

TENDER NO: GAIL/JA/09/RS08/RC/2009-10 dated 03.06.2009

Due date of opening : 30.06.2009

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GAIL's WEBSITE : www.gailonline.com

REQUEST FOR QUOTATION

TO,
GAIL WEBSITE VENDOR
India
Vendor Code - 101019938

RFQ No.: GAIL/JA/09/RS08/3300030975/RC/2009-10
Dated : 03.06.2009

Kind Attn : Mr/Ms

Dear Sir/Madam,
GAIL (India) Ltd. invites you to submit your offer in sealed envelope superscribing RFQ No. & Due date for the following services in complete accordance with enquiry documents/attachments:

Name of work	: OPERATION & MAINTENANCE CONTRACT OF HVAC SYSTEM ,WINDOW & SPILT AC SYSTEM, REFRIGERATORS & WATER COOLERS AT GAIL JAMNAGAR (RIL DT, EOL
Bid Due Date & Time	: 30.06.2009 at 14:00 Hrs
Opening of Bids on	: 30.06.2009 at 15:00 Hrs (In case of Two Bid system tender,unpriced bids shall be opened.)
Validity of Offer Upto	: 01.11.2009
Date of Pre Bid Conference	: 23.06.2009 at _____Hrs

Earnest Money:

Please submit an EMD of Rs.40000.00 (Rs.FORTY THOUSAND ONLY)either in the form of DEMAND DRAFT or in the form of BANK GUARANTEE DRAWN ON ANY NATIONALISED BANK.The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any scheduled bank in favour of GAIL (India) Limited, payable at Jamnagar (Gujarat). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. 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.

Instruction to Bidders :

PRE-BID CONFERENCE:A Pre-bid conference shall be held on 23.06.2009 (TUESDAY) at 1100 hrs.Venue for this, shall be Conference Hall at RPL-DT, GAIL (INDIA) LIMITED, MOTIKHAVADI, JAMNAGAR. Interested bidders may confirm their participation latest by 22.06.2009.

1)GAIL (India) Limited here-in-after called OWNER/COMPANY/GAIL invites you to submit your bids UNDER TWO BID SYSTEM for the subject work as detailed in complete accordance with tender documents enclosed.

PART-I--UN-PRICED BID (TECHNO-COMMERCIAL BID):

The Un-priced bid must be complete with all technical and commercial details other than rate (i.e. identical to Part-II with rate blanked out) but along-with EMD/Bid bond and documentary evidences sought under this tender documents.

PART-II--PRICED BID:

It should contain only the Schedule of Rates complete with rates duly filled in and no terms & conditions should be put in priced bid.

2)The two envelopes containing Part-I & Part-II of the bid separately should be enclosed in a larger envelope duly sealed and super scribed with tender no., due date and item prominently along-with address of this office and sender's name and address.

3)Bid must be submitted within the stipulated date and time as indicated in the tender. The bid must be valid for 120 days from the final date of Tender closing.

4)Bid through Telex/Fax/Telegram will not be acceptable.

5)GAIL assumes no responsibility for delay, loss or non-receipt of bid sent by post.

6)SUBMISSION OF COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES:

The bidders are required to submit the copies of following certificates/documentary evidences :

6.1 Copy of PF certificate.

6.2 Copy(ies) of partnership deed (in case of partnership firm).

6.3 Copy of other documents viz. work orders, job completion certificates, Balance Sheet & P / L Account duly audited in support of turn over.

The bids submitted without the above documents and requisite EMD amount shall not be considered for evaluation without further reference to the bidder.

The above documents shall be enclosed along with the techno-commercial bid.

Non-submission of the copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection.

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, GAIL may not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

7)EVALUATION METHODOLOGY:

BIDS SHALL BE EVALUATED ON THE LOWEST OFFER BASIS.

Delivery/Completion Schedule :

As per Special Conditions of Contract.

Terms of Payment :

As per Special Conditions of Contract.

Price Reduction Schedule :

As per Special Conditions of Contract.

Performance Bank Guarantee :

As per Special Conditions of Contract.

Other Contractual Stipulations:

As per Special Conditions of Contract.

General Conditions of Contract :

As enclosed (refer GCC booklet).

Special Conditions of Contract :

AS ENCLOSED SPECIAL CONDITION OF CONTRACT(21 PAGES SCCA & B 1 TO 21)

Enclosures :

A complete set of tender document consisting of following:

- 1)Instruction to Bidders (10 pages, ITB 1 to 10).
- 2)General Conditions of Contract (BOOKLET).
- 3)Special Conditions of Contract(PART A&B 21 pages, SCC-1 to 21)

Bid Evaluation Criterion:

Bidders who intend to participate in the subject tender shall have to meet the following eligibility criterion:-

A) TECHNICAL CRITERION

1)The bidder should have an experience of similar work during the last seven years and have executed at least one single work order valuing not less than Rs.9.50lacs of similar nature(i.e.HVAC OPERATION & MAINTENANCE JOB) in any one of the last seven preceding years(to be reckoned from the bid closing date) in any government/semigovernment/reputed private organizations.Documentary proof(Work order copies and corresponding completion certificates) duly attested by a gazetted officer/GAIL OFFICER(with proper stamp) or Notorized Public must be submitted)

2)Bidders must have permanent EPF Account in its name wherever direct manpower is involved and for this Certificate of Registration for P.F.Code with employees Provident Fund Scheme in name of bidder is required.

Bidders shall furnish documentary evidence by way of copies of work orders & complition certificates alongwith the bid to establish his experience and track record meeting above qualification criteria.

B)FINANCIAL CRITERION

a)The annual turnover of the single bidder or leader of the joint venture/Consortium (in case of partnership firm) should be equal to or more than Rs.5.0Lacs.during any one of the preceding three financial years ending 31st March 2009.

b)In case of consortium/Joint Venture(in case of Partnership firm),the annual turnover of each partner should be equal or more than Rs.2.50lacs.during any of each preceding three finaincial years ending 31st MArch 2009.

Documentary proof (audited financial results i.e. balance sheet & Profit & Loss Account for the year ending 31st March 2007,31st March 2008 & 31st march 2009) duly attested by a gazetted officer/GAIL officer(with proper stamp) or notorized by Notary Public, must be submitted.

Bids complete in all respects should reach office of Incharge (C&P), GAIL (India) Ltd., at the above address on or before 14.00 hrs of the scheduled date. Bids received after the due date and time are liable to be rejected.

GAIL reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

Thanking You,

Yours truly,
For & on behalf of
GAIL (India) Ltd.

(Authorised Signatory)

SCHEDULE OF RATES

Out. lev. Item No.	Service Description	Qty.	UOM	Rate	Amount
ITEM 00001 HVACO&M CONTRACT GAIL ,JAMNAGAR (2009-11					
	Plant : 3811,LPG Transmission - Jamnagar				
10	HVAC SYSTEM ,JS43 BLUESTAR HVAC SYSTEM ,MAKE : M/S BLUE STAR LTD (BSL),MODEL :JS43,COMPRESSOR: 2 NOS AHU: 1 NO. AHU MOTOR KW: 15 KW Refrigerant : R-22 CONDENSOR (AIR COOLED): 2 NOS Compressor Type: Reciprocating	24	MON		
20	AC PACKAGE UNIT,ADM BLDNG MAKE: BLUESTAR MODEL: DPA-1803, NO. OF COMPRESSORS-03(RECEPROCATING) COMPRESSOR-RECIPROCATING REFRIGERANT: R-22 Location- RIL DT ,JAMNAGAR	24	MON		
30	AC PACKAGE UNIT,MCR BLDNG AC PACKAGE UNIT MAKE: BLUESTAR MODEL: DPA-1202, NO. OF CPMPRESSORS-03 COMPRESSOR-RECIPROCATING REFRIGERANT: R-22	24	MON		
40	SPLIT AC ,ADM BLDNG SPLIT AC ,2.0TR MAKE : M/S CARRIER,	24	MON		
50	WATER COOLER, 40 LTR/HR WATER COOLER 40 LTRS/HR MAKE : VOLTAS Location- RIL DT ,JAMNAGAR	24	MON		
60	REFRIGERATOR ,210LTR REFRIGERATOR 210 LTRS MAKE: BPL Location- RIL DT ,JAMNAGAR	24	MON		
70	SPLIT A.C ,1.5TR ,SV-4,7 SPLIT A.C MAKE :AMTREX,1.5TR Capacity LOCATION - SV-4: Village / Tehsil / Distt -Shekhatpat/jamnagar/Jamnagar SV-7 :Village / Tehsil / Distt -Kuntasi/Jodia/Rajkot	24	MON		
80	WINDOW AC ,1.5TR,SV-3 WINDOW AC 1.5 TON Village / Tehsil / Distt -Morkunda/Jamnagar/Jamnagar LOCATION : SV-3	24	MON		

ITEM 00001 HVACO&M CONTRACT GAIL ,JAMNAGAR (2009-11

Plant : 3811,LPG Transmission - Jamnagar

MAKE:AMTREX

90	WINDOW AC,1.5TR,RAJKOT AIR CONDITIONER (WINDOW TYPE) LOCATION : GAILTEL OFFICE ,RAJKOT	24 MON _____ MAKE-AMTREX,VOLTAS 1.5 TR
100	AC PACKAGE UNIT ,EOL DT AC PACKAGE UNIT : AC PACKAGE UNIT ,16.5TR MAKE: BLUESTAR LTD MODEL: DPA-1983S(Microprocessor based) NO. OF COMPRESSORS-03 No's(Scroll type) REFRIGERANT: R-22 Location- EOL DT ,VADINAR	18 MON _____

Quotation Item 00001 Total Value :

TOTAL QUOTATION VALUE :

INSTRUCTIONS TO BIDDERS

1.0 BIDDING DOCUMENT, CLARIFICATION AND ADDENDUM

1.1 BIDDING DOCUMENT

- 1.1.1 One set of Bidding document (Tender Document) are issued. Bidder shall submit the Tender Document duly signed and stamped on each page of tender in token of his acceptance along with his bid
- 1.1.2 Transfer of Bidding document issued to one intending bidder to another is not permissible.
- 1.1.3 Bid shall remain valid for 120 days from the date of submission of Bid.

1.2 CLARIFICATION REQUESTS BY BIDDER

- 1.2.1 Although the details presented in this Bidding document consisting of conditions of contract, scope of work, technical specifications and drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 1.2.2 Bidder shall examine the bidding documents thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification at any time upto the date 07 (seven) days prior to due date for submission of bid. Such clarification requests shall be directed to Manager (C&P).
- 1.2.3 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.

1.3 AMENDMENT OF BIDDING DOCUMENT

- 1.3.1 GAIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of Bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.
- 1.3.2 For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

1.4 CONFIDENTIALITY OF DOCUMENT

- 1.4.1 Bidder shall treat the Bidding document and contents thereof as confidential.

1.5 ACKNOWLEDGEMENT & CONFIRMATION OF BID

- 1.5.1 Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid for the Bidding work .

2. EARNEST MONEY DEPOSIT

- 2.1 The bid must be accompanied by earnest money (interest free) for the amount indicated in 'Letter Inviting Tender' in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of M/s. GAIL (India) Limited payable at JAMNAGAR (GUJRAT) or in the form of Bank guarantee issued by Nationalized Bank for an equal amount valid for six (06) months from the due date of submission of bid as per the format enclosed in bidding document. Bid not accompanied by earnest money will not be considered unless the same is exempted as per 'Letter Inviting Tender'. Bank guarantee shall be revalidated for extended period as required by GAIL in writing.
- 2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the GAIL has given opportunity to do so, the earnest money submitted by Bidder will, in such case, not be refunded to him.
- 2.3 GAIL may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money submitted by Bidder will in such case be refunded to him.
- 2.4 The successful Bidder shall be required to deposit within 10 days of acceptance of his bid, security deposit @ 10% of the total contract value with the GAIL in the manner indicated in General Conditions of Contract / Special Conditions of Contract. Should the successful Bidder fail or refuse to sign the agreement or furnish the security deposit within the period fixed by the GAIL as indicated above, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by the GAIL.
- 2.5 Earnest money shall be returned to the successful Bidder after the security deposit has been furnished by him to the GAIL.

3.0 **SCHEDULE OF RATES**

- 3.1 The schedule of Rates shall be read in conjunction with all other sections of Bidding document.
- 3.2 The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates shall be quoted by the Bidder shall include all taxes, duties & levies.
- 3.3 Rates must be filled in format for 'schedule of rates' enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.
- 3.4 In case any activity through specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special condition of contract or any other part of bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activity.
- 3.5 The rates shall include all expenditure incurred towards mobilization and demobilization.
- 3.6 Rates quoted shall be in Indian Rupees Only.
- 3.7 Bidder shall quote rates both in figures as well as in words.
- 3.8 Bidders are advised to include the Rebate / Discount, if any, in the Schedule of Rates (SOR) itself and NOT to mention the same separately.

In case, it is observed that any of the bidder(s) has/have mentioned the discount/ rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the discount/ rebate offered by the bidder shall be considered for Award of Work and the same will be binding on the bidder.

