



# **GAIL (India) Limited**

(A Govt. of India Undertaking)

A Navratna Company

NEW DELHI, INDIA

## **KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT**

### **BID DOCUMENT FOR**

### **TOPOGRAPHIC, GEO-TECHNICAL AND HYDROLOGICAL SURVEY**

**UNDER LIMITED DOMESTIC COMPETITIVE BIDDING**

***Bid Document No.: 05/51/23M3(PH-1)/GAIL/001A-i)***

**E-Tender no. 8000001789**

**VOLUME – I OF I**



**PREPARED AND ISSUED BY**

**MECON LIMITED**

(A Govt. of India Undertaking)

Delhi, India

## MASTER INDEX

Bid Document No. 05/51/23M3(PH-1)/GAIL/001A-i)

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**INVITATION FOR BID ( IFB)- LIMITED DOMESTIC COMPETITIVE BIDDING BASIS**

**FOR  
TOPOGRAPHIC, GEO-TECHNICAL AND HYDROLOGICAL SURVEY FOR KOCHI  
KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT**

**Bid Document No. 05/51/23M3(PH-1)/GAIL/001A-i)**

**Date : 15.03.2010**

**1.0 INTRODUCTION:**

M/s GAIL(I) Ltd. proposes to lay a an 30" NB x 25.77 Km pipeline from PLL Terminal to Periyar River ( Karmallur in Paravur Taluk in Ernakulam District ) and 16" x 17.29 Km Spurline from TOP on Mainline Phase – I to FACT Cochin Division, Ambalamedu

**2.0 BRIEF SCOPE OF BID:**

The Scope of Work under this tender (refer Part E) is to carry out Topographic survey and Geo-technical Survey of Plots for various terminals, SV stations, and it's approaches and Geotechnical investigations with Hydrological & Topographical survey of Major Water bodies en route of pipeline and Geotechnical investigations along the National Highway corridor.

**3.0 SALIENT FEATURES OF BIDDING DOCUMENT**

- |    |                                          |   |                                                                                                                                                  |
|----|------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | Bidding Document No                      | : | 05/51/23M3(PH-1)/GAIL/001A-i)<br><b>E-Tender no. 80000001789</b>                                                                                 |
| b) | Bidding Document on Website              | : | From 15.03.2010 to 07.04.2010                                                                                                                    |
| c) | Bid Security                             | : | Rs. 1,72,000/- (Rupees One lakhs Seventy Six Thousand only)                                                                                      |
| d) | Pre-Bid Conference                       | : | 1130 Hrs. IST on <b>23.03.2010</b> at<br>MECON Limited,<br>15 <sup>th</sup> Floor, Scope Minor,<br>Laxmi Nagar District Center<br>Delhi - 110092 |
| e) | Last Date and time of submission of Bids | : | 1400 Hrs. IST on <b>07.04.2010</b>                                                                                                               |
| f) | Opening of Unpriced Bids                 | : | 1500 Hrs. IST on <b>07.04.2010</b><br>In presence of authorised representative of attending bidders.                                             |

3.1 Bids to be submitted on GAIL's E-Tendering website (<https://etender.gail.co.in>). Bidders shall submit their bids i.e. UN-PRICED Bid in Collaboration Folders of e-tendering system and Price Bid in SRM as attachment. We have enclosed Price Schedule Formats as an excel attachment in Bid Document. Bidders are requested to download the same and quote their prices strictly as per the format without altering the content of it. The bid will be submitted in two parts as follows:

3.1.1 **PART-I (UN-PRICED Bid) :-** To be submitted on Collaboration Folders of e-tendering system. Unpriced bid must be complete with all technical details along with all other required

documents including price schedule WITH PRICE BLANKED OUT. In addition documents as mentioned under Clause 8 below shall also be submitted in physical form.

- 3.1.2 **PART-II (PRICED Bid) :-** To be submitted as an SRM attachment. Price bid should contain only the prices, without any condition whatsoever. Bids complete in all respects should be submitted on or before last date and time of Bid submission. **The Bids submitted on line in GAIL's E-tendering system will only be considered for evaluation. Physical Bids sent through Fax/E-mail/Courier/Post will not be accepted.**

#### 4.0 **BID EVALUATION CRITERIA:**

##### 4.1 **TECHNICAL**

**The Bidder should have executed the work as defined below:**

- A. The Bidder should have Completed Topographic Survey work for a minimum cumulative area of **4 hectares** for setting up a terminal / stations or industrial unit in the last seven years reckoned from bid due date in a single work order.
- B. Undertaken soil investigation by drilling of **20 m** deep exploratory bore holes, and conducting field and Laboratory tests in last seven years reckoned from bid due date.
- C. Completed Hydro-graphical and Hydrological survey of rivers / water bodies and collected Historical data for rivers / water bodies from Statutory Authorities along with conducting Geotechnical Investigation inside the river bed by drilling up to **20m** deep boreholes and prepared reports as specified in the tender

#### **Document Required**

| Sr. No. | Criteria                              | Required Documents                                                                                                                                                                                                                                                                                                                                |
|---------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Documents in support of BEC Technical | <ol style="list-style-type: none"> <li>a. Copy of Purchase order/Work Order along with the Bill of Quantity.</li> <li>b. Inspection release note/Completion certificate/ commissioning report linked with PO No.</li> <li>c. In case of variance in name or address of the bidder as compared to PO, substantive documentary evidence.</li> </ol> |

##### 4.2 **Financial**

###### 4.2.1 **Turnover**

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years i.e. 2006-2007, 2007-2008 and 2008-2009 shall be as under :-

| Description            | Minimum Annual Turnover Requirement<br>(In Indian Rupees) |
|------------------------|-----------------------------------------------------------|
| Complete Scope of work | 4,300,000/-                                               |

###### 4.2.2 **Net worth**

Net Worth of the bidder should be positive as per the audited financial statement for the year 2008-09.

#### 4.2.3 Working Capital

The minimum working capital of the bidder as per the audited financial statement for year 2008-09 shall be as under:

| Description            | Minimum Working Capital Requirement<br>(In Indian Rupees) |
|------------------------|-----------------------------------------------------------|
| Complete Scope of work | 860,000/-                                                 |

4.2.3.1 If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's Bank, having net worth not less than Rs. 100 Crores confirming the availability of line of credit to cover the inadequacy of working capital required as above.

4.2.5 Bidders for whom financial year is calendar year, shall submit financial results for year ending 2006, 2007 and 2008 instead of 2006-07, 2007-08 and 2008-09, respectively.

5.0 Bidder can download the Bid Document from MECON's website <http://www.meconlimited.co.in> ; GAIL's website <http://www.gailtenders.in> and GAIL's e-tendering website (<http://etender.gail.co.in>). **However, bidders have to submit their bids only through e-tendering website of GAIL i.e. <http://etender.gail.co.in>.** Only silent details of the bid document shall be on GAIL's website <http://www.gailtenders.in> as the same is information only. For detailed bid document bidder shall refer GAIL's e-tender website.

Corrigenda/Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the contents of the bidding document have not been altered or modified.

6.0 No extension in the bid due date/time shall be considered on account of delay in receipt of any document by mail.

7.0 The following documents in addition to up-loading the bid on GAIL's e-tender portal shall also submitted in Original (in physical) form:

- i) EMD/Bid Bond
- ii) Power of Attorney.

