes/ workload necessitates extended hours of working or operation of second shift for the tank truck loading operation.

## **2.0 Quantity of Butene-1 to be handled:**

Quantity of Butene-1 to be handled: 8,900 MT per year

### **3.0 Parcel size:**

Parcel size: As received as per standard practice. It can vary based on operational needs of BCPL.

### **4.0 Receiving Port:**

Imported Butene-1 will be received at a Port of India based on the Storage, Terminalling facilities offered by the successful bidder.

It is clarified that testing of Butene-1 is not in scope of the bidder, however sampling will be carried out in coordination with successful bidder and owner's representatives from the cargo vessel prior to unloading and the off shore storage tanks after unloading of the Butene-1 cargo.

### **CONDITION OF BUTENE-1 ON ARRIVAL**

BCPL shall furnish to the successful bidder with a clear and accurate written description of Butene-1 for ship delivery in accordance with the specifications provided. The bidder is not obliged to accept or retain in storage BCPL's Butene-1 if as per the test result they do not correspond with their description and particulars so furnished.

The bidder shall immediately upon detection of any damage or defective condition of such means, materials or containers which is apparent at the time of delivery, notify BCPL/ BCPL's authorized representative regarding the same, giving a full and complete description as possible regarding the damage/ defective condition.

If BCPL's Butene-1 arrives in a damaged or defective condition including contamination or off-specification or the bidder has reason to suspect such condition, the bidder is entitled to do all things necessary to safeguard its interests or that of BCPL at the latter's risk and expense including arranging for a third party involvement (with the owner's consent) to be made as evidence of the status of Butene-1. When such an event occurs, the successful bidder, shall notify BCPL without unreasonable delay.

The successful bidder shall take over control of Butene-1 so imported, from the Ship onwards on the tanker receipt line at a designated port outer harbor. The Product diversion to the bidder commences at this point.

### **5.0 Customs Clearances:**

The activities regarding customs clearances of the cargo at Port is to be organized. Appropriate documents required from BCPL as consignee and importer of cargo shall be submitted before import of Butene-1 for filing and submission to customs and port authorities. Import Duty shall be paid by BCPL as importer and consignee for which the necessary administrative support is to be provided to BCPL.

## **6.0 Unloading of Butene-1 from ship and Store in onshore Sphere after Due Clarification from surveyor.**

Imported Butene-1 is to be unloaded from ship and stored in a storage Sphere located near the port of required capacity keeping in view all the Safety & other statutory requirements.

The dedicated unloading line from ship to storage Sphere is to be properly flushed, cleaned, bone dry and should be free from any foreign material in order to maintain the stringent specifications of Butene-1. The onshore dedicated storage Sphere should be properly cleaned, mopped and dried before receipt of Butene-1 and is to be kept for Butene-1 service till entire handling operation. Spheres earlier used for Butene-1 service will be preferred. Use of dedicated multiple Spheres with smaller sizes is also permitted. The readiness of the entire unloading system along with the storage facilities will be certified by BCPL / BCPL authorized agency.

Before unloading operation, the Butene-1 material from the ship will be sampled by BCPL authorized agency.

Complete decanting of cargo from vessel to nominated storage Sphere is to be ensured as per Bill of Lading/ Shipping documents. Checking for actual weight of the Butene-1 after unloading from vessel into onshore Sphere as per the agreed procedure as finalized by BCPL and its authorized surveyor.

## **7.0 Loading of Butene-1 into BCPL arranged Tank trucks:**

Transportation of Butene-1 from Port to designate site shall be through Road tankers. The Butene-1 is to be loaded in to tank trucks (of about 18 MT/ 20 MT capacity) arranged by BCPL. The successful bidder should have adequate facilities to load 5 to 6 tank trucks of capacity 18 MT/ 20 MT per day in the general shift timings. The quantity of Butene-1 required to replace the nitrogen gas at the time of filling of Butene-1 tank truck shall be on BCPL account.

## **8.0 Quality Control (After Due Clarification from surveyor )**

In view of stringent quality specification of Butene-1, following are to be ensured by BCPL appointed surveyor.

- Butene-1 sample taken from the ship by BCPL authorized agency (Pre-discharge tests), sealed Butene-1 sample bomb as brought from load port.
- Facilitate BCPL authorized agency to collect the composite sample from the shore tanks after completion of the unloading operation.
- Maintain retention of Butene-1 samples from ships, shore tanks.