4.0 **DOCUMENTS COMPRISING THE BID**

- 4.1 Bidder is advised that GAIL intend to fully evaluate the technical and un-priced commercial submissions.
- 4.2 It is important that Bidder clearly demonstrates his experience and capability, giving to GAIL a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.
- 4.3 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information with regard to resources and concurrent commitments or any other information / documentation forming basis of evaluation is found in complete / incorrect the same may be considered adequate ground for rejection of the bid.
- 4.4 Bidder shall arrange his bid in the following order:

i) **PART-I TECHNICAL AND UN-PRICED COMMERCIAL PART (TECHNO-COMMERCIAL BID)**

Technical and un-priced commercial part shall comprise the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of bid letter along with Bidding document (Tender document), Earnest Money Deposit and its details.
- b) Power of Attorney in favour of authorized signatory of the Bidding document.
- c) Organization details
 - In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, certified copy of the partnership deed.
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association.
- d) Exception and Deviation statement as per Annexure I to "INSTRUCTIONS TO BIDDERS" respectively.
- e) Contents of price part "Schedule of Rates" without any prices (which will be left blank).
- f) Technical offer and Engineering details, if any, required as per Bidding document.
- g) Check list of submission of bid as per Annexure-II to "INSTRUCTIONS TO BIDDERS".
- h) Any other relevant document, Bidder desires to submit.
- i) Details of PF & ESIC registration as per annexure – III "INSTRUCTIONS TO BIDDERS"

ii) **PART-II PRICED COMMERCIAL PART (PRICE BID)**

- a) Priced commercial Part shall contain "Schedule of Rates" duly filled in. Two copies i.e. one ORIGINAL COPY and one DUPLICATE copy of "Schedule of Rates" shall be submitted.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. GAIL shall not take cognizance of any such statement and may at their discretion reject such price bids.

- c) Bidders are advised to include the Rebate / Discount, if any, in the Schedule of Rates (SOR) itself and NOT to mention the same separately.

In case, it is observed that any of the bidder(s) has/have mentioned the discount/ rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the discount/ rebate offered by the bidder shall be considered for Award of Work and the same will be binding on the bidder

5.0 SUBMISSION OF BID

5.1 SUBMISSION IN TWO SEPARATE ENVELOPS:

5.1.1 Un-priced and priced part must be submitted in separate sealed envelopes in following 2 parts:

i) PART-I – TECHNICAL AND UN-PRICED COMMERCIAL PART

- a) This part shall contain technical and commercial (Un-priced) bid. This envelope shall comprise the signed copy of Bidding document (Tender document), drawings, addendum (if any), one original and 1 copy of the information listed for submission in Part –I under Para 4.4. above.
- b) The envelope shall have following information clearly written on the outside of the envelope, failing which GAIL will assume no responsibility for the misplacement or premature opening of the bid.

Part-I Technical and Un-priced Commercial Part.

Name of Work : _____

Bidding document No. : _____

Due date & time of Opening : _____

From :[Name & Address of Bidder] : _____

- c) Original earnest money deposit (EMD shall also be enclosed in this part.

ii) PART-II SEALED PRICED COMMERCIAL PART

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 4.4 ii) above. The envelope shall have the following information clearly written on outside of the envelope, failing which GAIL will assume no responsibility for the misplacement or premature opening of the bid.

PART-II – PRICE PART

Name of Work : _____

Bidding document No. : _____

From :[Name & Address of Bidder] : _____

- b) This part of Bid will be submitted in original plus one copy.

5.2 DATE, TIME & PLACE OF SUBMISSION

5.2.1 Bid must be submitted by the due date and time mentioned in the Letter Inviting Tender or any extension thereof as duly notified in writing by GAIL at the following address:

MANAGER (C&P)

GAIL (INDIA) LTD.

C/o. RPL-RRTF Area, Moti Khavadi, Post : Digvijayagram, Jamnagar – 361 140

5.2.2 Bid received after the time and date fixed for receipt of bid is liable for rejection.

5.3 CHECK LIST FOR SUBMISSION OF BID

5.3.1 To assist bidder in ensuring the completeness of bid, a checklist for submission of various documents / details in 'technical & un-priced commercial part of bid has been enclosed to "INSTRUCTIONS TO BIDDERS". Bidder, in his own interest, is requested to fill the checklist and submit along with his bid for ready reference.

- 5.3.2 In case of incomplete submissions, GAIL will not be under any obligation to give the bidder an opportunity to make good such deficiencies and GAIL may at its discretion treat such bids as incomplete and not consider for further evaluation.

6.0 BID OPENING AND EVALUATION

6.1 CLARIFICATION & ADDITIONAL INFORMATION

During evaluation, GAIL may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy.

6.2 TECHNO-COMMERCIAL DISCUSSIONS

- 6.2.1 Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation.

- 6.2.2 Techno-commercial discussions with bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

6.3 BID EVALUATION CRITERIA

- 6.3.1 Bid is the responsibility of bidder and no relief or consideration can be given for errors and omissions made by the bidder inadvertently or adherently. Bid with incomplete information is liable for rejection.

- 6.3.2 The techno-commercial part of bid shall be evaluated as per bid evaluation criteria, wherever indicated in the bidding document. Techno-commercial Bid containing prices shall be summarily rejected.

- 6.3.3 Non-submission of details / documents as per Para (4.4.) above may lead to rejection of bid.

6.3.4 DEVIATIONS TO CRITICAL STIPULATIONS

- i) Deviations to critical stipulations of bidding document as mentioned below are not acceptable. Bidder taking deviations to the following bid stipulations shall not be considered for price opening
- a) Time schedule for completion of work
 - b) Total Scope of work
 - c) Security deposit / Performance Bank Guarantee.
 - d) Validity of bids
 - e) Mobilization advance
 - f) Schedule of Rates
 - g) Payment Terms
 - h) Arbitration clause
 - i) Force Majeure
 - j) Clause No. 6.4.2 & 6.6 of "Instructions to Bidders"
 - k) Requirement of P. F. Code No. with RPFC under EPF & M Provisions Act 1952 and ESIC code.

6.3.5 DETERMINATION OF RESPONSIVENESS

- i) Prior to the financial evaluation of bids, the GAIL will determine whether each bid is substantially responsible to the requirements of the Bidding document.
- ii) For the purpose of this clause, a substantially responsible bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, in consistent with the bidding document, the employer's rights of contractor's obligation would affect unfairly the competitive position of bidders presenting substantially responsive bids.
- iii) If a bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by the GAIL.

- 6.3.6 Bidders must submit the bid in line with bid stipulations without taking any deviation. However, in case it becomes unavoidable and the Bidder seek some clarifications / queries with respect to technical / commercial part, the bidder may stipulate the same strictly as per Annexure-I for the technical and commercial part.
- 6.3.7 **Even the existing vendors / contractors who has / has been doing the job in GAIL shall also comply with submission of documents as prescribed in the tender document, failing which the bid is liable to be rejected.**
- 6.3.7 **UNSOLICITED POST BIDDING MODIFICATIONS:**
- Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations / exceptions. Once quoted, the bidder shall not make any subsequently changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Any proposal price change is likely to render the bid liable for rejection.
- 6.3.8 Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document. The checklist has been provided in the bidding document to ensure that any required details are not missed by the bidders while submitting their offer.
- 6.3.9 Proposed deployment of resources like manpower, equipment, tools and tackles shall be looked into to ensure performance of work within stipulated time period
- 6.3.10 The concurrent commitments of Bidder on various jobs under execution by the bidder will be taken into account to assess the spare capacity available with the Bidder.
- 6.3.11 Performance of bidder on work executed / under execution shall be taken into consideration before selecting the bidder for opening of his price bid.
- 6.3.12 **MECHANIZED CONSTRUCTION**
- i) Bidder shall furnish construction methodology based on mechanized construction techniques for execution of work along with details of plant & machinery to be deployed. The bidder shall assess the number and type of plant and machinery for the scope of work and the completion schedule.
- ii) Bidder will deploy the required numbers and types of plant & machinery applicable for different activities in consultation with the Engineer-In-Charge after award and during execution of work with respect to actual mobilization required.
- 6.4 **OPENING OF PRICE PART OF BID**
- Priced commercial part of only those bidder, whose bids are considered techno-commercial acceptable, shall be opened.
- 6.5 **EVALUATION OF PRICE PART**
- The "Schedule of Rates" quoted by the bidder shall be taken up for evaluation on overall basis or as specified in the RFQ part of the tender document. Price bids containing additional qualifications not mentioned in Techno-Commercial part of the bid shall be summarily rejected.
- 6.6 **PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISE**
- Owner reserves the right to grant purchase preference to Public Sector Enterprises in terms of the latest applicable guidelines of the Government of India.
- 6.7 **PROCESS TO BE CONFIDENTIAL**
- Information related to the examination, clarification, evaluation and comparison of bids recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence the GAIL processing of bid or award decisions may result in rejection of such Bids.
- 6.8 **OWNER'S RIGHT TO ACCEPT OR REJECT A BID**
- 6.8.1 GAIL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annual the bidding process or to reject all bids with or without notice or reasons. Such decisions by GAIL shall bear no liability whatsoever consequent upon such decisions.

7.0 AWARD OF WORK AND CONTRACT DOCUMENT

7.1 AWARD OF WORK

7.1.1 The bidder whose bid is accepted by GAIL shall be issued Letter of Intent / fax of Intent (LOI/FOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI / FOI.

7.1.2 GAIL 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 bidder, GAIL shall correspond only with the successful bidders.

7.2 CONTRACT DOCUMENT

7.2.1 The successful bidder shall be required to execute a formal agreement in accordance with the 'Form of Contract' (Annexed to General Condition of Contract (GCC)), within 10 days of receipt of LOI/FOI/Detailed Letter of Award specified period.

7.2.2 Contract Documents to be signed between GAIL & selected bidder shall consist of the following :

- i) Agreement on stamp paper of appropriate value.
- ii) Letter of Intent / Fax of Intent
- iii) Detailed letter of award / acceptance along with agreed variation and other enclosures.
- iv) Original bidding document along with set of drawings
- v) Addendum/Corrigendum issued to bidder, if any.

7.2.3 Stamp paper of appropriate value shall be provided by the successful bidder after ascertaining its value.

7.2.4 The statement of Agreed variation prepared based on the deviation if any, finally retained by the bidder and accepted by GAIL, shall form part of detailed letter of award.

8.0 SERVICE TAX:

The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates quoted by the bidder shall include all taxes, duties & levies except Service Tax which shall be payable extra and for which bidders are required to clearly mention the rate / amount of Service Tax applicable on the tendered works & services in both the parts of the bid i.e. unpriced & priced separately.

For evaluation of the bids, the following methodology shall be adopted:

- a) In case rate / amount of Service Tax is not specified or nothing is mentioned about the applicability of Service Tax in both unpriced & priced bids (i.e. bidder is silent about the applicability of Service tax), it would be conclusively considered that the quoted rates are inclusive of Service Tax at the full rate i.e. @ 10.30% (prevailing). In this situation, if the bidder emerges as the lowest bidder on evaluation, the award shall be made considering the Service Tax included in the quoted rates and the same shall be binding on the bidder to raise the Cenvatable Invoice at this rate of Service Tax for the purpose of availing CENVAT CREDIT by GAIL.
- b) In case rate / amount of Service Tax is not specified by the bidder and bidder clearly mention that Service Tax is inclusive in any of the bid i.e. unpriced & priced bids, it would be conclusively considered that the quoted rates are inclusive of Service Tax at the full rate i.e. @ 10.30% (prevailing). In this situation, if the bidder emerges as the lowest bidder on evaluation, the award shall be made considering the Service Tax included in the quoted rates and the same shall be binding on the bidder to raise the Cenvatable Invoice at this rate of Service Tax for the purpose of availing CENVAT CREDIT by GAIL.

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The bidders who are 'non- resident' or are from outside India are requested to clearly state whether they have any office in India or not. If they have any office in India, they are requested to give the address of their office situated in India.

The Contractors liable to pay Service Tax for the work / services rendered to GAIL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

EXCEPTIONS AND DEVIATIONS

SL. NO.	REF OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO.	CLAUSE NO.		

NOTE : Bidders are advised not to stipulate any deviation(s) / condition(s) and to confirm compliance to tender conditions in toto .However, in the event of bidder seeking any deviation(s), the same should be submitted separately for commercial & technical sections strictly as per the format given above, otherwise, the same shall not be considered and it will be presumed that the bidder has accepted all terms & conditions of the tender.

SIGNATURE : _____

NAME : _____

BIDDER'S NAME : _____

COMPANY SEAL : _____

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all detail / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part-I)".

Please tick the box and ensure compliance :

- 1.0 EMD of requisite amount is submitted in the form of DD/BG from any scheduled bank as mentioned in LIT, in separate sealed envelop marked "Earnest Money Deposit".

Submitted in
The form of
DD/BG

☐

EMD Value : Rs. _____

BG No. _____ Dated _____ Valid upto _____
DD No. _____ Dated _____ Drawn on _____

- 2.0 Validity of Bank Guarantee towards Earnest Money Deposit enclosed with Techno-commercial Part of your offer (if submitted in the form of BG) is 6 (montht) months from the date of submission of bid.

Yes / No

☐

Valid up to _____

- 3.0 Validity of offer is up to four (04) months from the date of submission of Techno-commercial part.

Yes / No

☐

Valid up to _____

- 4.0 Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate value.

Submitted/ not submitted

☐

- 5.0 Partnership Deed in case of partnership firm and Articles of Association in case of limited company.

Submitted/ not submitted

☐

- 6.0 Exception and Deviation Statement in the proforma enclosed at Annexure –I.

Submitted/ not submitted

☐

- 7.0 Copy of the P. F. Registration certificate issued by the P. F. Authorities.

Submitted/ not submitted

☐

P. F. No: _____

- 8.0 Copy of the ESI Registration certificate issued by the ESIC.

Submitted/ not submitted

☐

ESIC No: _____

9.0 Original bidding document along with blank (un-priced) copy of price bid (Schedule of Rates) and addendum, if any.

Submitted/ not submitted

☐

10.0 All pages / documents are stamped and signed by the authorized signatory of the bidder:

Yes/No

☐

11.0 Please confirm that all tools and tackles shall be provided by you for the job as per the requirement and you will deploy adequate resources for smooth and timely execution of the job.