However, the copies of these documents must be uploaded on E tender.

8.0 The Bidder shall furnish documentary evidence by way of copies of work order, completion certificate, equipment deployment details and Balance Sheet or Audited Financial Statements including Profit & Loss Account etc. along with the Bid to establish his experience and track record meeting qualification criteria. Bidders should ensure submission of complete information/ documentation in the first instance itself. Qualification may be completed based on the details so furnished without seeking any subsequent additional information.

9.0 Small scale Industries registered with NSIC and Central Government PSUs are not required to pay the bid document Fee. However, Industries registered with NSIC shall provide necessary documentary evidence, whereas PSUs shall submit declaration to this effect that they are Central PSU and are eligible for getting bid documents free of cost.

10.0 GAIL/MECON will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process

- 11.0 Bid document is non-transferable.
- 12.0 Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- 13.0 GAIL/MECON will follow purchase preference policies in line with the instructions of the Govt. from time to time.
- 14.0 Bidder should not be under liquidation, court receivership or similar proceedings.
- 15.0 Bidder should not be black listed with any PSU and should not be on holiday list of GAIL.
- 16.0 GAIL/MECON reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 17.0 Fax and Telephone numbers of MECON, Delhi are: Fax: +91-11-22041214/22421310; Telephone: +91-11-22401129/22401143; E-mail: [mecondly@bol.net.in](mailto:mecondly@bol.net.in)

Dy. GENERAL MANAGER I/c (Contracts)  
MECON Limited  
15<sup>th</sup> Floor, SCOPE Minar,  
North Tower  
Laxmi Nagar, Distrcit Center  
Delhi – 110 092

This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

Thanking you,

Yours faithfully  
For & on behalf of  
GAIL (India) Limited

(S S Roy)  
Dy. GENERAL MANAGER I/c (Contracts)  
MECON Limited

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

(Original Bid Security)

Owner : GAIL (INDIA) LIMITED

Project : KOCHI KOOTTANAD BANGALORE MANGALORE  
PIPELINE PROJECT

Bid Document No. : 05/51/23M3(PH-I)/GAIL/001A-i) (E-tender no.8000001789)

Item : TOPOGRAPHIC, GEO-TECHNICAL AND HYDROLOGICAL  
SURVEY

Due Date& Time : Upto 1400 Hrs. (IST) on 07.04.2010

From : To :

|  |                                                                                                                                                                                                                                                                                                                 |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | The Deputy General Manager I/c (Contracts)<br>MECON LIMITED<br>15TH FLOOR, NORTH TOWER,<br>SCOPE MINAR,<br>LAXMI NAGAR DISTRICT CENTRE<br>DELHI – 110092<br>Ph No.: 91-11-22401144/22401143/22401129<br>Fax No.: 91-11-22041214/22401203<br>Email: <a href="mailto:mecondly@bol.net.in">mecondly@bol.net.in</a> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the physical envelope containing Original Bid Security) (Part III)

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

## **(POWER OF ATTORNEY)**

**Owner** : GAIL (INDIA) LIMITED

**Project** : KOCHI KOOTTANAD BANGALORE MANGALORE  
PIPELINE PROJECT

**Bid Document No.** : 05/51/23M3(PH-I)/GAIL/001A-i) (E-tender no.8000001789)

**Item** : TOPOGRAPHIC, GEO-TECHNICAL AND HYDROLOGICAL  
SURVEY

**Due Date& Time** : Upto 1400 Hrs. (IST) on 07.04.2010

**From :** **To :**

|  |                                                                                                                                                                                                                                                                        |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | The Deputy General Manager I/c (Contracts)<br>MECON LIMITED<br>15TH FLOOR, NORTH TOWER,<br>SCOPE MINAR,<br>LAXMI NAGAR DISTRICT CENTRE<br>DELHI – 110092<br>Ph No.: 91-11-22401144/22401143/22401129<br>Fax No.: 91-11-22041214/22401203<br>Email: mecondly@bol.net.in |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

***(To be pasted on the Physical envelope containing Original Power of Attorney  
(PART-IV)***

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## **PART B**

### **2.1 ADDENDUM TO INSTRUCTIONS TO BIDDERS**

### **2.2 READY RECKONERS for E-TENDERING**

### **2.3 INSTRUCTIONS TO BIDDERS (ITB)**

### **2.4 PROPOSAL FORMS**

### **2.5 INTEGRITY PACT**

## **2.1 ADDENDUM TO INSTRUCTIONS TO BIDDERS**

## Addendum to Instruction to Bidders

### Instructions to Bidders for participation in E-Procurement

GAIL (India) Ltd., has developed a secured and user friendly system which will enable Vendors/Bidders to Search, View, Download tenders directly from GAIL (India) Ltd. secured website and also enables them to participate and submit Online Bids/Offer in the E-Procurement site directly from the website in secured and transparent manner maintaining confidentiality and security throughout the tender evaluation process and award.

Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Procurement. The conditions mentioned here in under shall supersede and shall prevail over the conditions enumerated elsewhere in the Bid Document.

#### 1) How to submit On-line Bids/Offer electronically against E-Procurement tenders?

Vendor/Bidder who wish to participate for E-tenders which are uploaded on GAIL (India) Ltd. Website should follow the following steps which shall permit them to Search, Display/View, Download and Submit their **electronic Bids/Offer** online in a secured manner ensuring confidentiality.

**Vendors/Bidders are advised to read the following instructions for participating in the electronic tenders directly through Internet:**

- i) **No Late and delayed Bids/Offer after due date/time shall be permitted in e-Tendering system. Time being displayed on our e-Tendering System shall be final binding on bidder and bids have to be submitted by bidder(s) considering this time only and not the time as per their location / country.** No bid can be submitted after the last date and time of submission has reached, however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline. The system time (IST) that will be displayed on e-Procurement webpage shall be the time and no other time shall be taken into cognizance.
- ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid.
- iii) No bid can be modified after the dead line for submission of bids.
- iv) **No Manual Bids/Offer shall be permitted. The offers submitted through e-tendering system shall only be considered for evaluation.**

#### 2) HOW TO SEARCH, VIEW AND DOWNLOAD E-TENDER?

Vendors/Bidders must go to e-tender website <https://etender.gail.co.in> and logon using their user-id and password. In the case of vendors not possessing the User Id and Password, they can access through Guest Login as guest. This facilitates viewing of tenders in display mode in Collaboration folder (C Folder). If the vendor desires to download the NIT and attached e-tender at this stage, he may download the same for viewing free of cost.

Note: All e-tender notices and Bid Documents are available only in soft copies such as Microsoft Word, Excel, PDF files. For downloading / viewing PDF files use **Adobe 6 Software utility** which can be installed free of cost from Vendors home page link by any vendor onto his own computer.

### 3) PARTICIPATION IN BID, REQUEST FOR USER ID and PASSWORD:

To participate in Bid submission, it is Mandatory on the part of Vendor(s) to have User ID and Password. To obtain User ID and Password Vendor/Bidder must open <https://etender.gail.co.in> site and perform the following steps:

- i) Click on button Request User ID (For new Bidders)
- ii) Fill the on line form and submit. Ensure that the email address given in the form is valid and active. If you have already been provided with the Vendor Code of GAIL , please mention the 10 digit Vendor code in specified field , Otherwise leave blank.
- iii) Ensure that all the mandatory fields( identified with a star mark) are filled in application form for User ID creation.

e-Procurement administrator would take possible care to allot an User id and Password within 4 working days .An Email ( system generated) shall be sent to your email – Id ( mentioned by you in the Registration form) giving details of your User- ID and password. On Receipt of User Id, Please reset the password immediately by logging to our E-tendering site.