**Annexure-IV**  
**To**  
**Special conditions of contract**

**Measurement of works**

**1.0 General**

- 1.1 The mode of measurement shall be as per BIS or any other relevant standard unless otherwise mentioned in the Bid Document
- 1.2 Payment will be made on the basis of joint measurement taken by Contractor and certified by Engineer-in-Charge. Measurement shall be based on "Accepted Reconciliation Statement".

---

**(STAMP & SIGNATURE OF BIDDER)**



# **SECTION - 6**

## **(FORMATS)**

## BIDDER'S GENERAL INFORMATION

To

BRAHMAPUTRA CRACKER AND POLYMER LIMITD  
Noida, UP

**NAME OF WORK: STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 FOR  
BRAHMAPUTRA PETROCHEMICAL COMPLEX.**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

1. Name of Bidder/Firm

2. Status of Firm                      Proprietorship Firm / Partnership Firm /Limited Firm / Private    Firm

### 3. Number of Years in Operation

#### 4. Registered Address

5. Operational Address [if different from above]

---

6. 'Telephone' Number \_\_\_\_\_

[Area Code]                      [Number]

7. 'E-mail ID' & 'Web Site'

8. 'Fax' Number \_\_\_\_\_  
[Area Code] [Number]

**9. 'ISO Certification' [If Any]** **If 'Yes', Please Furnish Details:**

**10. 'PAN' [Number]** \_\_\_\_\_  
[Enclose Copy of 'PAN Card']

11. 'Service Tax' Number

\_\_\_\_\_ [Enclose Copy of 'Service Tax Registration Certificate']

Place:  
Date:

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

**BID FORM**

**To**

**Brahmaputra Cracker and Polymer limited, Noida, UP**

**NAME OF WORK: STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 FOR  
BRAHMAPUTRA PETROCHEMICAL COMPLEX.**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

Dear Sir,

After examining/reviewing the Bidding Document including General and Special Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job and in conformity with, the said Bid Documents, including Amendment Nos.....

We confirm that this bid is valid for a period of Four (04) months from the Bid Due Date/ Extended Bid Due Date 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 Contract Performance Security equal to 10% (ten percent) of the Contract Price, for the due performance with in fifteen days of such award.

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

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

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

Signature of Authorised Personnel

Place

Bidder's Name

Signatory Name

Designation:

Date

Seal:

Offer No. & Date.....

## LETTER OF AUTHORITY

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

No. BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012

Date:

To

Brahmaputra Cracker and Polymer Limited,  
Noida, UP

**NAME OF WORK: STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 FOR  
BRAHMAPUTRA PETROCHEMICAL COMPLEX.**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

Dear Sir,

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

- 1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_
- 2) 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.

**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

Brahmaputra Cracker and Polymer Limited  
Admin Block, Main Fire Station Building  
P.O. Lepetkata, Dibrugarh – 786 006  
Assam, India

Dear Sir(s),

In accordance with Invitation for Bid under reference No. \_\_\_\_\_ M/s \_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Bidder) wish to participate in the said Bid Document 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 tender 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 Brahmaputra Cracker and Polymer Limited (BCPL), the amount \_\_\_\_\_ without any reservation, protest, the demur and recourse. Any such demand made by BCPL, 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 bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions \_\_\_\_\_ from \_\_\_\_\_ M/s \_\_\_\_\_ whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. \_\_\_\_\_

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

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE (EARNEST MONEY/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 Document.
3. The bank guarantee by bidders will be given from bank as specified in ITB.
4. A letter from the issuing bank of requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/Fax 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 a documentary evidence will be sent.

## **PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

TO:

Brahmaputra Cracker and Polymer Limited  
Admin Block, Main Fire Station Building  
P.O. Lepetkata, Dibrugarh – 786 006  
Assam, India

Dear Sirs,

M/s \_\_\_\_\_ have  
been awarded the work of \_\_\_\_\_  
for Brahmaputra Cracker and Polymer Limited.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify Brahmaputra Cracker and Polymer Limited, in case of default.

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

1. We \_\_\_\_\_ hereby undertake and agree with you that if default shall be made by M/s \_\_\_\_\_ in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker and Polymer Limited. we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said \_\_\_\_\_ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us 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.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 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 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_ Bank

By its Constituted Attorney

Signature of a person duly

authorised to sign on behalf of  
the Bank.

## **INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE SECURITY**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer
4. If a bank guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore). or its equivalent in foreign currency along with a documentary evidence.