Yes/No

☐

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DETAILS OF P. F. & ESIC REGISTRATION

Bidder to furnish details of Provident Fund (PF) & Employees State Insurance Corporation (ESIC) Registration :

1. PF REGISTRATION NO. :

DISTRICT & STATE :

2. ESIC REGISTRATION NO. :

DISTRICT & STATE :

We hereby confirm that the above PF account is under operation presently and shall be used for all PF & ESIC related activities for the labour engaged by us in the present work (if awarded to us).

(SIGNATURE OF BIDDER)

SPECIAL CONDITIONS OF THE CONTRACT

1.0 GENERAL:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. 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.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

At GAIL,JAMNAGAR ,INSIDE RIL,RRTF AREA PO DIGVIJAYGRAM ,VILLAGE
MOTIKHAVDI,JAMNAGAR-361140

3.0 SCOPE OF WORK:

The Scope of work shall be as per Special Conditions of Contract Part-B

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract Part-B

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties.

Payment will be released preferably through electronic mode (e-banking) from HDFC Bank and accordingly vendors / contractors are requested to provide details of their Account No. and Bank Branch Code in the enclosed format (SCA – 10/10) to which payment will be released electronically. However, in case of specific request from the contractor, payment will be made through crossed Cheques payable at HDFC Bank, Jamnagar (Branch Code: 177) only, at the sole discretion of GAIL.

6.0 EARNEST MONEY:

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any Scheduled/Nationalized Bank in favor of GAIL (India) Limited payable at HDFC BANK LIMITED, Jamnagar (Gujarat).

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of (6) SIX MONTHS from the date of opening of tender.

GAIL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time. Correspondence in this regard may be addressed to GAIL directly by the BIDDERS.

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

Income Tax deduction shall be made from all payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the contractor.

The GAIL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their Permanent Account No. (PAN) before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by GAIL.

8.0 SERVICE TAX:

The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates quoted by the bidder shall include all taxes, duties & levies except Service Tax which shall be payable extra and for which bidders are required to clearly mention the rate / amount of Service Tax applicable on the tendered works & services in both the parts of the bid i.e. unpriced & priced separately.

For evaluation of the bids, the following methodology shall be adopted:

- a) In case rate / amount of Service Tax is not specified or nothing is mentioned about the applicability of Service Tax in both unpriced & priced bids (i.e. bidder is silent about the applicability of Service tax), it would be conclusively considered that the quoted rates are inclusive of Service Tax at the full rate i.e. @ 10.30% (prevailing). In this situation, if the bidder emerges as the lowest bidder on evaluation, the award shall be made considering the Service Tax included in the quoted rates and the same shall be binding on the bidder to raise the Cenvatable Invoice at this rate of Service Tax for the purpose of availing CENVAT CREDIT by GAIL.
- b) In case rate / amount of Service Tax is not specified by the bidder and bidder clearly mention that Service Tax is inclusive in any of the bid i.e. unpriced & priced bids, it would be conclusively considered that the quoted rates are inclusive of Service Tax at the full rate i.e. @ 10.30% (prevailing). In this situation, if the bidder emerges as the lowest bidder on evaluation, the award shall be made considering the Service Tax included in the quoted rates and the same shall be binding on the bidder to raise the Cenvatable Invoice at this rate of Service Tax for the purpose of availing CENVAT CREDIT by GAIL.

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The bidders who are 'non- resident' or are from outside India are requested to clearly state whether they have any office in India or not. If they have any office in India, they are requested to give the address of their office situated in India.

The Contractors liable to pay Service Tax for the work / services rendered to GAIL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

9.0 INITIAL SECURITY DEPOSIT/SECURITY DEPOSIT:

9.1 Total Security deposit @ 10 % of contract value has to be deposited within ten days of receipt of LOA/LOI by the contractor as per the provisions of General Conditions of Contract. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft.

9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.

9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period which ever is applicable.

9.4 Security Deposit shall be refunded after the expiry of 90 days beyond the completion of work or Defect Liability Period which ever is applicable.

10.0 TECHNICAL SPECIFICATION:

As enumerated in Special Conditions of Contract/Scope of Work/attached Drawing/ Details/Schedule of Rates.

11.0 TESTS AND INSPECTION:

11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

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

11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.

11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.

11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.

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

12.0 MEASUREMENT OF WORK:

12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.

12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

13.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per Special Conditions of Contract of Part-B.

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

14.1 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 and tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

14.2 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

(I) Rates as per SOR, quoted by the contractor.

(II) Rate of the item, which shall be derived as follows:

a) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

- b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 15% to cover contractor's supervision profit, overhead & other expenses.

18.0 MISCELLANEOUS:

All obligations arising of labor deployment labor laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety and security of manpower and materials.

19.0 SUBMISSION OF TENDER DOCUMENTS:

Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder. All copies of tender documents along with drawings should be signed and submitted by the bidder.

20.0 SCHEDULE OF RATES:

20.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will be inclusive of all taxes & duties except SERVICE TAX WHICH SHALL BE PAYABLE EXTRA AT THE PREVAILING RATES AGAINST CENVATABLE INVOICE. AS PER W.O.

20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.0 COMPENSATION FOR DELAY:

21.1 In case of delay in mobilization or in completion of work in all respects and to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of 1/2% per week or part thereof limited to 5% of the contract value.

21.2 Alternatively, in case the Engineer-In-Charge feels that the progress of work is dissatisfactory and the work may be delayed beyond the scheduled or contractual completion date, he may at his discretion get the work done through other agency at the risk and cost of the contractor without prejudice to other rights available to owner under the contract. The decision of the Engineer-In-Charge shall be final and binding in this regard.

22.0 REBATE, IF ANY:

In case bidder is desirous of offering any rebate, they are allowed to do so in the Price-Summary sheet or schedule of rate submitted by them. Rebate offered at any other place shall be considered invalid.

23.0 TERMINATION OF CONTRACT:

The Owner/ Engineer-in-Charge reserve the right to terminate the contract on giving one-week notice without assigning any reason.

24.0 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with GAIL in the prescribed Performa with in 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Manager (C&P), GAIL (India) Ltd., Jamnagar.

25.0 SUPERVISION OF WORK:

Contractor or his authorized representative shall be available at site all times, during the progress of the work.

26.0 CLEARANCE OF SITE:

- 26.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.
- 26.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.
- 26.3 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 expenses of the contractor remove such, surplus materials and rubbish and disposal 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 as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.
- 27.0 ADHERENCE TO SAFETY REGULATIONS:**
- Contractor shall ensure that all safety precautions required one observed at all times during the execution of the job.
- 28.0 NUISANCE:**
- The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.
- 29.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:**
- The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.
- 30.0 CARE OF WORKS:**
- From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works any in case any damages, loss or injury shall happen to the work or to a part thereof or to any temporary works from any reason.
- 31.0 DEFENCE OF SUITS:**
- If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.
- 32.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:**
- 32.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 32.2 The contractors shall periodically submit the Challans / receipts / proof for the depositing PF contribution with RPFC.

- 32.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labor, Govt. of India.
- 32.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 32.5 The contractor shall discharge obligations as provided under various statutory enactment including the employees provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 32.6 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 32.7 The contractor shall be solely responsible and indemnify the GAIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 32.8 The contractor shall indemnify GAIL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 32.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 32.10 The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 32.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of GAIL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 32.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from RIL, Jamnagar through engineer-in-charge for his employees.
- 32.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 32.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify GAIL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 32.15 All existing and amended safety / fire rules of GAIL (India) Ltd., Jamnagar are to be followed within the site premises or service center.
- 32.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 32.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 32.18 Special safety equipment e.g. breathing apparatus etc. if required will be provided by GAIL (India) Ltd., Jamnagar. Contractor will be responsible for accounting of the same.
- 32.19 Before undertaking jobs, contractor shall take work permit from engineer-in-charge and same shall be returned after completion of job.

- 32.20 All types of transport connected with the work shall be in the scope of the contractor.
- 32.21 Suitable site office space may be provided by GAIL (India) Ltd., Jamnagar if required and available.
- 32.22 GAIL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 32.23 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 32.24 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 32.25 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GAIL from such liabilities.
- 32.26 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.
- 33.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION:
- The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.
- 34.0 ARBITRATION:
- 34.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by GAIL as hereinafter provided.
- 34.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send with in thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 34.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to he Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of and Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 34.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 34.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 34.6 The venue of arbitration shall be New Delhi.
- 34.7 The award of the Arbitrator shall be final and binding on both the parties.
- 34.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

35.0 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 JAMNAGAR for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

36.0 PRICE PREFERENCE:

Price Preference to Central/State Government/Public Sector, Enterprises (PSEs), Public Sector Construction and Services Enterprises or joint ventures with PSEs shall be applicable as per directives of Government of India.

37.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:

37.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

37.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, GAIL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to GAIL under the contract such as forfeiture of Security Deposit, withholding of payments etc.

37.3 In case the issue of submission of false document comes to the notice after execution of the work, GAIL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

37.4 Further, such contractor/bidder shall be blacklisted for future business with GAIL.

38.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

38.1 The bidders are required to submit the copy of PF & ESIC certificates duly attested by Guzzetted Officer/Officer of Public Sector Enterprises.

38.2 Further, the bidders are required to furnish the attested copy(ies) of Power of Attorney/Partnership Deed.

38.3 Bidders are required to furnish the attested copy(ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.

38.4 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

39.0 AFFIDAVIT

The bidder shall submit an affidavit duly notarized to the effect "that the document submitted by him are true and genuine and in case of any discrepancy noticed or observed at any stage the bidder shall be personally responsible not only for the damages or loss to GAIL, but also for criminal proceedings under the relevant laws".

Sr. Officer (F&A)
GAIL (India) Ltd.
JAMNAGAR

Date :

Dear Sir,

Subject : Consent for receiving Payments through Electronic Mode

This is to confirm that we (Name of the Organisation) are having our Savings / Current Account No..... with (Name of the Bank) (Branch Code) to which payment can be released electronically.

Thanking You.

Yours truly,

For.....

(Name.....)
Director/ Proprietor

This is to certify that A/c. No..... is maintained by M/s..... with our(Name of the Bank & Branch Code).

(Signature with Seal)
Branch Manager

Note : The letter should be on letter head of the organization mentioning E-mail ID of the contact person.

SPECIAL CONDITIONS OF CONTRACT

PART - B

1.0 NAME OF WORK: OPERATION & MAINTENANCE CONTRACT FOR HEATING VENTILATION AND AIR CONDITIONING SYSTEMS (HVAC), SPLIT & WINDOW TYPE AIR CONDITIONERS, REFRIGERATORS AND WATER COOLERS OF JAMNAGAR LONI PIPELINE LOCATIONS AT JAMNAGAR REGION – { RIL DT MOTI KHAVDI, EOL DT VADINAR ,SV STATIONS, RAJKOT OFFICE-GAILTEL} [GUJARAT] .

1.1 LIST OF THE EQUIPMENTS INSTALLED AT GAIL JAMNAGAR HAS BEEN MENTIONED IS AS MENTIONED BELOW:

SN`	EQUIPMENT INSTALLED	CAPACITY	QTY. IN NOS
1	HVAC SYSTEM: MAKE : M/S BLUE STAR LTD (BSL) MODEL : JS-43 COMPRESSOR: 2 NOS AHU: 1 NO. AHU MOTOR KW: 15 KW Refrigerant : R-22 CONDENSOR (AIR COOLED): 2 NOS Compressor Type: Reciprocating Location- RIL DT ,JAMNAGAR	43 TR. EACH COMPRESSOR IN SET	1
2	AC PACKAGE UNIT : MAKE: BLUESTAR MODEL: DPA-1803, NO. OF COMPRESSORS-03(RECEPROCATING) COMPRESSOR-RECIPROCATING REFRIGERANT: R-22 Location- RIL DT ,JAMNAGAR	15 TR EACH	4
3	AC PACKAGE UNIT MAKE: BLUESTAR MODEL: DPA-1202, NO. OF CPMPRESSORS-03 COMPRESSOR-RECIPROCATING REFRIGERANT: R-22 Location- RIL DT ,JAMNAGAR	10TR EACH	5
4	SPLIT AC MAKE : M/S CARRIER, Location- RIL DT ,JAMNAGAR	2TR	1
5	WATER COOLER MAKE : VOLTAS Location- RIL DT ,JAMNAGAR	40 LTRS/HR	2

6	REFRIGERATOR MAKE: BPL Location- RIL DT ,JAMNAGAR	210 LTRS	3
7	SPLIT A.C MAKE :AMTREX,1.5TR Capacity LOCATION - SV-4: Village / Tehsil / Distt - Shekhatpat/jamnagar/Jamnagar SV-7 :Village / Tehsil / Distt -Kuntasi/Jodia/Rajkot	1.5 TR	2
8	WINDOW AC Village / Tehsil / Distt -Morkunda/Jamnagar/Jamnagar LOCATION : SV-3 MAKE:AMTREX	1.5 TON	1
9	AIR CONDITIONER (WINDOW TYPE) MAKE-AMTREX MAKE-AMTEX,VOLTAS LOCATION : GAIL TEL OFFICE ,RAJKOT	1.5 TR	2
10	AC PACKAGE UNIT : MAKE: BLUESTAR LTD MODEL: DPA-1983S(Microprocessor based) NO. OF COMPRESSORS-03 No's(Scroll type) REFRIGERANT: R-22 Location- EOL DT ,VADINAR	16.5TR EACH	3

2.0 [A] SCOPE OF WORK FOR HVAC [Heating Ventilation and Air Conditioning] SYSTEMS FOR JAMNAGAR, STATION

- 2.1 The scope of work shall include but not limited to Comprehensive Maintenance of Heating Ventilation and Air conditioning systems (HVAC) as given in brief in Annexure for each locations. This shall include to ensure the smooth running & maintenance of the plants, start-up of the plants, changeovers, shutdowns, inspection and record keeping of maintenance activities, checking of refrigerant, Air distribution, purging operations, adjusting fresh air, operating pumps/ blowers, valves, cooling towers, Air Handling Units (AHU), humidity controlling systems , motor control centers etc., inspection of filters/ Cooling coils and their cleaning, topping up of oil, water, preventive maintenance & cleaning of all the equipments etc. in the systems, checking of vacuums as per the normal standards maintenance practice as specified by the manufacturer and as directed by Engineer-In-Charge so as to maintain operating conditions of the system.
- 2.2 The Routine jobs / Preventive maintenance to be carried out shall include in general but not be limited to the following items for maintenance work of HVAC . systems. The preventive maintenance has to be carried out as per the recommendations of the OEM ,ISO formats provided by GAIL.
- 2.3 Break down, Predictive & Corrective maintenance shall be done based on the feedback received from other conditional monitoring & from O&M personnel.