User Id and passwords are unique to each vendor and the vendor can use the same to view/download/participate in all e-tenders of GAIL.

**Note:** Without login registration I.D vendor cannot participate in e-tender. There will be single login I.D permission for one single vendor. There can be more than one I.D for the same vendor at different location address.

Obtaining User Id is an on-going process and is not linked to any particular Bid Invitation (tender). Any vendor willing to participate in GAIL tenders can obtain User Id as described above. Each vendor will get one user id. Vendors are requested to designate one officer from their organization who will submit bids on line.

Vendors are advised to apply for user id at least 7 days prior to the last date of bid submission in their own interests. User ids shall be given within 4 days subject to condition that information furnished by the bidder is complete in all respect. GAIL shall not be responsible for any delays in allocation of user id/password and the ensuing consequences including but not limited to timely submission of bids.

### 4) WHAT IS A DIGITAL SIGNATURE?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities(CA) who in turn allot on a regular basis Digital Certificates. Documents which are signed digitally are legally valid documents as per the Indian I T Act (2000).

### 5) WHY IS A DIGITAL SIGNATURE REQUIRED?

In order to bid for GAIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

### 6) HOW TO OBTAIN DIGITAL CERTIFICATE FROM CERTIFYING AUTHORITY (CA)?

Vendors/Bidders cannot submit online Bids/Offer under e-tenders without obtaining valid Digital Certificate from Certifying Agency(C.A). A hyperlink on Vendor/Bidder home page gives link to Controller of Certifying Agency's (C.C.A.) website from there the bidder can

access web sites of various CA sites, using the links provided. One Digital Certificate is valid for specified period and can be used for signing any number of quotations against enquiries issued by GAIL during such validity period.

**Note:** In terms of I.T Act 2000, only a digitally signed document will be considered as valid signed document.

The Digital Certificate is issued by C. A. in the name of a person authorized for filing Bids/Offer on behalf of his Company. The certificate is installed / stored in his computer or preferably received by him (his authorized person) in form as **USB token**. a Vendor/Bidder can submit their Bids/Offer On-line only after digitally signing the bid/documents with the above allotted Digital Signatures.

## **7) STEPS FOR OBTAINING DIGITAL CERTIFICATE :**

Digital Certificate can be obtained by the following steps:

- i) Visit the site of the licensed CA\* using internet browser.
- ii) Apply for a class 3 Digital Certificate for the designated individual with the name of Organization. Ensure the Digital Certificate is legally valid in India.
- iii) For making payment and submission of documents required for issue of the Digital Certificate , follow the instructions on the CA's website.
- iv) Use the class 3 Digital Certificate thus obtained for online bidding on GAIL e-Procurement site.

**\*Links to some licensed CA's are provided below**

1. <http://www.ncodesolutions.com>
2. <http://www.safescrypt.com/>
3. <http://www.tcs-ca.tcs.co.in/>
4. <http://www.mtnltrustline.com/>

## **8) PRE-BID MEETING:**

Subsequent to opening of bids, GAIL may not seek clarifications. Therefore, clarifications, if any, are to be sought by the bidders during the pre-bid meeting.

During the pre-bid meeting, GAIL may also arrange demonstration of the e-Procurement portal to the interested vendors.

## **9) BID SECURITY:**

Bidders are required to submit the Bid Security amount in original as per clause 14 of Instruction to Bidders either in person or through courier in Sealed Envelope super scribing the description of Bid Document , Bid Document No. etc. as per clause 11 below.

## **10) BID DOCUMENT FEE : As per IFB**

## **11) SUBMISSION OF DOCUMENTS:**

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the e-Procurement (COLLABORATION ,C-Folders) site only. However, documents specified to be submitted physically viz: Bid Document Fees, Bid Security, Power of Attorney submitted in a sealed envelope and the same should reach MECON Limited, 15<sup>th</sup> Floor, Scope Minor, Laxmi nagar District Centre, Delhi – 110092, India (cut -out slip attached in Bid Document) on or before the Bid due date & time fixed for receipt of bids. Bidder shall ensure that all the documents relevant to bid are uploaded in time and failure to upload the same before bid submission date is the sole responsibility of bidder. Under no

circumstances, GAIL shall entertain any request for acceptance of bid documents in physical form, which were required to be uploaded in e-form. Bidders are required to submit the Bid Security in original in the prescribed formats and in the manner prescribed in the bid document in sealed envelope on or before the time of bid submission. However, if the bidder is unable to submit Bid Security in original on the due date, **he should upload a scanned copy of the Bid Security while submitting the bid electronically**, provided the original Bid Security, copy of which has been uploaded, is received within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status/ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier loaded by the bidder.

**Note:**

- i) Bidder is required to save/store their bid documents for each item into their computers before submitting their bid into e-tendering system by pressing the Hold Button.
- ii) Bidder is required to fill up the price/rate strictly in the Schedule of Rate(SOR) attached with the tender.  
Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the Bidder and in its place a new/modified document can be uploaded. The new/modified document will be required to be signed digitally. Where two similar documents are existing in the folder, the latest version of the document shall only be taken into cognizance for evaluation and earlier versions shall be ignored.  
Bidders are requested to upload small sized documents preferably ( upto 2 MB) at a time to facilitate easy uploading into e-Procurement site. GAIL does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

**12) PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE:**

The Prices are to be submitted online strictly as per the Schedule of Rates (SOR). GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder.

Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document after attaching digital signatures, the digital signature shall again be attached to the modified documents before uploading the same.

The Authenticity of above digital signatures shall be verified through authorized CA after bid opening and in case the digital signature is not authorized/valid, the bid will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same by responsible persons who can bind the bidder. Scanned copy of Power of Attorney of the signatory issued by the bidding company should be submitted on line along with other documents as per tender conditions.

BIDDERS SHALL OBTAIN THE DIGITAL CERTIFICATE DIRECTLY FROM CERTIFYING AUTHORITY ( CA) ONLY AND DIGITAL CERTIFICATE ISSUED BY SUB CA / AGENT WILL NOT BE COMPATATIBLE WITH OUR e-TENDERING SYSTEM.

FOREIGN BIDDERS SHALL ALSO HAVE TO OBTAIN DIGITAL CERTIFICATE FROM CERTIFYING AUTHORITIES IN INDIA AS APPROVED BY CCA. DIGITAL CERTIFICATE OBTAINED FROM FOREIGN COUNTRIES ARE NOT ACCEPTABLE.

**\*Links to some licensed CA's IN India**

are provided below. Foreign Bidders may obtain the Digital certificate from these CAs.

1<http://www.ncodesolutions.com>

2<http://www.safescrypt.com/>

3<http://www.tcs-ca.tcs.co.in/>

4<http://www.mtnltrustline.com/>

- 13) PRICES:** The bidder needs to enter the prices on line strictly as per the SOR format provided in our E-Tender. No new conditions shall be added by the bidder.

**14) SUBMISSION AND OPENING OF BIDS:**

The bid along with all the copies of documents should be submitted in e-form only through GAIL e-Procurement portal.