## **ZERO DEVIATION TO BID DOCUMENT**

**(ON BIDDER'S LETTERHEAD)**

**NAME OF WORK: STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 FOR  
BRAHMAPUTRA PETROCHEMICAL COMPLEX.**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

We \* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the above bid documents and all Amendments/ Clarifications issued in form of Amendment, if any by Brahmaputra Cracker and Polymer Limited.

We further hereby waive, withdraw and abandon any and all deviations, variations, objectives or reservations whatsoever thereto here to-before set out, given or implied in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid submitted may be treated to conform in all respects, with the terms and conditions of the said bid documents including all Amendment, if any.

We further hereby confirm that the price quoted in the price bid are as per the provision of the Bid document and there is no deviation to the provisions in the price bid.

\*\*

For & on behalf of

Authorized signatory

\* Here fill in the name of bidder

\*\* The above must be signed by the person(s) authorized to sign

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

**FAX NO.: 0120-2488392, 2488394**

To

Brahmaputra Cracker and Polymer Limited  
C/o GAIL (India) Limited  
3<sup>rd</sup> Floor, GTI Building  
Plot No. 24, Sector – 16A,  
Noida – 201 301, U.P.

**NAME OF WORK: STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 FOR  
BRAHMAPUTRA PETROCHEMICAL COMPLEX.**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

Dear Sir,

We acknowledge the receipt of your invitation to Bid for subject work, which was received on \_\_\_\_\_ and understand that the documents received remain the property of M/s Brahmaputra Cracker and Polymer Limited. We indicate below our intention with respect to the Notice Inviting Tender.

(A) We intend to bid as requested and furnish following details:

**QUOTING OFFICE:**

- (i) FULL POSTAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(II) TELEPHONE NUMBER: \_\_\_\_\_  
(III) TELEFAX NUMBER: \_\_\_\_\_  
(IV) CONTACT PERSON: \_\_\_\_\_

**DELHI OFFICE ADDRESS (IF ANY)**

- (I) POSTAL ADDRESS: \_\_\_\_\_  
(II) TELEPHONE NUMBER: \_\_\_\_\_  
(III) TELEFAX NUMBER: \_\_\_\_\_  
(IV) CONTACT PERSON: \_\_\_\_\_

(B) We are unable to bid for the reasons given below and hereby return the Bid Document.

---

---

BIDDER'S NAME:

---

SIGNATURE:

---

NAME :

---

DESIGNATION:

---

DATE:\_\_\_\_\_

(Signature of the Bidder)

## **CHECK LIST FOR SUBMISSION OF BID**

**(Mark ☒ In Appropriate Box As Applicable)**

- |     |                                                                                                                         |                              |                             |
|-----|-------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1.  | Confirm original Bid Document and its amendment if any signed on each page included in the Bid                          | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2.  | Confirm rates have been filled without any condition & deviation and submitted in sealed envelope marked "Priced Part". | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3.  | Confirm EMD is submitted with Part-A of offer.                                                                          | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|     | Details of EMD – Value Rs. _____                                                                                        |                              |                             |
|     | Demand Draft/ Bank Guarantee No. _____                                                                                  |                              |                             |
|     | Bank Guarantee Validity & issuing Bank: _____                                                                           |                              |                             |
| 4.  | Confirm latest ITCC/ Assessment order/ IT return enclosed.                                                              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5.  | Confirm details of Service Tax Registration Furnished                                                                   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|     | Service Tax Registration No. _____                                                                                      |                              |                             |
|     | Place of Registration _____                                                                                             |                              |                             |
| 6.  | Confirm copy of Audited Balance Sheets for last three years                                                             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7.  | Confirm submission of Bid-Qualification Criteria Requirements                                                           | Yes                          | No                          |
| 8.  | Confirm submission of proposed plan alongwith the details for carrying out the subject job.                             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 9.  | Confirm copy of Power of Attorney submitted                                                                             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 10. | Confirmation regarding relationship with the BCPL's Director, if any                                                    | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 11. | Confirmation regarding submission of all relevant documents as per Bid Document.                                        | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

**(Signature of Bidder)**

**AUTHENTICATION OF BQC DOCUMENT  
(COVERING LETTER ON LETTER HEAD)**

To,

Date:

**Sub: Certificate regarding.....**

Dear Sir,

We ..... (name of Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s..... (name of bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place  
Date

(Signature)  
Name of Authorised Signatory  
. Membership no.:

Encl.: As above

**Notes:**

1. Bidder whose accounts are not audited by auditors as per Law/Jurisdiction, certification from a Chartered Accountant to be submitted.
2. The enclosed formats – 1 to 3 are as per Clause 32 (Authentication of BQC Documents) of Instructions to Bidders of Bid Document.