2.4 MAINTENANCE

If any problem of HVAC system is not attended within reasonable /stipulated period of breakdown as specified by EIC , GAIL will be at liberty to get it rectified at the risk & cost of contractor as soon as possible. The recovery on this account will be in addition to the imposition of Penalty to the contractor as specified in the Penalty Clause.

3.0 SCOPE OF WORK FOR HVAC SYSTEM

3.1 a) DAILY & WEEKLY MAINTENANCE / MONITORING SHALL BE DONE AS PER GAIL LOG SHEETS & OEM / ISO REQUIREMENTS/ RECOMMENDATIONS.

b) MONTHLY MAINTENANCE

- 1 Maintenance of all filters, strainers, diffusers, cooling coils, oil level, Refrigerant Gas make up.
- 2 Tightening of belts, foundation bolts of equipments, alignment of belt pulleys and couplings.
- 3 Any other job required to be attended during course of Checking and to keep the plant in perfectly working conditions.

c) YEARLY MAINTENANCE

- 1 Checking / setting / rectification of all safety and automatic controls.
- 2 Complete Overhauling of all Compressors, Pumps & AHU's.
- 3 Maintenance of Air Blowers, Fresh Air Fans and their Balancing, if required.
- 4 Functional checks of all gauges, switches, thermostats, humidistats and other instruments and its panels installed with the system.
- 5 Any other job required to be attended during course of Checking / as per OEM and to keep the plant in perfectly working conditions.
- 6 Maintenance of all Electrical equipments [Feeders, Panels, Bus Bars, Cubicles, Motors, Heaters, Circuit Breakers, Power Points, etc.] pertaining to HVAC, split unit, package unit, window a/c, refrigerators & water cooler system as per standard electrical maintenance practice and as directed by concerned maintenance engineer.
- 7 Any other Operation & Maintenance activity not indicated above but remains to be attended to keep plant in running conditions.
- 8 The Contractor will submit the detailed preventive maintenance schedules in

accordance with the above-mentioned guidelines for the approval of Engineer-In-Charge.

- 9 Checking and calibration of all installed gauges annually and as when required as per instruction of Engineer in charge.

3.2 SCOPE OF WORK FOR PACKAGE AIR CONDITIONERS(RIL DT & EOL DT), SPLIT TYPE AIR CONDITIONERS, WINDOW TYPE AIR CONDITIONERS,REFRIGERATORS AND WATER COOLERS .

- 3.3 Monthly servicing of equipments as per the recommendation of Manufacturer like oiling, checking & cleaning of all components, checking of electrical connections etc. and removing impurities from air filters.

- 3.4 Comprehensive and all inclusive maintenance and repairs of package air conditioners, split type air conditioner, window type air conditioners, water coolers & refrigerators at GAIL LPG Pumping station (Jamnagar) Terminals (S.V. stations) ,Rajkot (GAILTEL office) as per ISO and as and when required basis, inclusive of materials & labor.

This service shall include and cover replacement of defective compressors, fan, motors, rewinding of burnt motors, relays and all other (mechanical/Electrical/Instrument) defective components & charging of refrigerant(R-22) ,including all logistic supports(manpower, tools, tackles ,etc.). Contractor will supply all such materials required for replacement of defective materials to maintain the Window/ Split Air conditioners, refrigerators and Water Coolers in proper operating condition.

- 3.5 Personnel attending the HVAC system of the station will carry out routine maintenance of these air conditioners. However, if contractor feels skilled personnel are required for attending the breakdown, the same shall be arranged by the party at no extra claims to GAIL. . In case HVAC system is not available at any station then manpower shall be kept for maintenance of the equipments as per scope of work.

3.6 SCOPE OF WORK IN GENERAL

- 3.7 Besides above, the contractor will attend to all breakdowns promptly within the prescribed time limits , failing which the Contractor is liable to attract Penalty as described in the Penalty clause. All the technical details regarding air conditioning unit, operation details, procedures of maintenance or any other clarification, can be taken from Engineer-in-charge as and when required.

AT EOL DT Vadinar ,the maintenance of fire alarm sensors of the Package AC (16.5TR) system will be in scope of party , while at RIL DT ,fire sensors/ panels shall be maintained by GAIL.

- 3.8 Contractor shall monitor all the relevant parameters and maintain records/ log sheets in the

format as specified by Engineer-in-charge. The contractor at his own cost shall arrange log sheet / log book.

3.9 SCOPE OF SUPPLY:

A. GAIL will supply only CRANK SHAFT, CONNECTING ROD & PISTON ASSEMBLY for HVAC [Heating Ventilation Air Conditioning] system, if it has been damaged due to normal wears & tears. Any modification in the system /replacement of critical parts due to aging shall be done by GAIL , but the party has to provide logistic supports at no extra cost to GAIL , if required .

B . The scope of supply for contractor shall include but not limited to supply of all materials, spares including refrigerant, Compressor oil (york oil-C / /other equivalent oil),Replacement of Service grill, Lid Light cover, Thermostats, knobs, Back cover & Front Grid repair/replacement , Sheet Metal parts repair/maintenance , consumables, test equipments, tools & tackles and manpower except those mentioned under clause-3.9.A , as the scope of supply of GAIL. Following Minimum spares is to be maintained by the party at GAIL Jamnagar site,

- | | |
|---|-----------|
| ➤ Refrigerant (R-22) | - 10 kg. |
| ➤ V-belts(A-28, Make-Dunlop) | -04 No's |
| ➤ H -type HRC Fuse(60amp) | - 06 No's |
| ➤ H -type HRC Fuse(100amp) | - 03 No's |
| ➤ Compressor oil | -18 ltr. |
| ➤ Gasket set for JS 43 HVAC compressor | - 01 set |
| ➤ Relay (230Volt ,7 poles, Par-relay) | -02 No. |
| ➤ Liquid Line filter(3/8" x 3/8" ,Make- Danfuss eliminator) | - 01 No. |

If the above mentioned spares/other spares required for due maintenance are not available at site , the spares shall be procured by GAIL with imposition of 15% overhead to the party including the cost of item (as mentioned above).

C. Package Air conditioners ,Window Air conditioners, Split Air conditioners, refrigerators and Water Coolers are under complete comprehensive maintenance contract including sheet metal body and all the items required during maintenance / breakdown shall be in scope of contractor.

4.0 TERMS AND CONDITIONS:

- 4.1 MINIMUM MANPOWER REQUIREMENT:
Total 05 (five) No's of manpower is to be deployed at GAIL, JAMNAGAR, out of which 03 (three) shift operators shall be deployed in round the clock operation at RIL DT, Motikhavdi, Jamnagar. 02 No's of manpower shall report in general duty (09:15hrs-17:45hrs) at RIL DT, Motikhavdi /EOL DT Vadinar, as per instruction of Engineer-in-charge.
- 4.1.1 SUPERVISOR [Diploma 2 Year HVAC O&M Experience OR ITI With 5 Year HVAC O&M Experience] – 01[ONE] AT MAINTENANCE BASE LOCATION [Jamnagar],
- 4.1.2 ELECTRICIAN [ITI With 2 Year HVAC O&M Experience Of Electrical System] –
01 [ONE] at [Jamnagar].
- 4.2 SHIFT OPERATOR [ITI With 2 Year HVAC O&M Experience] – One In Each Shift [Jamnagar,] total 03 shift in 24 hour (per day)
- 4.3 Additional Technician / Experts – Depending upon break down & other annual maintenance job contractor shall arrange the additional technician / experts to complete the job if he feels that manpower available are not competent enough to complete the job as per satisfaction of Engineer-In-Charge.
- 4.4 At the appointed date, place and hours, the contractor shall make available persons to be deployed. Contractor or its authorized representative shall visit monthly or as and when conditions demands and meet the Engineer-In-Charge.
- 4.5 All the contractor's personnel permitted inside the plant should strictly follow all safety rules and regulations. They should be conversant with the safety precautions to be followed in the plant. The contractor shall abide by the advice & guidance of the safety officers of the plant. In addition, the contractor shall follow all safety codes framed from time-to-time. Smoking inside the plant is strictly prohibited. The contractor shall provide cotton dangri, safety shoes, Ear muff & helmet to all his personnel working inside the plant. The contractor shall make his own arrangement to provide all facilities like boarding, fooding, transportation facility and gate pass for M/s RIL Jamnagar & M/s EOL Vadinar to his workmen at no extra cost to GAIL.
- 4.6 All the contractor's materials tools and tackles will be marked with a proper & permanent identification mark. All such materials will be shown at the plant main gate and certified copy of the materials taken inside the plant premises will be submitted to the Engineer-in-charge. No tools tackles and any material shall be taken outside the plant without permission of Engineer-in-charge.
The Engineer-in-charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

- 4.7 Most of the maintenance jobs shall have to be carried out inside the work site except under special circumstances in which case permission of Engineer-in-charge will be necessary.
- 4.8 The routine maintenance jobs are to be carried out during the timings from 09:15 Hrs. to 17:45 Hrs. on all working days. However, permission may be granted for extending the timings/holidays for specific task on the request of the contractor, if required.
- 4.9 The execution of the works may entail working at the sites under all weather conditions and no extra rate, what so ever, will be considered/applicable on this account. The contractor may have to carry out maintenance jobs to make the plant operate/run round the clock as per requirements to be decided by the Engineer-in-charge and the contractor is deemed to have taken this aspect into consideration while quoting his rates. No extra claim/overtime, whatsoever, will be paid on this account.
- 5.0 Under special circumstances if GAIL supplies refrigerant, spares for repairs and / or does the repair jobs by own or from any other agency at the risk and cost of the contractor the cost of the same will be deducted from the contractor's monthly bill at the prevailing market rate / actual expenses plus 15% GAIL overheads.
- 5.1 The contractor shall keep the standby units ready in all respects, including charging of refrigerant at all times. If the stand by units are not ready it will be liable to penalty as per clause 7.0.
- 5.2 Standard temperature, relative humidity and other conditions shall have to be maintained throughout the year in respective rooms/ places, as per requirement or specified by the Engineer-In- Charge. If the necessary operating conditions are not maintained, it will be liable to penalty as per clause 7.0
- 5.3 The responsibility of GAIL will be to make power available up to MCC panel. To rectify the control circuit or wiring problem related to the MCC panel of HVAC systems will be responsibility of the contractor.
- 5.4 Contractor has to ensure the safety of man and machine all the times. Damaged of equipments due to bad workmanship / negligence binding on contractor will be recovered as per the decision of Engineer-in-charge which will be final.
The work area will be cleaned by the contractor .
The contractor will be responsible to run the units as required with due information to EIC/GAIL Engineer.
- 5.5 In case of non-availability of spares, which are to be supplied by GAIL [as per Clause. 3.9.A] , penalty clause will not be applicable. In such cases, if GAIL decides that the contractor should supply the spares, it will be binding on the contractor to supply all such spares. The payment for these spares, which shall only be procured from OEM, authorized dealers/genuine sources will be, 1.15 times of the cost of the spares. The cost includes basic cost of the spares and duties & taxes as applicable and shall be supported by proper documents/ bills/ delivery challans. This is liable to be cross-examined by GAIL based on

manufacturer's price catalogue/ GAIL's purchase order/ market rates etc. at any time. No other charges on this account will be payable.

5.6 On the expiry of the contract, the contractor will have to handover all the HVAC plants, Split Type air conditioners, Window Type air-conditioner, Water Coolers, refrigerators and associated accessories in good running condition, with all equipments charged with refrigerant up to the required/ specified operating pressure failing which the same will be performed by GAIL on its own or through any other agency and the cost of the same, including transportation charges, overheads etc. will be deducted from the pending bills/security deposit of the contract.

5.7 The contractor shall maintain proper record of his employee's attendance and payment made to them for inspection as per various statutory rule & regulations.

All the rules and regulations prevailing and applicable from time to time at the installations or as directed by GAIL will be strictly adhered to by the contractor. It will be responsibility of the contractor to pay wages as per minimum wages act 1948. The minimum wages applicable shall be the wages prescribed by concerned state authority or central authority, whichever is higher. In addition to the minimum wages, the contractor has to pay the Bonus / gratuity(if applicable) as per the labour laws.

5.7 Time Period of Contract:

(A FOR RIL DT,SV. STATION,RAJKOT-02 years{from dt. 01st.Aug'2009 to 31st. July 2011}

(B) FOR EOL DT,VADINAR- 18 months {from dt. 01/02/2010 to 31/07/2011}

The maintenance contract at EOL DT., Vadinar will be from 01st.Feb'2010 to 31st.July 2011 , with due information through EIC. Prior to that no charges shall be claimed by the party.

The rates, mentioned in the schedule of rates, include the operation and maintenance of units during contract execution period .