**15) LAST DATE FOR SUBMISSION / RECEIPT OF BIDS:**

System does not allow for submission / receipt of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on GAIL's e-Procurement webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid.

Bidders must use any computer having **Windows 2000 or Windows XP** versions or higher of Window operating system and an internet Web Browser version Internet explorer V6.0 or higher recommended.

- 16) Proxy:** If any bidder is unable to access GAIL's e-Procurement site or Bid Documents, the bidder may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port 443 and Port 8443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up internet connectivity without Proxy settings is another option.

## **2.2 READY RECKONER FOR E-PROCUREMENT**

## **READY RECKONER FOR VENDORS :**

### **I. ACCESSING THE SYSTEM THROUGH guest user**

THROUGH guest user LOGIN, VENDORS CANNOT PARTICIPATE IN BIDDING PROCESS. ONLY TENDERS CAN BE DISPLAYED FOR VIEWING AND DOWNLOADING.

IN THE HOME PAGE OF ETENDER SITE OF GAIL ( <https://etender.gail.co.in> ), CLICK ON Guest User.

- SYSTEM DISPLAYS **PROCESS BID AND HELP DOCUMENT** ON LEFT SIDE OF SCREEN
- CLICK ON THE **PROCESS BID** FOR DOWNLOADING / VIEWING OF TENDERS
- FIND THE BID INVITATIONS AND CURRENT BIDS PUBLISHED AND DUE FOR OPENING.
- KEEP THE COLUMNS (NUMBER OF DOCUMENT, NAME, STATUS, PROCESSED BY ME ) **BLANK** AND CLICK ON START.
- THE BID INVITATIONS APPEAR.

CLICK ON THE INTERESTED BID INVITATION NUMBER (80000.....) , UNDER NUMBER COLUMN.

FOR DOWNLOADING/VIEWING TENDERS, REFER STEPS MENTIONED UNDER III.

### **II. PRE-REQUISITES TO PARTICIPATE IN BID:**

- OBTAIN /POSSESS DIGITAL SIGNATURE CLASS 3B FROM CAs (CERTIFYING AUTHORITIES-**NOT FROM THEIR SUB-CAs**)
- MUST POSSESS THE VALID EMAILID AND TELEPHONE NO.
- TO OBTAIN USERID AND PASSWORD: FILL UP THE APPLICATION FORM IN ADVANCE IN (REQUEST FOR USERID) <https://etender.gail.co.in>.YOU WILL RECEIVE THE USER ID PASSWORD FROM SYSTEM OF GAIL IN YOUR EMAIL ADDRESS PROVIDED IN APPLICATION.
- SET YOUR SYSTEM CONFIGURATION AS PER THE INSTRUCTIONS PROVIDED IN FAQs AND ITB.

### **III. HOW TO DOWNLOAD TENDER & SOR DOCUMENTS:**

- IN THE HOME PAGE OF ETENDER SITE OF GAIL ( <https://etender.gail.co.in> ), ENTER YOUR LOGIN USER ID AND PASSWORD AND PRESS LOGON.
- IN CASE USER ID & PASSWORD ARE NOT RECEIVED, SYSTEM CAN BE ACCESSED THROUGH Guest User Logon for downloading of documents.
- AFTER SUCCESSFUL LOGON, SYSTEM DISPLAYS **PROCESS BID AND HELP DOCUMENT** ON LEFT SIDE OF SCREEN
- CLICK ON THE **PROCESS BID** FOR DOWNLOADING
- FIND THE BID INVITATIONS AND CURRENT BIDS PUBLISHED AND DUE FOR OPENING.
- KEEP THE COLUMNS (NUMBER OF DOCUMENT, NAME, STATUS, PROCESSED BY ME ) **BLANK** AND CLICK ON START.
- THE BID INVITATIONS APPEAR.
- CLICK ON THE INTERESTED BID INVITATION NUMBER (80000.....) , UNDER NUMBER COLUMN.

## FOR VIEWING THE DETAIL OF TENDER

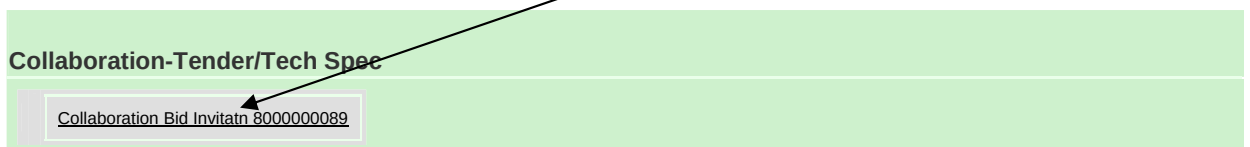
- CLICK ON BASIC DETAILS AS FOLLOWS, SYSTEM DISPLAYS THE DETAILS OF TENDER

Basic Data | [Information from Purchaser](#) | [My Notes](#) | [Partner/Delivery Address](#)

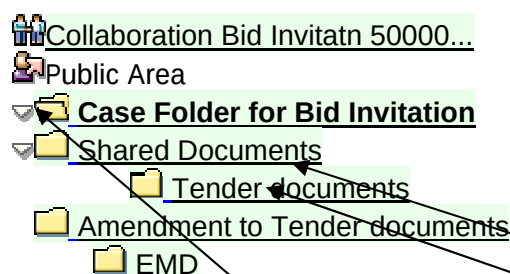
- GO TO **INFORMATION FROM PURCHASER** AS SHOWN ABOVE TO VIEW SCHEDULE OF RATES AND TENDER DOCUMENTS.

| Overview of Attachments (for Price Bid)                                           |                             |                     |         |           |       |                |            |                     |
|-----------------------------------------------------------------------------------|-----------------------------|---------------------|---------|-----------|-------|----------------|------------|---------------------|
|                                                                                   | Description                 | Category            | Version | Processor | Typ   | File Size (Kb) | Changed By | Changed on          |
|  | testing SOR050507.xls.p7sec | Standard Attachment | 1       |           | p7sec | 16             | EMPLOYEE1  | 09.05.2007 17:01:13 |

- CLICK ON SOR FILE UNDER THE COLUMN 'Description' AS ABOVE TO VIEW SOR. THE SAME CAN BE DOWNLOADED BY SAVING THE FILE ON YOUR SYSTEM.
- SIMILARLY, TO VIEW THE TECHNICAL DOCUMENTS, CLICK ON "**Collaboration Bid Invitation**" AS BELOW. A SMALL WINDOW WITH MESSAGE 'Application is starting' APPEARS WITH OK BUTTON. CLICK ON OK BUTTON. A NEW POPUP WINDOW 'Public Area – C Folder' APPEARS ON THE SCREEN. INCASE THE SAME IS NOT APPEARING DIRECTLY ON THE SCREEN, PRESS ALT+TAB SIMULTANEOUSLY TO GET THE SAID WINDOW DISPLAYED ON THE SCREEN.