**FORMAT FOR CERTIFICATE FROM CHARTERED ACCOUNTANT FOR DETAILS  
OF SIMILAR SUPPLY OF GOODS/WORKS/ SERVICES IN PAST 7 YEARS**

**(Applicable for cases where bidder's account are not audited by  
Statutory Auditor as per Law / Jurisdiction)**

|                                                                          |  |
|--------------------------------------------------------------------------|--|
| Name of the Work                                                         |  |
| Name, address and contact details of client                              |  |
| P.O /W.O No.                                                             |  |
| Scope of work of Bidder                                                  |  |
| Date of commencement of the project/work                                 |  |
| Date of completion of the project/work                                   |  |
| Total executed value from the project/work (Specify currency and amount) |  |

- (i) Copies of Letter of awards/ Order/ Work Orders and completion certificate (in case of works/ services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
- (ii) The Supply/Work/Services completed earlier than 7 years need not be indicated here.
- (iii) The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.

Place:

Bidder]

Date:Name: Designation: Seal:

[Signature of Authorized Signatory of

FORMAT FOR CERTIFICATION BY CHARTERED ACCOUNTANT

**Certificate from the Chartered Accountant regarding  
Supply of Good/ Works/ Services**

Based on its books of accounts and other published information authenticated by it,  
{this is to certify that LOA/ PO/ WO No.....dated ..... was  
awarded to .....  
..... (*Name of Client*) to execute .....  
*Supply/Work/ Service*). The Supply/Works/Services commenced on .....  
and was/ is likely to be completed on ..... (date). It is certified that  
the total value of contract/order executed by ..... (name of bidder) was  
..... (*Specify Currency and amount*) and completed value was  
..... (*Specify Currency and amount*).

Name of Audit Firm/:

Signatory] Chartered Accountant Name:

Date:

[Signature of Authorized

Designation:

Seal:

Membership No.:

**FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF  
SIMILAR GOODS/  
WORK/SERVICES SUPPLIED/ DONE DURING PAST 7 YEARS  
(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)**

| S. No                | Description of the Goods /works Services | LOA/PO/ WO No. and date | Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer /Officer-in-Charge (for cases other than purchase)</i> | Value of Contract/ Order (Specify Currency Amount) | Date of Commencement of Work/ Services or supply of goods | Scheduled Completion Time (Months), Delivery Schedule | Date of Actual Completion/ Supply | Reasons for delay in execution , if any |
|----------------------|------------------------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------|-----------------------------------|-----------------------------------------|
| (1)                  | (2)                                      | (3)                     | (5)                                                                                                                                             | (6)                                                | (7)                                                       | (8)                                                   | (9)                               | (10)                                    |
| P1 refer instruction |                                          |                         |                                                                                                                                                 |                                                    |                                                           |                                                       |                                   |                                         |
|                      |                                          |                         |                                                                                                                                                 |                                                    |                                                           |                                                       |                                   |                                         |

Place:

[Signature of Authorized Signatory of Bidder]

Date: Name:Designation: Seal:

**Instructions:**

1. Copies of Letter of awards/ Order/ Work Orders and completion certificate (in case of works/ services) or MN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
2. The Supply/Work/Services completed earlier than 07 years need not be indicated here.
3. The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each Order in this Annex. The orders cited must comply with the Bid Evaluation criteria specified in Tender Document. Details provided in this section is intended to serve as a backup for information provided in Offer/ Quotation. Bidder should also refer to the Instructions below.
5. A separate sheet should be filled for each LOA/Work Order/ Purchase Order.
6. Certificate from the Bidder's statutory auditors must be furnished in the format below for LOA/Work Order/ Purchase Order mentioned above (separately for each orders).
7. It may be noted that in the absence of above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

Certificate from the Statutory Auditor regarding Supply of Good/ Works/ Services

Based on its books of accounts and other published information authenticated by it, {this is to  
certify that LOA/

PO/ WO No ..... dated

..... was awarded to

..... (*name of the Bidder*) by .....  
execute ..... (*name of Supply/Work/Service*

..... (*date*) and was/ is likely to be completed on .....

total value of contract/order executed by .....