5.8 The rates quoted in schedule of rates are inclusive of all tools, contractor's supervision, transportation, overheads, profits and all consumables and non-consumables including contingencies during the period of contract, except of items mentioned under the GAIL's scope of supply. These are inclusive of taxes, duties, levies, sales tax, statutory payments, license fee etc imposed by Government of respective State Government on works contract etc.

5.9 Contractor must have his office establishment so as to communicate / interact with him in case any non-performance of the contract as per terms and conditions. The office address with fax, phone number ,e-mail and contact personnel's for this contract shall be notified separately before start of the contract.

6.0 DEFECT LIABILITY PERIOD: DLP for this contract shall be two months after the completion of contract and security deposit will released after that affecting all due & recoveries what so ever may be.

7.0 PENALTY:

In case of failure of any system / equipment the same has to be repaired within the prescribed time. If the same is not repaired / rectified within the prescribed time, then no O&M charges shall be released (except where ever mentioned) for the period during which penalty has been imposed in addition to the penalty as detailed below.

7.1 HVAC SYSTEMS:

7.1.1 If the standby unit (in part or full) of HVAC system of any building fails, the contractor shall repair the unit within 24 hours time and make the same ready for operation. For the purpose of penalty clause, one unit will comprise of the compressor, condenser, chiller, cooling water pump and chilled water pump. If the contractor fails to repair the standby unit within 24 hours, the following penalty will be imposed.

15 %(fifteen percent) per day of the daily HVAC charges of corresponding item of schedule of rates quoted by the contractor divided by number of compressor will be deducted for delay of each day beyond 24 hours of breakdown.

7.1.2 When standby unit is not available and if any other running unit of the same system also fails or due to common system problem none of unit is operative then the following penalty will be imposed.

Twenty five percent (25%) per day of the daily HVAC charges of corresponding unit / system of schedule of rates quoted by the contractor will be deducted for failure of working unit per day including the day of failure.

7.1.3 For not maintaining the prescribed temperature & humidity limits:

For First 12 hours at the rate of 10 % per day of the daily charges of corresponding item of schedule of rates quoted by the contractor for the particular system.

Beyond 12 hours at the rate of 20 % per day of the daily charges of corresponding item of schedule of rates quoted by the contractor for the particular system.

7.2 PACKAGE AIR CONDITIONERS

7.2.1(A) At RIL DT . in case of breakdown of 10 TR /15 TR Package type air conditioners; the same should be repaired within 24 hours failing which following penalty will be imposed.

20 % per day of the daily charges payable for 10 TR /15 TR Package type air conditioners of schedule of rates will be deducted for delay of each day beyond 24 hours of breakdown.

For not maintaining the prescribed temperature & humidity limits at RIL DT:

For First 12 hours at the rate of 10 % per day of the daily charges of corresponding item of schedule of rates quoted by the contractor for the particular system.

Beyond 12 hours at the rate of 20 % per day of the daily charges of corresponding item of schedule of rates quoted by the contractor for the particular system.

- 7.2.1(B) At EOL DT. in case of breakdown of 16.5 TR Package type air conditioners; the same should be attended/ repaired within 24 hrs failing which following penalty will be imposed.

20% per day of the daily charges payable for 16.5 TR Package type air conditioners of schedule of rates will be deducted for delay of each day beyond 24 hours of breakdown.

For not maintaining the prescribed temperature limits:

For First 12 hours at the rate of 10 % per day of the daily charges of corresponding item of schedule of rates quoted by the contractor for the particular system.

Beyond 12 hours at the rate of 20 % per day of the daily charges of corresponding item of schedule of rates quoted by the contractor for the particular system.

7.3 WINDOW / SPLIT TYPE TYPE AIR CONDITIONERS

- 7.3.1 If a window type air conditioner fails, the same should be repaired/ replaced on the same day failing which the following penalty will be imposed:

20% per day of the daily charges payable for the window/split type air conditioners of schedule of rates will be deducted for delay of each day.

7.4 WATER COOLERS & REFRIGERATORS

If a water cooler system and Refrigerators fails; the same should be repaired within 24 hrs failing which the following penalty will be imposed :

20 % per day of the daily charges payable for the water coolers of schedule of rate will be deducted for delay of each day beyond one days of break down.

7.5 NON-AVAILABILITY OF PERSONNEL AT SITE:

- 7.5.1 IF ELECTRECIAN , SUPERVISOR is not present at the respective location / maintenance base during normal working days except prior permission of Engineer in charge deduction of Rupees 200/- per day shall be made from the monthly bill for each supervisor/ Electrician, but O&M charges will be paid in this case.

7.5.2 If the shift operator is absent from the duty then rupees 200/- per shift shall be deducted from the monthly bill and no O&M charges shall be paid for that shift.

8.0 FINALISATION AND AWARD:

The subject Operation & Maintenance Contract For Heating Ventilation And Air Conditioning Systems (HVAC), Split & Window Type Air Conditioners, Refrigerators And Water Coolers Of Jamnagar Loni Pipeline Locations At Jamnagar], contract shall be evaluated and finalized on the basis of overall rate quoted by the bidder for Jamnagar station as mentioned in the scope of work and schedule of rates.

9.0 PAYMENT TERMS:

The contractor will submit monthly running bills (in triplicate copy) to the engineer in charge with maintenance report in standard specified format of each equipment like HVAC system , A.C package units , water coolers , window and split air conditioners with identification numbers for keeping in records. The payment will be released by finance after certification of bills by the engineer in charge of the maintenance base.

Claim of bill should be with in three months; late claim can be made only with the prior permission of EIC.

After awarding of contract Party should have account in HDFC / ICICI /SBI bank for E- Payments.



G A I L (I n d i a) L i m i t e d

**GENERAL CONDITIONS
OF
CONTRACT**

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FOR
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- 115.0 Excavation and Trenching
- 116.0 Demolition/General Safety
- 117.0 Care in Handling Inflammable Gas
- 118.0 Temporary Combustible structures
- 119.0 Precautions against Fire
- 120.0 Explosives
- 121.0 Mines Act
- 122.0 Preservation of Places
- 123.0 Outbreak of Infectious diseases
- 124.0 Use of intoxicants

ANNEXURES

- 1. Proforma of Agreement
- 2. Proforma for Bank Guarantee for Earnest Money Deposit
- 3. Proforma for Bank Guarantee for Security Deposit
- 4. Proforma for Indemnity Bond for Advance against material

SUBMISSION OF TENDER

From :

M/s

To :

M/s GAIL (India) Limited
C/o. RIL-RRTF Area, Moti Khavadi,
P.O. Digvijayagram, Jamnagar – 361 140 (Gujarat)

I/We hereby tender for execution of the WORKS of -----
-----as per TENDER DOCUMENT within the
Time Schedule of completion of work for jobs, as separately signed and accepted by
me/us, at the schedule of Rates quoted by me/us for the whole work in accordance
with Notice/Letter Inviting Tender, General Conditions of Contract. Special Conditions
of Contract, Schedule of Rates Specifications for materials and workmanship,
Drawings, Time Schedule of Completion of job, and other documents and papers, all
as detailed in the tender documents.

2. It has been explained to me/us that the time stipulated for jobs and completion of WORKS in all respects and in different stages mentioned in the "Time Schedule" of completion of jobs and signed and accepted by me/us is the essence of the CONTRACT. I/We agree that in the case of failure on my our part to strictly observe the Time of Completion mentioned for jobs or any of them and to the final Completion of WORK in all respects according to the schedule set out in the said "Time Schedule" of completion of jobs, I/We shall pay compensation to the OWNER as per provisions and stipulations contained in General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by ENGINEER-IN-CHARGE at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion of WORK as stipulated in the said "Time Schedule" of completion of jobs.
3. I/We agree to pay the Earnest Money and Security Deposit and accept the terms and conditions laid down in the memorandum below in this respect.

MEMORANDUM

(a)	General Description of Work	
(b)	Earnest Money	Rs.
		(Rupees)
		The Earnest Money is payable in the manner set out in para 5 below.
		The Earnest Money, if the tender is accepted, will be adjusted against the Security Deposit, when Earnest Money is paid by demand draft only.
(c)	Security deposit	10% of the CONTRACT amount, which will be paid in the manner set out in the General Conditions of Contract / Special Conditions of Contract.
(d)	Time allowed for starting work of Letter of Acceptance	Twenty-one days from the date of issue of the Tender.

4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the OWNER or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in General Tender Notice and other Tender Documents.

5. I/We hereby pay the Earnest Money of Rs.-----
(Rupees-----in Bank Demand
Draft/Bank Guarantee No.-----issued by -----
(name and office of the State Bank of India or any nationalized Bank) in favour of GAIL (INDIA)
LIMITED, JAMNAGAR

6. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We agree that the said OWNER or its successors without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full, otherwise the said earnest Money shall be retained by OWNER towards the security Deposit specified in (3) above. The said OWNER shall also be at liberty to cancel the Notice of Acceptance of Tender if I/We fail to deposit the Security Deposit as aforesaid or to execute and Agreement or to start WORK as stipulated in the Tender Documents.

I/we enclosed herewith evidence of my/ our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed performa and also the income-Tax and sales Tax Clearance/Certificates.

Dated the _____ day of _____ 2002

Witness :

Name in Block Letters :

Address :

Yours faithfully,

Signature of Bidder (s) with the seal of the Firm

Name and Designation of authorized person
signing the tender on behalf of the Bidder (s)

SECTION – I

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS:

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) The OWNER/COMPANY/GAIL mean GAIL (INDIA) LIMITED, A Government of India Undertaking having its Registered office at 16, Bhikaji Cama Place, New Delhi and includes its successors and assigns.
- 2) The “CONTRACTOR” Means the person or the persons, firm or Company or corporation whose tender has been accepted by the OWNER and includes the CONTRACTOR's legal Representatives his successors ad permitted assigns.
- 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.
- 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 there of as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 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 OWNER by the CONTRACTOR on completion of the CONTRACT.
- 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.
- 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,
- 8) 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-CHARE, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 9) The “CONTRACT” shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including there in all contract documents
- 10) 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.
- 11) 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 drawings as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 12) The “Tender” means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.
- 13) The “ALTERATION ORDER” means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletions from and alteration in the works.
- 14) The “COMPLETION CERTIFICATE” shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed in accordance of CONTRACT DOCUMENT to his satisfaction.
- 15) 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/OWNER after the period of liability is over.

- 16) The "PERIOD OF LIABILITY" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE, up to 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 defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 17) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the OWNER.
- 18) "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 19) "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.
- 20) "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 OWNER for the purpose of the CONTRACT.
- 21) "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.
- 22) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 23) "TELEX/LETTER OF INTENT" shall mean an intimation by a Telex/Letter to Tenders that the tender has been accepted in accordance with the provisions contained in the letter.
- 24) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day
- 25) "WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.
- 26) "WEEK" means a period of any consecutive seven days.
- 27) "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.
- 28) "VALUE OF CONTRACT" 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..
- 29) "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, tiles, notes, instruction, dimensions, etc. shall be in English Language.
- 30) "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising or 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. "MOBILIZATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as indicated above to begin work at all site (s)/locations as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/OWNER.
- 29) "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 subsystems and can be performed in any sequence as desired by OWNER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by OWNER 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

2. GENERAL INFORMATION

2.1 LOCATION OF SITE

The proposed location of Project site is GAIL, JAMNAGAR.

2.2 SCOPE OF WORK :

The scope of WORK is defined in the Special Conditions of Contract and Specifications. 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 network and distribution system will have to be carried out by the Contractor at his own cost.

Alternatively the OWNER at his discretion may endeavor to provide water to the Contractor at the OWNER's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Owner and other pipe net works from source of supply and such distribution pipe network shall have the 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 40 Paise per kilo liter, which will be deducted from the running account bills.

2.4 POWER SUPPLY :

- 2.4.1 Subject to availability, OWNER will supply power at 400/440V 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 Metres away from the CONTRACTOR'S premises. All the works will be done as per IEA 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 metres, fuses, and switches etc. for purpose of payment to the OWNER which should be in the custody and control of the OWNER. The cost of power supply shall be payable to the OWNER every month at Rs. 2.00 per Kwh for Construction Works power which would be deducted from the running account bills. The OWNER shall not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained.
- 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 OWNER 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 OWNER 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 there from.
- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factor 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 OWNER at the penal rate determined by the OWNER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR'S colony near the plant site be determined by the OWNER 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 area and colony shall be sufficiently illuminated to avoid accidents.

- 2.4.7 The CONTRACTOR will have to provide and install his own light and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the OWNER
- 2.4.8 In case of damage of any of the OWNER'S equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the OWNER reserves the right to recover the cost of such damage from the CONTRACTOR'S bill. Cost of HRC Fuses replaced at the OWNER'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 up to 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP slip ring 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 electric lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied by the OWNER.
- 2.4.11 The total requirement of power shall be indicated by the Bidder alongwith his tender.

2.5 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP:

The OWNER 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 the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the OWNER reserves the right to ask the CONTRACTOR, any time during the currency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. A token rent of Rs. 2/- per hectare or part thereof per annum or part thereof shall be charged for the land so occupied.

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 OWNER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted and or complex area without written permission of the OWNER.

No unauthorized 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 OWNER or his authorized representative.

No person except for authorized watchman shall be allowed 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 BIDDERS

3.0 SUBMISSION OF TENDER:

- 3.1 Tender must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the BIDDER in page 1,2 and 3 of Tender Document. The rate shall be filled only in the scheduled given in this Tender Document.
- 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. The Bidder 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 along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in Twos sets.
- 3.4 Bidders 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, superscripting "QUOTATION DO NO OPEN" Tender for -----Project, GAIL (INDIA) LIMITED due for opening on-----

The full name, address, and telegraphic address of the Bidders shall be written on the bottom left hand corner of the sealed cover.