- THE SCREEN APPEARS AS FOLLOWS:



- EXPAND ON Case Folder for Bid Invitation AS SHOWN ABOVE, THE Shared Documents NODE APPEARS UNDER IT AND FURTHER EXPAND IT TO SEE THE Tender documents. CLICK ON Tender documents.
- RIGHT HAND SIDE OF THE SCREEN FOLLOWING APPEARS.

| Folder Contents |                 |                                          |          |                    |                     |
|-----------------|-----------------|------------------------------------------|----------|--------------------|---------------------|
|                 |                 |                                          | Copy     | Copy as<br>Bookmar | k All None          |
|                 | Name            | Current Version                          | Status   | Changed by         | Changed on          |
|                 | Tender document | <a href="#">Tender.doc.p7sec (982KB)</a> | released | Rajiv Kumar        | 31.05.2007 20:01:07 |

- CLICK ON DOCUMENTS UNDER **current version** AS ABOVE TO VIEW THE TECHNICAL DETAILS OF TENDER. THE SAME CAN BE DOWNLOADED BY SAVING THE FILE ON YOUR SYSTEM.

#### IV HOW TO UPLOAD PRICE BID AND TECHNICAL TENDER DOCUMENTS OF BIDDER FOR SUBMISSION OF BID:

- AFTER ENTERING INTO THE SITE WITH THE USERID AND PASSWORD OF BIDDER, CLICK ON Process bid APPEARING ON THE LEFT SIDE OF THE SCREEN.

Process Bid

- ENTER THE APPLICABLE BID INVITATION NUMBER UNDER THE HEAD Number of Document AS PER BELOW AND CLICK ON **START**.

|                    |      |        |                 |
|--------------------|------|--------|-----------------|
| Number of Document | Name | Status | Processed by Me |
| 800000             |      |        |                 |

Start

- CLICK ON BID INVITATION NUMBER, FOLLOWING SCREEN APPEARS
- CLICK ON **REGISTER** ( ONLY FOR BIDDERS WHO ARE BIDDING FIRST TIME)
- AND THEN CLICK ON **CREATE BUTTON** AS BELOW

Register Create Hold Change Refresh Pay Tender Fees Verify BI Sign

- CLICK ON MY NOTES TAB AS SHOWN BELOW

|                                                                                      |           |  |
|--------------------------------------------------------------------------------------|-----------|--|
| General Data                                                                         | Item Data |  |
| Basic Data   Information from Purchaser   <b>My Notes</b>   Partner/Delivery Address |           |  |

- ATTACHMENT FIELDS APPEAR AS BELOW(ATTACH ONLY PRICE BID HERE)
- NOTE: FILE TO BE ATTACHED SHOULD NOT HAVE SPECIAL CHARACTERS IN FILE NAME.

#### Attachments (for Price Schedule)

Attach only PRICE BID here. Go to 'Collaboration' link below to attach Technical Documents.

The screenshot shows a green background with a form. The 'Description' field is a text box. The 'Path' field is a text box with a 'browse' button next to it. Below these are two buttons: 'Add' and 'Sign'. Arrows from the instructions below point to the 'Add' button, the 'Sign' button, and the 'browse' button.

- THEN ENTER AS price bid ETC. UNDER DESCRIPTION FIELD.

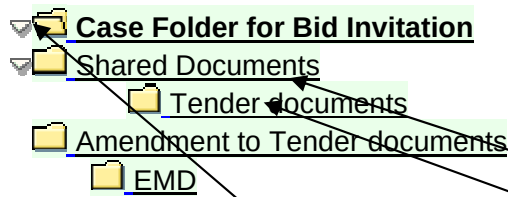
NOTE: YOU MUST HAVE ALREADY DOWNLOADED THE PRICE SCHEDULE ATTACHMENT PROVIDED BY PURCHASER & KEPT READY WITH FILLED IN PRICES.

- GO TO **BROWSE** AS ABOVE UNDER Path, SELECT THE FILE (filled in SOR file) TO BE ATTACHED. **SIGN IT FIRST** WITH YOUR DIGITAL SIGNATURE BY CLICKING ON "SIGN"
- ANOTHER FILE WITH EXTENSION "P7.SEC" GETS CREATED JUST BELOW THE ORIGINAL FILE IN THE SAME FOLDER.
- CLICK browse AGAIN AND SELECT THE "P7.SEC" FILE ATTACHMENT AND **ADD**
- HERE YOUR FILE (FILLED IN SOR-PRICES) GETS ADDED THAT IS YOUR PRICE BID.(CHECK THE SAME-BY CLICKING IT)
- GO TO THE HOLD BUTTON ON TOP LEFT AND CLICK ON IT FOR SAVING YOUR BID. IN ORDER TO CONTINUE FURTHER PRESS **CHANGE BUTTON**.
- THIS WAY YOU CAN ADD ANY NUMBER OF PRICE SCHEDULES.
- **CAUTION: AT THIS STAGE YOU HAVE NOT YET SUBMITTED THE BID , UNTIL YOU PRESS THE SUBMIT BUTTON)**

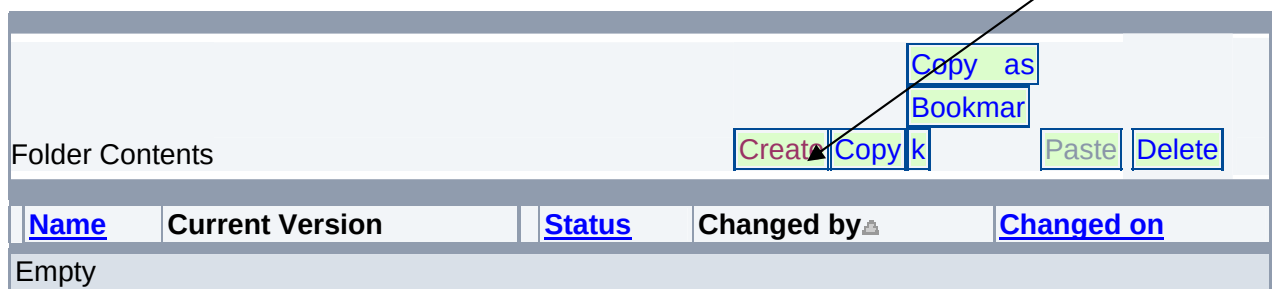
SIMILARLY FOR ADDING TENDER DOCUMENTS IN COLLOBORATION FOLDER.

The screenshot shows a green header bar with the text 'Collaboration-Tender/Tech Spec'. Below it is a text box containing the text 'Bid 4000000973 RAJ INDUSTRIES'. An arrow from the instructions below points to this text box.

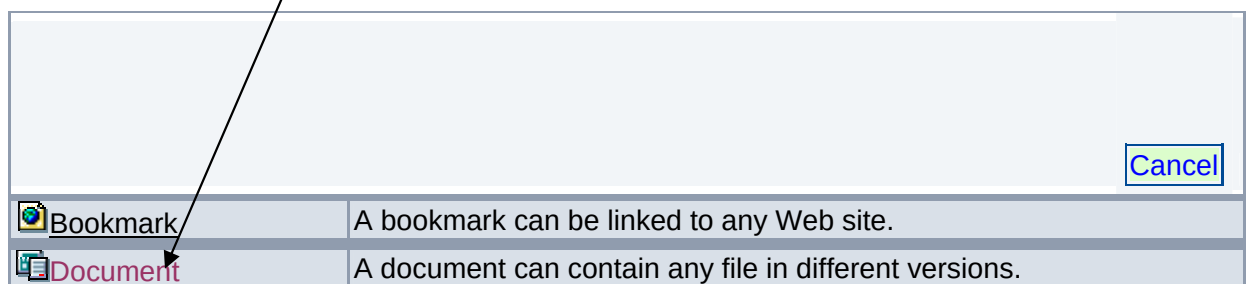
- CLICK ON **COLLOBORATION FOLDER**.
- A SMALL WINDOW WITH MESSAGE 'Application is starting' APPEARS WITH OK BUTTON. CLICK ON OK BUTTON. A NEW POPUP WINDOW 'Work Area' APPEARS ON THE SCREEN. INCASE THE SAME IS NOT APEARING DIRECTLY ON THE SCREEN, PRESS ALT+TAB SIMULTANEOUSLY TO GET THE SAID WINDOW DISPLAYED ON THE SCREEN.