.....(*Specify, Currency and amount*) and completed value was .....

*Currency and amount*).

Name of Audit Firm:  
Authorized Signatory] Chartered Accountant  
Date: Name:

[Signature of

Designation:  
Seal:

Membership no.

**• FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT\*  
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE  
BIDDER (For Supply of Goods/ Works/ Services)**

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

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

|        | Year | Amount (Rupees) |
|--------|------|-----------------|
| Year 1 |      |                 |
| Year 2 |      |                 |
| Year 3 |      |                 |

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

| Description                                                      | Year            |
|------------------------------------------------------------------|-----------------|
|                                                                  | Amount (Rupees) |
| 1. Current Assets                                                |                 |
| 2. Current Liabilities                                           |                 |
| 3. Working Capital (Current Assets-Current liabilities)          |                 |
| 4. Net Worth (Paid up share capital and Free Reserves & Surplus) |                 |

Name of Audit Firm: \_\_\_\_\_ [Signature of Authorized Signatory]

Chartered Accountant Name:Date:Designation:

Seal:

Membership No.

**Instructions:**

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Bid document. Failure to do so would result in the Proposal being considered as non responsive.
3. For the purpose of this Bid document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. \* Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.



# **SECTION - 7**

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

## SCHEDULE OF RATES

**NAME OF WORK: STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 FOR  
BRAHMAPUTRA PETROCHEMICAL COMPLEX.**

**BID DOCUMENT NO: BCPL/NOIDA/C&P/STORAGE/BUTENE-1/2012**

**NAME OF BIDDER:**

| S No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Unit      | Quantity | Rate/Unit (In Rupees) | Total Amount (Figures) (In Rupees) |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------|------------------------------------|
| 1.    | <b><u>Product Receipt and Storage:</u></b><br><br>Providing all Logistic Services at the unloading Port for handing Butene-1, unloading the same from the ship/s to the storage sphere all complete including reconciliation of quantity thereof, Custom Clearances, Sampling services of product, ensuring the Quality & Quantity of the product through approved Surveyor of Owner obtaining all statutory clearances and all other associated activities such as pigging of dock line & Nitrogen Purging etc and any other activities as detailed in the Scope of Work. | MT        | 8,900    | In figures            |                                    |
|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |          | In words              |                                    |
| 2.    | <b><u>Facility for Hiring charges:</u></b><br><b><u>For minimum 3000 MT</u></b><br><br>Providing Shore Storage Sphere facility for Butene-1 including cleaning the spheres and making them good for storage of Butene-1, sampling and reconciliation of quantity thereof and all other associated activities such as Nitrogen, Purging, sphere cleaning, if required etc all complete as detailed in the Scope of Work.                                                                                                                                                    | Per Month | 24.00    | In figures            |                                    |
|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |          | In words              |                                    |

| S No.                                                      | Description                                                                                                                                                                                                                                                                                                                                                                                 | Unit | Quantity | Rate/Unit (In Rupees)                                      | Total Amount (Figures) (In Rupees) |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------------------------------------------------------|------------------------------------|
| 3.                                                         | <u><b>Loading of Butene-1 in Road tankers:</b></u><br><br>Providing the logistic services for handling of Butene-1, loading the same into Road Tankers arranged by Owner, all complete including ensuring the quality & quantity of the product through approved Surveyor of Owner and all other associated activities thereon such as pigging of line & Nitrogen Purging, if required etc. | MT   | 8,900    | In figures<br><br><br><br><br><br><br><br><br><br>In words |                                    |
| <b>Total Quoted Amount (Serial Nos 1 + 2 + 3 as above)</b> |                                                                                                                                                                                                                                                                                                                                                                                             |      |          |                                                            |                                    |

**Total Quoted Amount in Words: Rupees ..... only.**

**Notes:**

- 1.0 The above rates shall include all taxes & duties except Services Tax, Customs duty and Warfage. Services Tax & Cess on service shall be reimbursed at actual whereas Customs duty & Warfage shall be paid directly by BCPL as per clause 19.0 of Instruction to Bidders of Bid Document.
- 2.0 Srl. No. 1 to 3 above include complete scope as per Bid Document. Bidders are required to quote accordingly as payments will be made as per above SOR srl. nos. 1 to 3 as applicable only.
- 3.0 Bidder to furnish prices in above format only. If quoted in separate typed sheet and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

**For & On Behalf of Bidder**

**Seal of Bidder**