4.0 DOCUMENTS:

4.1 GENERAL

The tenders as submitted, will consist of the following :

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the Bidder 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 authorized representative has signed the tender, as required by Clause 4.5 hereof.
- iv) Income tax clearance certificates (ITCC) and sales tax clearance certificate in original or true copies duly attested by Government Gazetted Officer in the Performa prescribed in the Govt. of India should accompany the tender. The ITCC should be in the name of the firm/individual quoting for the work. In the absence of ITCC Bidder may not be awarded the work tendered for, in light of Central Government directive/instructions.
- v) Information regarding Bidders in the proforma enclosed.
- vi) Details of work of similar type and magnitude carried out by the Bidder in the proforma given in the end of this booklet.
- vii) Organization chart giving details of field management at site, the Bidder proposes to have for this job.
- viii) Details of construction plant and equipments available with the tender for using in this work in the proforma enclosed under the head information regarding equipments which the Bidder proposes to use for this work"
- ix) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- x) Latest Balance Sheet and Profit & Loss Account duly audited.
- xi) Details of present commitment as per proforma enclosed to tender
- xii) Data required regarding SUB-CONTRACTOR (s) Suppliers/Manufacturers and other technical informations the Bidder wish to furnish.
- xiii) List showing all enclosures to tender.

4.2 ALL PAGES ARE TO BE INITIALED :

All signatures in Tender Documents shall be dated, 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 BIDDER or by a person holding power of attorney authorizing him to sign on behalf of the Bidder before submission of tender.

4.3 RATES TO BE IN FIGURES AND WORDS :

The Bidder 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 Bidder.

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 tender shall be taken as correct.
- b) When the rate quoted by the Bidder in figures and words tally but the amount is incorrect the rate quoted by the Bidder 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 alternation (s) in the entries of tender paper shall be signed in full by the BIDDER with date. No erasure or over righting is permissible.

4.5 SIGNATURE OF BIDDER :

4.5.1 The TENDER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the BIDDER 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 authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized 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 Bidder 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 Bidder should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of OWNERS, location of sites, an value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence (s).

5.0 TRANSFER TO TENDER DOCUMENTS :

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

6.0 EARNEST MONEY :

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 tenders will not be allowed to attend the tender opening, Earnest Money can be paid in Demand Drafts, or Bank Guarantee of State Bank of India or any Nationalized Bank in favour of GAIL (INDIA) LIMITED.

NOTE : The Bank Guarantee so furnished by the Bidder shall be in the proforma prescribed by the OWNER. No interest shall be paid by the OWNER on the Earnest Money deposited by the Bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the dated of opening of tender.

The Earnest Money deposited by successful Bidder will be retained towards the Security Deposit for the fulfillment of the CONTRACT, but shall be forfeited if the Bidder fails to deposit the requisite Initial Security Deposit as per clause 10 hereof and/or fails to start work within a period of 21 days or fails to execute the AGREEMENT within 10 days of the receipt by him of the Notification of Acceptance of Tender.

NOTE : The Earnest Money of the unsuccessful Bidders will be refunded by GAIL directly to the Bidder's within a reasonable period of time. Correspondence in this regard may be addressed to GAIL directly by the BIDDERS.

7.0 VALIDITY :

Tender submitted by Bidders shall remain valid for acceptance for a period of "SIX MONTHS" from the date of opening of the tender. The Bidders shall not be entitled during the said period of four months, without the consent in writing of the OWNER, 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 OWNER in writing, the OWNER shall forfeit Earnest Money paid by him along with tender.

8.0 ADDENDA/CORRIGENDA

8.1 Addenda/Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tender to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/corrigendum issued by the project manager will be distributed in duplicate to each person or organization to whom a set of Tender Documents has been issued. Recipient will retain Bidder's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued by the Project Manager shall become part of Tender Documents.

9.0 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER :

The right to accept the tender will rest with the OWNER. The OWNER, 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. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. 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 of any additional conditions are liable to be rejected.

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

10.0 TIME SCHEDULE :

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE given in Appendix-I. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN-CHARGE.

10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/weekly construction-programme will be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of works 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 in degree of achievement, the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11.0 BIDDER'S RESPONSIBILITY :

The intending Bidders shall be deemed to have visited the SITE and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS.

12.0 RETIRED GOVERNMENT OR COMPANY OFFICERS :

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineer or Administrative duties in an Engineering Department of the States/Central Government or of the OWNER 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 OWNER without the previous permission of the OWNER. 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 had not obtained the permission of the State/Central Government or of the OWNER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.

13.0 SIGNING OF THE CONTRACT :

The successful Bidder shall be required to execute an AGREEMENT in the proforma attached with Tender Document within 21 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful Bidder to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

14.0 FIELD MANAGEMENT & CONTROLLING/COORDINATING AUTHORITY :

14.1.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the OWNER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions.

14.1.2 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 executed the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

15.0 NOTE TO SCHEDULE OF RATES :

15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.

15.2 The Bidder 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 conditions 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 Bidder to the Schedule of Rates shall be brought out in the terms and conditions of 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 alternation of the rates quoted and accepted.

15.5 The OWNER reserves the right to interpolate the rates for such items of work falling between similar items or lower and higher magnitude.

16.0 POLICY FOR TENDERS UNDER CONSIDERATION :

16.1 Only those Tenders which are compete 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 GAIL if necessary, will obtain clarifications on the tender by requesting for such information/clarifications from any or all Tenders, either in writing or through personal contact, as may be necessary, and the Bidders are advised to refrain from contacting by any means GAIL or their employee (s)/representative (s) on their own, on matters related to Tenders under consideration. Bidders will not be permitted to change the substance of the Tenders after opening of Tenders.

17.0 AWARD OF CONTRACT :

17.1 The Acceptance of Tender will be intimated to the successful Bidder 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.

18.0 CLARIFICATION OF TENDER DOCUMENT :

- 18.1 The Bidder 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 Bidder is in doubt about the completeness or correctness of any of the contents of the tender Document he should request in writing for an interpretation/clarification to GAIL. GAIL will then issue interpretation/clarification or Bidder 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 Bidder 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.

19.0 LOCAL CONDITIONS :

- 19.1 It will be imperative on each Bidder 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 Bidder are requested to familiarize 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 Bidder 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 clarify of such factors shall be entertained.

20.0 ABNORMAL RATES :

- 20.1 The Bidder 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 Bidder for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the OWNER is convinced about the reasonableness after scrutiny of the analysis for such rate s) to be furnished by the Bidder (on demand).

SECTION – IV

GENERAL OBLIGATIONS

21.0 INTERPRETATION OF CONTRACT DOCUMENTS :

21.1 GENERAL

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. Should there be any discrepancy inconsistency, error or omission in the CONTRACTS or any of them the matter may be referred to ENGINEER-IN-CHARGE who shall give his decisions and issue to the CONTRACTOR instructions directing in what manner the work is to be carried out, The decision of the ENGINEER-IN-CHARGE shall be final and conclusive and the CONTRACTOR shall carry out work in accordance with this decision.

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 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 be used in the interpretation or construction thereof the CONTRACT.

21.3 SINGULAR AND PLURAL :

IN CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires. Words implying 'Persons' shall include relevant 'Corporate Companies/registered Associations/Body of Individuals/Firm or Partner ship' as the case may be.

22.0 SPECIAL CONDITIONS OF CONTRACT :

22.1.1 Special conditions of contract shall be read in conjunction with the General Conditions of Contract specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes even 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.

22.1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract the, 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.

22.1.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF 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.

22.1.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

23.0 CONTRACTOR TO OBTAIN HIS OWN INFORMATION :

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 scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to compete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the CONTRACT 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, soil water and variations thereof, storm, 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 of 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 schedule 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 CONTRACTOR DOCUMENT he shall set forth the particulars hereof in writing to OWNER in duplicate, before signing the CONTRACT. The OWNER will provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by OWNER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the OWNER 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.

24.0 SECURITY DEPOSIT:

- 24.1 A sum of 10% of the accepted value of the tender or the actual value of work done whichever is applicable due to any additional work or any other reasons shall be deposited by the person/persons (here after called the CONTRACTOR) as Security Deposit with the GAIL which will be refunded after the expiry of DEFECTS LIABILITY PERIOD. This may be deposited initially at 2-1/2% of the VALUE OF CONTRACT (referred as INITIAL SECURITY DEPOSIT) within 10 days of receipt by him of the Notification of Acceptance of Tender and the balance 7-1/2% will be recovered in installments through deductions at the rate of 10% of the value of each running account bill till the total Security Deposit amount 10% of value of CONTRACT/actual value of work done is collected. After which no further deductions from bills will be made on this account, subject to Clause 24.3 below.
- 24.2 CONTRACTOR can furnish the initial or total security deposit amount (a) in Demand Draft or (b) through a Bank Guarantee from any Nationalised Bank in the prescribed proforma.
- 24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees shall damage, break, deface or destroy any property belonging to the OWNER 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 OWNER under terms of this CONTRACT may be deducted from or paid by the on casement or sale of a sufficient part of his Security Deposit or from any sums which may be due or may become due to the CONTRACTOR by the OWNER of any account whatsoever and in the event of his Security Deposit 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 realized by sale or his Security Deposit, or any part thereof. No interest shall be payable by the OWNER for sum deposited as security Deposit.

- 24.5 Half of the Security Deposit for the job concerned may, however, be refunded after the expiry of the half the period of liability for that particular job and the balance half on the expiry of the full period of liability.

25.0 TIME OF PERFORMANCE

25.1 TIME FOR MOBILIZATION

The work covered by this CONTRACT shall be commenced within twenty one days after the receipt of the LETTER OF ACCEPTANCE OF TENDER 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 a 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 twenty one 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 programme jointly with the ENGINEER-IN-CHARGE within one month of receipt of LETTER 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 mobilization 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 OF ACCEPTANCE OF TENDER. This network shall also indicate the interface facilities to be provided by the OWNER and the dates by which such facilities are needed.

- 25.2.3 CONTRACTOR shall discuss the network so submitted with the OWNER and the agreed network which may be in the form as submitted with the OWNER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within thirty (30) days from the date opinion of the OWNER 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 GAIL.

26.0 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 Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by respective parties.

The term "Force Majeure" 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 OWNER 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 there by, 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 Majeure shall then stand extended by the period for which the cost last.

If delivery of bought out item and/ or works to be executed by the contractor are suspended by Force Majeure conditions lasting for more than two months the OWNER shall have the option to terminate the contract.

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 effect 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 OWNER shall be at liberty, at any time after such out break of war to terminate the contract by giving notice and 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 operations of the clauses entitled settlement of dispute 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 site all the contractor's equipments and shall give similar facilities of his sub-contractor's to do so.

27.0 COMPENSATION FOR DELAY (LIQUIDATED DAMAGES)

- 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 OWNER'S defaults, the CONTRACTOR shall pay to the OWNER, by way of compensation for delay and not as penalty, a sum @ 1% (One Percent) of the VALUE OF CONTRACT for delay per week on pro-rata for part thereof subject to a maximum of 10% (Ten percent of the VALUE OF CONTRACT. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Compensation for Delay shall be final and binding on the CONTRACTOR.

- 27.2 All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

28.0 RIGHTS OF THE OWNER TO FORFEIT SECURITY DEPOSIT:

Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the GAIL shall be entitled to recover such sum by appropriating in part or whole the Security Deposit 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 GAIL on demand any balance remaining due.

29.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

- 29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commit a breach of any of the provision of the CONTRACT it shall be open to the GAIL at its option by written notice to the CONTRACTOR :

- a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminate and shall cease to be in force and effect on and from the date appointed by the GAIL on that behalf, whereupon the CONTRACTOR shall stop for the with any of the CONTRACTOR'S work then in progress, except such WORK as the GAIL may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, 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 GAIL for any excess cost occasioned by such work having to be so taken over and completed by the GAIL 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 his any of his sureties are liable to the GAIL 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 GAIL

29.2 In such events of Clause 29.1 (a) or (b) above

- a) The whole or part of the Security Deposit furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the GAIL to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the GAIL shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the GAIL 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 CONTRACTOR to the GAIL under the terms of the CONTRACT authorized or required to be reserved or retained by the GAIL.

29.3 Before determining the CONTRACTOR as per Clause 29.1 (a) or (b) provided in the judgment of the OWNER, 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 GAIL may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The OWNER shall also have the right to proceed or take action as per Clause 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 GAIL 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 GAIL which may have accrued upto the date of such termination.

30.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 29 :

In any case in which any of the powers conferred upon the GAIL 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 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 Security Deposit, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the GAIL 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 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 final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent requiring him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR'S expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

29.0 CHANGE IN CONSTITUTION:

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

32.0 TERMINATION OF CONTRACT 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 GAIL 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 OWNER) 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 GAIL in such assessment shall be final and binding on the parties. In the event of such cancellation, the GAIL shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

33.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE :

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

34.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION :

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

35.0 CONTRACTOR'S OFFICE AT SITE :

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.

36.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

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

- 36.2 If and whenever any of the CONTRACTOR'S or SUB-CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the OWNER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the work, 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 placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repartiate 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 behavior 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 of 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 employees so trespassing, the CONTRACTOR shall be responsible therefore and relieve the OWNER 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 OWNER on account of deployment of CONTRACTOR'S staff etc. or incidental or arising out of the execution of CONTRACT.
- 36.4 If an when required by the OWNER and CONTRACTOR'S personnel entering upon the OWNER'S premises shall be properly identified by badges of a type acceptable to the OWNER which must be worn at all times on OWNER'S premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from OWNER to work within operating areas. These being safety requirements, non relaxations on any account shall be given to CONTRACTOR.

37.0 SUB-LETTING OF WORKS:

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 whosoever without the consent in writing, of the OWNER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The OWNER 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 WORK and the performance of all the conditions 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.