- EXPAND ON Case Folder for Bid Invitation AS SHOWN ABOVE, THE Shared Documents NODE APPEARS UNDER IT AND FURTHER EXPAND IT TO SEE THE Tender documents. CLICK ON Tender documents.
- ON THE RIGHT HAND SIDE, FOLLOWING SCREEN APPEARS, PRESS ON **Create**.



- CLICK ON **DOCUMENT**



- UNDER NAME FIELD, ENTER THE **NAME OF THE DOCUMENT TO BE UPLOADED**.

Create Document

Name xxxxxxxx\*

Description

▲

▼

◀

▶

-  Upload Local File
-  Create File Later

[Continue](#) [Cancel](#)

- THEN CLICK ON **CONTINUE**,
- FOLLOWING SCREEN APPEARS

To select the required file, choose *Browse* and then *Save*.

- 
- CLICK ON **BROWSE** AS ABOVE, SELECT THE FILE TO BE ATTACHED/UPLOADED (NOTE: YOUR UPLOAD FILE NAME SHOULD NOT CONTAIN ANY SPECIAL CHARACTERS LIKE @#\$%^&\* )
  - **SIGN IT FIRST** WITH YOUR DIGITAL SIGNATURE BY CLICKING ON "SIGN"
  - ANOTHER FILE WITH EXTENSION "P7.SEC" GETS CREATED JUST BELOW THE ORIGINAL FILE IN THE SAME FOLDER.
  - CLICK browse AGAIN AND SELECT THE "P7.SEC" FILE AND **SAVE**
  - HERE YOUR FILE GETS ADDED THAT IS YOUR TECHNICAL BID.(CHECK THE SAME-BY CLICKING IT)
  - THIS WAY YOU CAN ADD ANY NUMBER OF TECHNICAL BID FILES SUCH AS SCANNED COPIES ETC.
  - AFTER ADDING/ATTACHING/UPLOADING ALL TECHNICAL FILES, THEN CLOSE THIS SCREEN/WINDOW BY CLICKING (X) IN TOP RIGHT CORNER, AND GO TO MAIN ETENDER SITE (SRM) SCREEN

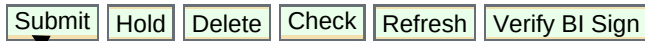
NOTE: VERY IMPORTANT: **NOW YOU NEED TO SUBMIT THE BID**

IN CASE THE SCREEN IS IN DISPLAY MODE, MAKE IT TO "change mode" BY CLICKING ON **change** BUTTON

[Change](#) [Delete](#) [Check](#) [Refresh](#) [Verify BI Sign](#) [Verify Quot Sign](#)

[Back to Initial Screen](#)

FOLLOWING SCREEN OPENS



- BEFORE, CLICKING on SUBMIT BUTTON, ENSURE THAT ALL DOCUMENTS ARE ATTCHED /ADDED. THEN CHECK THAT YOUR DOCUMENTS ARE PROPERLY UPLOADED BY CLICKING ON **CHECK**.
- FINALLY CLICK **SUMBIT**.THIS COMPLETES YOUR UPLOADING OF TENDER DOCUMENTS AND PRICE BID.
- AFTER SUBMISSION, YOU MAY CHECK THE STATUS OF YOUR BID BY RELOGGING INTO THE SYSTEM. **Bid Submitted** UNDER Bid Status COLUMN MEANS BID SUBMITTED SUCCESSFULLY. **Held** UNDER Bid Status COLUMN MEANS BID IS NOT YET SUBMITTED AND IN **HELD** POSITION (UNDER PROCESS STATUS).

#### **NOTE:**

1. DURING BIDDING PROCESS, YOU MAY SAVE THE BID BY PRESSING ON **Hold** BUTTON. FOR FURTHER CONTUNUING BIDDING PROCESS, ENSURE THAT THE BID IS IN **Process Response** BY CLICKING **Change** BUTTON. BIDDING PROCESS CANNOT BE CARRIED OUT INCASE THE BID IS IN **Display Response**. FURTHER ENSURE THAT YOU COMPLETE YOUR ENTRIES BEFORE DUE DATE AND TIME.
2. IN ORDER TO SUCCESSFULLY CLOSE /LOG OUT THE E-TENDERING SYSTEM, CLICK ON **Log off** ON TOP LEFT CORNER OF THE E-TENDER HOME PAGE.
3. IN CASE YOU DO NOT LOG OUT PROPERLY AS ABOVE, YOUR TRANSACTION MAY GET LOCKED FOR SOMETIME. IN THIS CASE, YOU MAY NOT BE ABLE TO PROCESS THE BID. THE TRANSACTION GETS AUTOMATICALLY UNLOCKED AFTER 10 MINUTES APPROXIMATELY. HENCE LOG-OFF AS EXPLAINED ABOVE AND RE-LOGIN AFTER 10 MINUTES (INCASE OF LOCKED STATUS) TO FURTHER PROCES THE BID.
4. YOU NEED TO HAVE BROADBAND CONNECTIVITY.
5. PL. READ FAQ'S AND HELPDOCUMENT.

#### **DISCLAIMER:**

(IT MAY BE NOTED THAT THIS IS AN EFFORT TO HELP BIDDERS WITH SHORT READY RECKONER FOR UPLAODING OF BIDS DURING BIDDING PROCESS. FOR DETAILS YOU MAY READ HELP DOCUMENT AVAILABLE IN SYSTEM. GAIL DO NOT STAND RESPONSIBLE ON FAILURE TO UPLOAD THE BIDS SUCCESSFULLY BASED ON THESE INSTRUCTIONS)

## **2.3 INSTRUCTIONS TO BIDDERS (ITB)**

## **INDEX (ITB)**

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

## **INSTRUCTIONS TO BIDDERS (ITB)**

### **GENERAL**

**This Instruction to Bidders is to be read in conjunction with Addendum to Instruction to Bidders, attached with the bid document and in case of contradiction, Addendum to Instruction to Bidders shall prevail to the extent applicable.**

#### **1. SCOPE OF BID:**

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

#### **2. ELIGIBLE BIDDERS:**

- 2.1 Documents Establishing Bidder’s Qualification
  - 2.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
  - 2.1.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting qualification criteria.
  - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the contract if his bid is accepted.
  - 2.1.4 The documentary evidence of the bidder’s qualifications to perform the contract if his bid is accepted, shall establish to the OWNER’S/CONSULTANT’S satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
  - 2.1.5 VOID
- 2.2 The invitation of bid is open to any bidder.
- 2.3 A bidder shall not be affiliated with a firm or entity:
  - i) that has provided consulting services related to the work to the EMPLOYER during the preparatory stages of the works or of the project of which the works form a part, or
  - ii) that has been hired by the Employer as engineer/consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by EMPLOYER for corrupt or

fraudulent practices as defined in ITB.

- 2.5 The bidder is not put on holiday/ blacklisted by GAIL/MECON or by any Government Department/ Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.
- 2.6 While evaluating the bids, pursuant to bid evaluation criteria (BEC) as specified in the Global Notice for Invitation for Bids (IFB), bidder's past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Purchaser/consultant shall be final and binding on the contractor.
- 2.7 Any job executed by bidder for its own concern, shall not be considered as experience for meeting Bid Evaluation Criteria.

### **3. ONE BID PER BIDDER**

- 3.1. A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

### **4. COST OF BIDDING**

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

### **5. SITE VISIT**

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

## **BIDDING DOCUMENTS**

### **6. CONTENT OF BIDDING DOCUMENT**

- 6.1 The Bid Documents hosted on GAIL and MECON's Website are as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB:

#### **Volume I of I**

- 6.2 The bidder is expected to examine IFB, e-bidding guidelines on GAIL website, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially

responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

## **7. CLARIFICATION ON BID DOCUMENTS**

- 7.1 A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail/fax at Consultant's mailing address indicated in the Bid Document. MECON will respond in writing to any request for clarification of the bidding documents, which it receives at least 03 (three) days before scheduled date of pre-bid meeting. Written copies of GAIL/MECON response (including an explanation of the query but without identifying the source of the query) will be hosted on the website [www.gailtenders.in](http://www.gailtenders.in), <http://etender.gail.co.in> and [www.meconlimited.co.in](http://www.meconlimited.co.in), before bid due date.

## **8. AMENDMENT OF BID DOCUMENTS**

- 8.1. At any time prior to the deadline for submission of bids, the Employer/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2. Any addendum/corrigendum/clarifications thus issued shall be part of the Bidding Documents pursuant to ITB clause 6.1 and shall be hosted on the websites as mentioned in clause 7.1 above before the bid due date. All the prospective bidders who have attended the pre bid meeting/submitted Bid document fee till date shall be informed by e-mail/Fax about the addendum/corrigendum/clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.
- 8.3. The Employer/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

## **PREPARATION OF BIDS**

### **9. LANGUAGE OF BID**

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

### **10. VOID**

### **11. DOCUMENTS COMPRISING THE BID**

- 11.1. The e-bid prepared by the bidder shall comprise the following:

#### **11.2. E-Envelope-I: Superscribing Techno-Commercial Un-Price Bid (PART-I)**

11.2.1 Part – I: Techno-commercial/Un-priced bid and shall contain the following duly e-signed on each page.

- a. Covering letter.
- b. Bidder's General Details/information as per **FORM F-1**.
- c. Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- d. Bid Form and Appendix to Bid form as per **FORM F-2**.
- e. Bid security/EMD in accordance with Clause 15 of "ITB" shall be furnished in Original in physical form either in the form of Banker's Cheque/Bank Draft payable to GAIL at New Delhi or Bank Guarantee as per **FORM F-3**.
- f. Details of similar work done during past seven years as per **FORM F-4**.
- g. Specific experience and annual turnover details as called for in qualifying requirements as per **FORM F-5**. Bidder shall submit complete copy of audited Annual Reports for the last three years (as indicated in IFB).
- h. Concurrent Commitment as per **FORM F-6**
- i. Compliance to Bid Requirement as per Proposal **FORM F-7**.
- j. Certificate Indemnifying Govt. of India as per Proposal **FORM 8**.
- k. Details of PF Registration No. as per proposal **FORM F-9**
- l. Reply to Commercial Questionnaire **FORM F-10**.
- m. Letter of authority in original physical form in favour of any one of bidder's executive having authority to attend the un-priced and price bid opening on specified dates and venue as per **FORM F-11**.
- n. List of Enclosures as required in **FORM F-12**.
- o. Check list duly filled in as per **FORM F-13**.
- p. Bidder's queries for pre-bid discussion as per **FORM F-14**.
- q. Undertaking of Not Being Banned / Delisted **FORM F-15**
- r. Undertaking of Not Being Related **FORM F-16**
- s. Undertaking **FORM F-17**
- t. List of Consultants/ Sub-contractors, if any, and Memorandum of Understanding (MOU) clearly defining their involvement and responsibility in this work.
- u. Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.
- v. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings.
- aa. Project Schedule in the form of Bar Chart
- bb. Technical details/documents as per bidding document.
- cc. A confirmation that prices are quoted in requisite format strictly complying with the requirement in envelope-II (price bid). However, copy of complete price schedule for both the parts (with prices blanked out) shall be enclosed in techno-commercial bid mentioning, "quoted" against each item.
- dd. Master Index duly signed and stamped on each page.
- ee. Any other information/ details required as per requirement of bidding documents.

Note: All pages of the e-bid are to be digitally signed.

**11.3 E-Envelope II: Superscribing "Price Bid – Not to Open with Techno – Commercial Un Priced Bid"-(PART-II)**

- 11.3.1 Part – II : PRICE BIDS
- 11.3.1.1 Bidder shall download the schedule of rates, which is uploaded on website as an excel attachment. Bidder shall submit schedule of rates duly filling in and e-signed strictly as per format without altering the content of it. The duly filled schedule of rates shall be uploaded by the bidder on website as per e-tendering procedure.
- 11.4. **Envelope III; Superscribing “Bid Security”-PART-III in physical form.**
- 11.4.1 Part-III: shall contain Bid Security in original physical form.
- 11.5. **Envelope IV; Superscribing “Power of Attorney”-PART-IV in physical form.**
- 11.5.1 Part-IV : shall contain original Power of Attorney in the name of signatory of bid.
- 12. BID PRICES**
- 12.1. The bidder shall e-quote bid prices on the appropriate format for “Schedule of Rates” enclosed as part of bidding document.
- 12.2. The bidder shall e-quote the prices for items in the Schedule of Rates after careful analysis of cost involved for the performance of complete work considering all parts of the bidding documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of bidding document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.3. Unless stated otherwise in the bidding documents, the Contract shall be for the total works as described in Bidding Document for the specified Sections (as specified in the IFB) for which bidder intends to quote based on the prices in Schedule of Rates submitted by the bidder and accepted by the Employer/Consultant. Bid for part scope of work quoted sections shall be rejected.
- 12.4. Prices 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 item description, unit or quantity is noticed, the bid is liable to be rejected.
- 12.5. All duties and taxes including Custom duty, CVD, additional CVD, Service Tax, Works Contract tax, Turnover Tax and other levies or any other statutory payment payable by the Contractor under the Contract, or for any other cause, shall be included in the Schedule of Rates.
- 12.6. The bidder shall provide break-up of Service tax and Excise duty and mention the rate of Service tax and Excise duty (in percentage) in un-priced SOR as well as priced SOR. Bidder shall provide Cenvatable bills so that GAIL can claim the Cenvat benefit as per rule.
- 12.7. Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.8. Bidder may note that Employer/Consultant will not issue any concessional form for

CST/LST.

12.9. Alternative bids shall not be considered.

12.10. Discount, if any, must indicate in the column provided in Schedule of Rates only. Conditional discount, if offered, shall not be considered for evaluation.

**13. BID CURRENCY:**

13.1. Indian bidders shall submit bid in Indian Rupees and receive payment in such currency.

**14. PERIOD OF VALIDITY OF BIDS**

14.1. The bid shall remain valid for acceptance for four (4) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.

14.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/ Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 15 in all respects.