- iv) **OWNER 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 OWNER 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 OWNER 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 OWNER 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 OWNER shall have right to remove such SUB-CONTRACTOR(S) from the site.

38.0 POWER OF ENTRY:

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.

- (vi) Fail to carry out the WORK in conformity with the CONTRACT documents.
- (vii) Fail to carry out the WORK in accordance with the Time Schedule, or.
- (viii) Substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE or.
- (ix) Fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- (x) Fail to supply sufficient or suitable construction plant, temporary works, labour materials or things, or.
- (xi) 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.
- (xii) If the CONTRACTOR shall abandon the WORK or.
- (xiii) 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 OWNER shall have the power to enter upon the WORK and take possessive thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the OWNER OWNER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize 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 OWNER 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 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 OWNER by the CONTRACTOR and the OWNER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

39.0 CONTRACTOR'S RESPONSIBILITY WITH THE MECHANICAL, ELECTRICAL, INTER COMMUNICATION SYSTEM, AIR-CONDITIONING CONTRACTORS AND OTHER AGENCIES:

Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs, beams and columns etc. and making good the same to the desired finish as per specifications, 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, before communicating his approval to the scheme, with any required modifications, 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 OWNER indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such stains, ordinances, laws, rules, regulations etc.

40.0 OTHER AGENCIES AT SITE :

The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

41.0 NOTICE :

41.1 TO THE CONTRACTOR :

Any notice hereunder may be served on the CONTRACTOR or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.

41.2 TO THE OWNER :

Any notice to be given to the OWNER under the terms of the CONTRACT 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) LIMITED addressed to the HEAD/SITE-IN-CHARGE.

42.0 RIGHT OF VARIOUS INTERESTS :

- i) The OWNER 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 OWNER or by other agency (ies) employed by the OWNER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

43.0 PATENTS AND ROYALTIES :

- 43.1** The CONTRACTOR, if licensed under any patent covering equipment machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this CONTRACT. In the event of the CONTRACTOR fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the CONTRACTOR or the OWNER as 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 OWNER if the CONTRACTOR has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the OWNER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to OWNER, together with the right to extend the same to any of the subsidiaries of the OWNER as irrevocable, royalty free license to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

- 43.2 All charges on account of royalty, 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 OWNER) 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 OWNER 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 OWNER 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 OWNER of the process included in the design prepared by the OWNER and used in the operation of the plant infringes on any patent right. With respect ---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 OWNER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44.0 LINES :

- 44.1 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid the OWNER 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 shall refund or pay to the OWNER all money that the latter may be compelled pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same.
- 44.2 The OWNER shall have lie 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 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 OWNER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the OWNER 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 OWNER will defend at his own expense, any claim or litigation in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation brought against the OWNER or the CONTRACTOR by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

45.0 DELAYS BY OWNER OR HIS AUTHORIZED AGENTS:

- 45.1 In case the CONTRACTOR'S performance is delayed due to any act or omission on the part of the OWNER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the OWNER 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 in the OWNER 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 to arrange for working by CONTRACTOR'S personnel for additional time beyond stipulated working hours as also on Sundays and Holidays and achieve the completion date/interim targets.

46.0 PAYMENT IF THE CONTRACT IS TERMINATED:

- 46.1 If the CONTRACT shall be terminated as per Tender, the CONTRACTOR shall be paid by the OWNER 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 of the work 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 OWNER 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 the manner and as directed by the OWNER.

- a) Any and all completed works.
- b) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

47.0 NO WAIVER OF RIGHTS:

Neither the inspection by the OWNER any or their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER shall operate as a waiver of any provision of the CONTRACT or of any power herein reserved to the OWNER, 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 or subsequent breach.

48.0 CERTIFICATE NOT AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR:

No interim payment certificates of the OWNER, nor any sum paid on account by the OWNER, nor any extension of time for execution of the Work granted by OWNER shall affect or prejudice the rights of the OWNER 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 OWNER to pay for alterations, amendments, variations or additional works not ordered, in writing, by OWNER 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 OWNER

49.0 LANGUAGE AND MEASURES:

All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, Operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

50.0 TRANSFER OF TITLE:

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the OWNER for all Supplies till the same are finally accepted by the OWNER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the OWNER shall have the lien on all such works; performed as soon as any advance or progressive payment is made by the OWNER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this contract.

51.0 RELEASE OF INFORMATION

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 descriptions of the site dimensions, quantity or other information, concerning the Work unless prior written permission has been obtained from the OWNER.

52.0 BRAND NAMES:

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, BIDDER may offer other similar equipments provided it meets the specified standard design and performance requirements.

53.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

54.0 SPARES:

54.1 The CONTRACTOR shall furnish to the OWNER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE. 3(Three) months before COMMISSIONING.

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

54.2 The CONTRACTOR guarantees the OWNER 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 OWNER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION – V

PERFORMANCE OF WORK

55.0 EXECUTION OF WORK:

All the works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specifications and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

56.0 CO-ORDINATION AND INSPECTION OF WORK :

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 issued by the ENGINEER-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgment within 12 hours.

57.0 WORK IN MONSOON AND DEWATERING :

57.1 The execution of the WORKS may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.

58.0 WORK ON SUNDAYS AND HOLIDAYS :

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 violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

59.0 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK :

59.1.1 The working time at the site of work is 48 hours per week, Overtime work is permitted in cases of need and the OWNER 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 OWNER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.

59.1.2 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 OWNER will not entertain any claim for idle time payment whatsoever.

59.1.3 The CONTRACTOR shall submit to the GAIL /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 strength at worksite, as directed by the ENGINEER-IN-CHARGE.

60.0 ALTERNATIONS IN SPECIFICATIONS, DESIGNS AND EXTRA WORKS:

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price/item rate quoted by him, the OWNER 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 OWNER requests in writing to the CONTRACTOR to upgrade the specifications or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT. In such cases, a change order will be initiated by the CONTRACTOR at the appropriate time for the OWNER'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 power 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 carryout 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, omission 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 out 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 of the altered, additional or substituted WORK can not be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% 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. 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 15% (fifteen percent) to cover all contingencies, overhead, profits to arrive at the rates. Provisions contained in sub-clause (a) to (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 ($\pm$) 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 Bidder 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 Lump sum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER-IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61.0 DRAWINGS TO BE SUPPLIED BY THE OWNER

- 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 OWNER shall be returned to the OWNER on completion of the WORK.

62.0 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

- 62.1 The drawings/data 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 OWNER.

63.0 SETTING OUT WORKS:

- 63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of 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 precaution to prevent their removal or disturbance and shall be responsible for the consequences 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 centre 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, string and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the ENGINEER-IN-CHARGE. The centre, 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.

64.0 RESPONSIBILITY FOR LEVEL AND ALIGNMENT :

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

65.0 MATERIALS TO BE SUPPLIED BY CONTRACTOR :

- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the OWNER and shall make his own arrangement for procuring such materials and for the transport thereof. The OWNER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The OWNER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.
- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.
- 65.3 No material shall be dispatched from the CONTRACTOR'S stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

66.0 STORES SUPPLIED BY THE OWNER :

- 66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the OWNER'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 therefore 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 OWNER 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 OWNER 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 OWNER'S stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the OWNER 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 OWNER'S stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR'S cost.
- 67.0 CONDITIONS FOR ISSUE OF MATERIALS:**
- i) Materials specified as to be issued by the OWNER will be supplied to the CONTRACTOR by the OWNER 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 OWNER 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 OWNER shall be issued in standard sizes as obtain 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 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 OWNER, 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 OWNER shall not be liable for delay in supply or non-supply of any materials which the OWNER has undertaken to supply where such failure or delay is due to nature calamities act of enemies, transport and procurement difficulties and any circumstances beyond the control of the OWNER. 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 OWNER. 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 OWNER or procure the materials from the market or 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 utilized 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 OWNER.
 - 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 OWNER 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 OWNER 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 where from they were issued or to the place as directed by the ENGINEER-IN-CHARGE.
 - xiii) Materials/Equipment(s) supplied by OWNER shall not be utilized for any purpose(s) than issued for.

68.0 MATERIAL PROCURED WITH ASSISTANCE OF OWNER/ RETURN OF SURPLUS:

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 OWNER either by issue for OWNER'S stock or purchases made under order or permits or licenses issued by Government, the CONTRACTOR shall hold the said materials as trustee for the OWNER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the OWNER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of materials. The price allowed to the CONTRACTOR, however shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licenses or permits and/or criminal breach of trust, be liable to compensate the OWNER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

69.0 MATERIALS OBTAINED FROM DISMANTLING :

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 OWNER'S property and will be disposed off to best advantage of the OWNER.

70.0 ARTICLES OF VALUE FOUND :

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 OWNER 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 OWNER.

71.0 DISCREPANCIES BETWEEN INSTRUCTIONS :

Should a discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR'S staff and the ENGINEER-IN-CHARGE'S staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

72.0 ACTION WHERE NO SPECIFICATION IS ISSUED :

In case of any class of WORK for which there is no SPECIFICATION supplied by the OWNER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

73.0 INSPECTION OF WORKS :

73.1.1 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 CONTRACTOR 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 to 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.

73.1.2 No material shall be dispatched from the CONTRACTOR'S stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE. The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER-IN-CHARGE.

73.1.3 The CONTRACTOR shall make available to the ENGINEER-IN-CHARGE free cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74.0 TEST 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 OWNER by paying the charges as decided by the OWNER from time to time. In case of non-availability of testing facility with the OWNER, 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 OWNER.
- 75.0 SAMPLES FOR APPROVAL:**
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 sample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.
- 76.0 ACTION AND COMPENSATION IN CASE OF BAD WORK:**
If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorized representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1% (one percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE as to any question arising under this clause shall be final and conclusive.
- 77.0 SUSPENSION OF WORKS :**
i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.
ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.
- 78.0 OWNER MAY DO PART OF WORK :**
Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER 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 OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such WORK and materials 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 OWNER.
- 79.0 POSSESSION PRIOR TO COMPLETION :**
The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.
- 80.0 DEFECT LIABILITY :**
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 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 the other work and deduct actual cost incurred towards labour, supervision and materials, consumables or otherwise 100% towards overheads(of which certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may be then or at any time thereafter ,become due to the CONTRACTOR or from his security deposit, or the proceeds of sale thereof or a sufficient part thereof.
80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.
If during the period of liability any portion of the WORK/equipment, is found defective and is rectified /replaced ,the period of liability for such 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, guarantee /warrantees for the replaced equipment shall also be passed to the OWNER.

81.0 CARE OF WORKS :

From the commencement of work, the Contractor shall take full responsibility for the care of all the 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 of the WORK shall be in good order and in conformity in every respect with the requirements 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 work 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 fulfil the requirements of CONTRACT, 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 OWNER may take, at the cost of CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER 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 which they are intended and except for maintenance thereof provided in clause 80.1 of GCC) and have passed the tests 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 been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK have been divided in to various groups in the CONTRACT, the OWNER 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 is related to the integrated system of the work, notwithstanding date of grant of Completion Certification 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 have 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 OWNER 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 OWNER.

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

82.0 GUARANTEE/TRANSFER OF GUARANTEE :

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 OWNER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/firm is not prepared to furnish a guarantee to the OWNER, the CONTRACTOR shall give that guarantee to the OWNER directly.

83.0 TRAINING OF OWNER'S PERSONNEL :

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the OWNER at the works of the CONTRACTOR without any cost to the OWNER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the OWNER. 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 the 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. OWNER shall bear only the to and fro fare of the said engineering personnel.

84.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS :

84.1 If during the progress of the WORK; OWNER/GAIL 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, OWNER 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 OWNER of or effect any rights under the CONTRACT, the OWNER 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 OWNER 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 OWNER for such replacements and the CONTRACT Price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER 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 OWNER under the CONTRACT for such defective plant.

85.0 DEFENSE OF SUITS :

If any action in court is brought against the OWNER or GAIL or an officer or agent of the OWNER. 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 OWNER, and GAIL and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

86.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES :

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tolls, 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 OWNER 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. Bidder in his own interest may contact, for any clarifications in the matter, the office of Chief Controller of Imports and Exports, Ministry of Commerce, Govt. of India, Udyog Bhawan, Maulana Azad Road, New Delhi – 110001. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

SECTION – VI

CERTIFICATES AND PAYMENTS

87.0 SCHEDULE OF RATES AND PAYMENTS :

i) **CONTRACTOR'S REMUNERATION :**

The price to be paid by the OWNER 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 OWNER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required through the CONTRACT DOCUMENT may not fully and precisely furnish them. Bidder'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 limited 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 additional 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 for the proceeding 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 material, 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 and indemnity to the OWNER 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 Custom 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 of Rates. The contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

vi) **SCHEDULE IF RATES T O 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 OWNER 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 OWNER 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.

88.0 PROCEDURE FOR MEASUREMENT AND BILLING OF WORK IN PROGRESS :

88.1 BILLING PROCEDURE :

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

88.1.1 All measurement shall be recorded in quadruplicate standard measurement sheets duly approved by GAIL and submitted to GAIL for scrutiny and passing.

88.1.2 GAIL shall scrutinized and checked the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets. Distribution of the checked measurement sheets as follows:

88.1.3 One copy to be retained by ENGINEER-IN-CHARGE.

88.1.4 Three copies to be forwarded to GAIL F&A deptt. out of which one copy shall be returned to the contractor after passing of the bill.

88.1.5 GAIL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurement within 21 (twenty one) days from the date of certification by the ENGINEER-IN-CHARGE.

88.1.6 Measurements shall be recorded as per the methods of measurement spelt out in SPECIFICATIONS / CONTRACT DOCUMENT.

88.1.7 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with 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.

88.2 SECURED ADVANCE ON MATERIAL:

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 certificates shall be rounded off to the nearest rupees., i.e. sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

89.0 LUMP SUM IN TENDER :

For the item in tender where it includes lump-sum in respect of parts of WORK, the CONTRACTOR shall be entitled to payment in respect of the items at the same rates as are payable under this CONTRACT for such items or if the part of the WORK in question is not, in the opinion of the ENGINEER-IN-CHARGE capable of measurement or determination, the OWNER may at his own discretion pay the lump-sum amount entered in the tender or a percentage there of and the certificates in writing of the ENGINEER-IN-CHARGE shall be final and conclusive against the CONTRACTOR with regards to any sum or sums payable to him under the provisions of this clause.

90.0 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE :

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 OWNER 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 certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties.

91.0 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE " Registered post with Acknowledgement" within ten days from the ordering of any work or happening of any event upon which the CONTRACTOR bases such claim and such notice shall contain full particulars of the nature of such claim with full details and amounts claimed. Further, contractor shall quantify the claim within 30 days of such notice, clearly indicating the extent of liability on the part of the GAIL. Failure on the part of the CONTRACTOR to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the OWNER to reject any such claim and no delay in dealing therewith shall be waiver by the OWNER of any rights in respect thereof.

91.2 OWNER shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the OWNER, irrespective of the outcome of such claims. Where additional payments for WORK considered extra are justifiable in accordance with the CONTRACT provision, OWNER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by OWNER 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 Interpol ration/extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92.0 PAYMENT OF CONTRACTOR'S BILL:

- 92.1 No payment shall be made for works estimated to cost less than Rs. 10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 10,000/- that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Security Deposit taxes etc.
- 92.2 Payment due to the CONTRACTOR shall be made by the OWNER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In case will OWNER be responsible if the cheque is mislaid or mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp shall be made in Indian Currency.
- 92.3 In general payment of final bill shall be made to CONTRACTOR within 120 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93.0 RECEIPT FOR PAYMENT :

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

94.0 COMPLETION CERTIFICATE :

94.1 APPLICATION FOR COMPLETION CERTIFICATE :

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The CONTRACTOR may apply for separate COMPLETION CERTIFICATE in respect of each such portion of the WORK by submitting the completion documents along with such application for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE, shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving an 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 compete and taken over by the OWNER, until all the temporary works, labour and staff colonies etc., constructed, are removed and the worksite cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fail 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 expenses 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 of surplus materials as aforesaid except for any sum actually realized 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 corrections 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 test performed for various WORKS.
- vi) Material appropriation Statement for the materials issued by the OWNER for the WORKS and list of surplus materials returned to the OWNER'S store duly supported by necessary documents.

95.0 FINAL DECISION AND FINAL CERTIFICATE :

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 OWNER 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 OWNER.

96.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION :

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 OWNER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

97.0 DEDUCTIONS FROM THE CONTRACT PRICE :

All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER 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 OWNER may, then deduct the amount from any moneys due i.e. Security Deposit 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.

SECTION – VII

TAXES AND INSURANCE

98.0 TAXES, DUTIES, OCTROI ETC:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octrois 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 with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the CONTRACTOR further agrees to comply, to secure 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 OWNER 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, regulations or requirements and also from all claims suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority of 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.

99.0 SALES TAX/TURNOVER TAX :

Bidder 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 or components used by the CONTRACTOR in execution of the CONTRACT. OWNER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

100.0 Excise Duty on items fabricated at site, if applicable at a later date will be paid by GAIL; at actuals, on production of documentary evidence (S)

Bidder should quote prices inclusive of excise duty applicable on finished product. However, any variations in Excise Duty on finished product shall be, to the owner's account and Contractor will furnish documentary evidence (s) in support of their claims to GAIL.

101.0 INSURANCE :

101.1 GENERAL

Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER 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 OWNER 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 OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR 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 OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of documents shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER 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 OWNER. 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 OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, 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 1984 and the CONTRACTOR further agrees to defend, indemnify the hold OWNER 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, ad also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR whether brought by employees of the 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 the 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 the SUB-CONTRACTOR to remit to the Sate 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 OWNER 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, 1984, 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 required 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) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER :

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 OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.

iv) ACCIDENT FOR INJURY TO WORKMEN :

The OWNER 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 OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER 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.

v) 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.

102.0 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :

- i) CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, 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-CONTRACTOR.
- 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 OWNER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER 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 OWNER 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 OWNER harmless of all claims for damage to property other than OWNER'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 AND ARBITRATION

103.0 LABOUR LAWS :

- 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 law and keep the OWNER 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 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 or rules made there under and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wages Act 1936 Minimum Wages Act 1948. Employers liability act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 contract labour Regulation and Abolition Act 1970, Employment of Children Act 191938 or any modifications thereof or any other law relating thereto and rules made there under 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 OWNER 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 filing 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 OWNER a sum exceeding Rs. 50.00 as liquidated Damages for every default, beach 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 WORKS put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Security deposit of the CONTRACTOR and credit the same to the Welfare fund constituted under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104.0 IMPLEMENTATION OF APPRENTICES ACT, 1961 :

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

105.0 CONTRACTOR TO INDEMNIFY THE OWNER :

- i) The CONTRACTOR shall indemnify the OWNER and every member, office and employee of the OWNER, also the ENGINEER-IN-CHARGE his staff against al 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 OWNER 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 OWNER 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 OWNER 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 OWNER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the OWNER 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 OWNER 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 OWNER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the OWNER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of OWNER under Section 12, sub-section (2) of the said act, OWNER shall be at liberty to recover such amount or any part thereof by deduction it from the Security deposit or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The OWNER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said ac, except on the written request of the CONTRACTOR and upon his giving to the OWNER full security for all costs for which the OWNER might become liable in consequence of contesting such claim.

106.0 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS :

- 106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR'S part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the OWNER from time to time for the protection of health and sanitary arrangements for all workers.
- 106.2.1 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.

107.0 ARBITRATION :

- 107.1 All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the WORKS or the execution or maintenance thereof of this CONTRACT or the rights touching or concerning the WORKS or the execution effect thereof or to the rights or to liabilities or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as herein after provided.
- 107.2 For the purpose of appointing the sole arbitrator referred to above, the appointing authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three name persons who shall all the presently unconnected with the organization for which the WORK is executed.
The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the CONTRACTOR fails to communicate such selection and appoint the selected person as the Sole Arbitrator.
If the Appointing Authority fails to send to the CONTRACTOR the panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the CONTRACTOR accordingly, the CONTRACTOR shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.
If the Arbitrator so appointed is unable to or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
The WORK under the CONTRACT shall, however continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The venue of arbitration shall be JAMNAGAR (GUJARAT).

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any, of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

107.3 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 amicable by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No. 55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

108.0 JURISDICTION:

The CONTRACTOR 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 disputes, actions and proceedings.

SECTION – IX

SAFETY CODE

109.0

GENERAL:

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

110.0

SAFETY REGULATIONS:

- i) In respect of all labour, directly or indirectly 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 OWNER. Before starting construction work CONTRACTOR shall consult with OWNER'S safety Engineers or ENGINEER-IN-CHARGE and must make good to the satisfaction of the OWNER 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 OWNER'S existing property.

111.0

FIRST AID AND INDUSTRIAL INJURIES:

- 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 OWNER 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 OWNER, and a copy of CONTRACTOR'S report covering each personal injury requiring the attention of a physician shall be furnished to the OWNER.

112.0

GENERAL RULES :

Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharge immediately.

113.0

CONTRACTOR'S BARRICADES :

- i) CONTRACTOR shall erect and maintain barricades required in connection with operation to guard or protect.
 - a) Excavations
 - b) Hosing Areas
 - c) Areas adjudged hazardous by CONTRACTOR'S or OWNER'S inspectors.
 - d) OWNER'S existing property subject to damage by CONTRACTOR'S Operations.
 - e) Rail road unloading spots.
- ii) CONTRACTOR'S employees and those of his SUB-CONTRACTOR'S shall become acquainted with OWNER'S barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routs of travel shall be marked by red flasher lanterns at nights.

114.0

SCAFFOLDING :

- i) Suitable scaffoldings should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such, scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of the gangway or the stairway is more than 4 metres above ground-level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- iv) Every opening in the floor of a building or in working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height 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 a ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length, For longer ladder this widths should be increased at least 5 mm for each additional foot of length. Uniform steps spacing shall not exceeding 30cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of 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, 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 proceedings to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115.0

EXCAVATION AND TRENCHING :

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 trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres 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.

116.0 **DEMOLITION/GENERAL SAFETY :**

- i) Before any demolition work is commenced and also during the progress of the demolishing 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 materials which are injurious to the eyes shall be provided with protective goggles.
 - c) Those engaged in welding and cutting works shall be provided with protective face and eye shields, 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 at least 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 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 ready made 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 work.
- iii) When the work is done near any place where there is a 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 a 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 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 which 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 appliance should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
 - 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 footpaths at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.
In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety Code and Indian Standard Safety Code from time to time.
- 117.0 CARE IN HANDLING INFLAMMABLE GAS :**
The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders /liquids/paints etc. as required under the law and /or as advised by the fire Authority of the OWNER.
- 118.0 TEMPORARY COMBUSTIBLE STRUCTURES :**
Temporary combustible structures will not be built near or around work site.
- 119.0 PRECAUTIONS AGAINST FIRE:**
The CONTRACTOR will have to provide Fire Extinguishers/Fire Buckets and drums at worksite as recommended by the ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquids/paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work site.
- 120.0 EXPLOSIVES:**
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 works 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 OWNER against any loss or damage resulting directly or indirectly there from.
- 121.0 MINES ACT:**
121.1 SAFETY CODE The CONTRACTOR shall at his own expense arrange for the safety provision 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 necessary facilities as aforesaid ,the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

121.2.1 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 Office 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 the provisions of the MINES ACT,1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules AND regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the OWNER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any person employed by him or otherwise.

122.0 PRESERVATION OF PLACE:

The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for preservation of peace and protection of the inhabitants and security of property in the neighborhood of the work.. In the event of the OWNER requiring the maintenance of a special police force at or in the vicinity of the site during tenure of the works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the OWNER shall be recoverable from the CONTRACTOR.

123.0 OUTBREAK OF INFECTIOUS DISEASES:

The CONTRACTOR shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE. Should Cholera, Plague or any other infectious diseases breakout the CONTRACTOR shall burn the huts, clothes, and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required ,failing which the work may be done by the OWNER and the cost thereof recovered from the CONTRACTOR.

125.0 USE OF INTOXICANTS :

The unauthorized sale of spirits or other intoxicating 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 Safety Code framed from time to time.

PERFORMA OF AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF
AND TWO) BETWEEN M/S _____ 2002 (TWO THOUSAND
_____ in the town of _____ 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 the GAIL (INDIA) LIMITED hereinafter called the OWNER (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 OWNER 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 the WORK specified in the TENDER documents and satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and the ground, the form and the 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 there to and the accommodation he may require and has made things 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 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 Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, The Time Schedule of 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 through separately set out herein and are included in the expression CONTRACT wherever herein used.

AND WHEREAS

The OWNER 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 WORK and finally approved by OWNER (herein after called Schedule of Rates) upon the terms and subjects to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH & 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 the OWNER 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 the stipulations mentioned in the CONTRACT.
2. In consideration of the due provision execution and completion of the said WORK, the OWNER does agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such times in such manner as provided for in the CONTRACT.

AND

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 OWNER for the services rendered by the OWNER to the CONTRACTOR, such as power, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards loss, damage to the OWNER'S equipments, materials, construction plants and machinery, such payments to be made at such time and such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the OWNER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in 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 OWNER shall have an absolute and unfettered right to take full possession of SITE and 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 OWNER 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 OWNER 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 OWNER 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 year first above written.

**Signed and Delivered for and
on behalf of OWNER.**

**Signed and Delivered for and
on behalf of CONTACTORS.**

(GAIL (INDIA) LIMITED)

DATE: _____

DATE: _____

PLACE: _____

PLACE: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act)

Ref.-----

Bank Guarantee No.-----

Date-----

To

M/s GAIL (India) Limited,
C/o. RIL-RRTF Area, Moti Khavadi,
P.O. Digvijayagram, Jamnagar – 361 140 (Gujarat)

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----

M/s-----having their Registered/Head Office at-----
------(hereinafter called the Bidder) wish to participate in the said tender for-----

As an irrevocable Bank Guarantee against Earnest Money Deposit for an 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 Tender Document.

We, the -----Bank at-----

having our Head Office -----

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

This guarantee shall be irrevocable and shall remain, valid upto----- (This date should be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s-----
----- on whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-day of -----2003----- at -----

WITNESS :

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp
Attorney as per _____
Power of Attorney No. _____
Date : _____

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To :

M/S GAIL (INDIA) LIMITED,
 C/o. RIL-RRTF Area, Moti Khavadi,
 P.O. Digvijayagram, Jamnagar – 361 140 (Gujarat)

Dear Sirs,

M/s _____ have been awarded the work of _____ for GAIL (India) Limited, JAMNAGAR – 361 008, (GUJARAT). The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify GAIL (India) 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 GAIL (India) Limited, we shall on demand pay 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 your 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 save said but shall in all respects and for all purpose 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 instructions from M/s----- on whose behalf this guarantee is issued.
6. 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 authorized to sign on behalf of the
 Bank.

PERFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY OWNER**(To be executed on no-judicial stamped paper of appropriate value)**

WHEREAS GAIL (INDIA) LIMITED (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, Bhikaji 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 from the date that the same or relative part of them thereof was supplied to the CONTRACTOR upto and until the date of return to GAIL of the said material or relative part of item thereof or completed fabricated works work (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, 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 an 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 fulfill 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 an of the said material or item of 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 works) 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 a 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 executer 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