**15. BID SECURITY**

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

15.2. The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 15.7 of ITB.

15.3. The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of GAIL (India) Ltd., payable at New Delhi (issued by Indian Nationalised/Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of GAIL (India) Ltd. as per format enclosed at **F-3**.

GAIL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank in case of Indian Bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 14 of ITB i.e. 6 (Six) months beyond deadline for bid submission..

- 15.4. Any bid not secured in accordance with clause 15.1 and 15.3 shall be rejected by GAIL as non-responsive.
- 15.5. Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by GAIL pursuant to clause 14.
- 15.6. The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 38 of ITB.
- 15.7. The bid security may be forfeited:
- 15.7.1. If a bidder withdraws its bid during the period of Bid validity.
- 15.7.2. In case of a successful bidder, if the bidder fails:
- i) to accept the award in accordance with clause 34 of ITB or
  - ii) if a Bidder withdraws its bid during the period of Bid validity specified by the bidder on the bid Form, or
  - iii) if a Bidder modifies his bid during the period of Bid Validity except if such modification is solicited by GAIL/MECON in writing, or
  - iv) to accept the arithmetic corrections pursuant to clause 31 of ITB and/or
  - v) in case of a successful Bidder, if the Bidder fails, within the specified period
    - a) to sign the Contract and
    - b) to furnish the performance guarantee in accordance with Clause 38 of ITB.
- 15.8. Bid security should be in favour of GAIL (India) Limited, New Delhi and addressed to GAIL. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the format provided at Form F-3
- 15.9. For Indian Bidders : Central Public Sector Undertakings of Government of India and firms registered with NSIC are exempted from furnishing Bid Security, provided they are registered for the quoted items upto the monitory limit, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.
- 15.10 Small Scale Industries units registered with NSIC , under its Single Point Registration Scheme, shall be exempted from submission of EMD/Bid Bond.

## **16. PRE-BID MEETING**

- 16.1. The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at MECON Limited, 15<sup>th</sup> Floor, Scope Minor, District Center Laxmi Nagar, Delhi – 110 092, India.
- 16.2. The purpose of meeting will be to clarify issues and to answer queries on any matter that

may be raised at that stage.

Session will also be arranged for bidders to demonstrate the e-Tendering system to facilitate bidders to submit the Bid Online.

- 16.3. The bidder is requested, as far as possible, to submit any queries by courier or by fax to reach Consultant's office not later **than 3 days** before the meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.
- 16.4. The text of the queries raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay (without identifying the sources of the questions) to all the purchasers of the bidding documents .Any modifications of the bidding documents listed in clause 6.1 of ITB that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to clause 8 of ITB and not through the minutes of the pre-bid meeting
- 16.5. Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

## **17. FORMAT AND SIGNING OF BID**

- 17.1. The bidder shall submit e-bid as per Clause 10 of this ITB on GAIL's e-tender website: (<https://etender.gail.co.in>). as per guidelines given therein.
- 17.2. The e-bid shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 17.3. The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.

## **18. ZERO DEVIATION:**

- 18.1 Bidder to note that this is a ZERO deviation bidding document. Employer/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid.
- 18.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder:
  - 18.2.1. Firm prices
  - 18.2.2. Earnest money deposit (EMD) / Bid bond
  - 18.2.3. Scope of work
  - 18.2.4. Specifications
  - 18.2.5. Price schedule
  - 18.2.6. Delivery / Completion Schedule.

- 18.2.7. Period of validity of bid
- 18.2.8. Price Reduction Schedule (PRS).
- 18.2.9. Performance Bank Guarantee (PBG) / Security Deposit.
- 18.2.10. Guarantee
- 18.2.11. Arbitration / Resolution of dispute
- 18.2.12. Force Majeure.
- 18.2.13. Applicable laws
- 18.2.14. EPF registration in case of Domestic bidder
- 18.2.15. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 18.2.16. In case Bidder stipulate deviations, Owner/ MECON have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

## **19. E-PAYMENTS**

- 19.1. GAIL (India) Limited has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should have an account with HDFC Bank or ICICI Bank or State Bank of India so that the payment through e-banking be made to the bidder, in case work is awarded to him. The bidder should give their account number and other details in any one of the above banks to facilitate payment through E-banking.

## **20. VOID**

### **SUBMISSION OF BIDS**

## **21. SEALING AND MARKING OF BIDS**

- 21.1 E-Bid shall be submitted in the following manner in separate e-envelopes duly super scribed as below:
  - Part-I – Techno-commercial / un-priced bid
  - Part-II -Priced Bid
  - Part-III -Original Bid security in physical form with the scanned copy of same uploaded in e-bid.
  - Part-IV-Power of Attorney in physical form with the scanned copy of same uploaded in e-bid.
- 21.2. Techno Commercial Un-priced Bid: (Part I) Original Bid of Techno–commercial Un-priced Bid shall be submitted in Collaboration Folder of e-tender site.
- 21.3. Price Bid: (Part II) Original Price Bid shall be submitted as SRM attachment of e-tender site
- 21.4. Bid Security: (Part III) in physical form : Original of bid security and one copy of the same shall be sealed in an envelope clearly super scribing “Bid Security.

21.5. Power of Attorney (Part-IV) in physical form: Original of Power of Attorney and one copy of the same shall be sealed in an envelope clearly super scribing "Power of Attorney".

21.6. All envelopes containing the documents in physical form required to be submitted by the bidder shall have Bid Document Number and shall be submitted at address mentioned in Cl.21.7 below.

The documents i) EMD / Bid Security ii) Power of Attorney required in physical form as mentioned in IFB/ITB must be received within 7 days from the date of unpriced opening subject to the conditions that the scanned copies of the same have been loaded in e-Tender within the due date and time indicated in the e-Tender. ***In case, EMD not received in physical form within 7 days from the date of unpriced bid opening, the bid will be rejected irrespective of their status/ ranking in tender and not withstanding the fact that a copy of EMD was earlier uploaded by the bidder.***

21.7 Bids must be received online by GAIL through their e-tendering website and documents in other envelopes containing Physical Forms must be received by MECON at the following address:

DGM I/C (Contracts)  
MECON Limited  
15<sup>th</sup> Floor, Scope Minor,  
District Centre , Laxmi Nagar  
Delhi - 110092  
Attn.: Mr. S S Roy

21.8 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

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

## **22. DEADLINE FOR SUBMISSION OF BID**

22.1. The bid must be submitted on line at GAIL e-tender site (<http://etender.gail.co.in>) within due date and time for bid submission and all envelopes containing the documents in physical form as specified in clause no 21.1 can be submitted within 7 days from the bid due date as mentioned in clause no. 21.6.

22.2. The Employer/Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail/fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Employer/Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

**23. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE**

- 23.1. E-system of GAIL shall close immediately after the deadline for submission of bid prescribed by the Consultant pursuant to clause 22 of ITB.
- 23.2. Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

**24. MODIFICATION AND WITHDRAWAL OF BIDS**

- 24.1. The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date of submission as per provision of e-tendering system of GAIL.
- 24.2. **Deleted**
- 24.3. No bid shall be modified after the deadline for submission of bid.
- 24.4. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to clause 15.7 of ITB.

**BID OPENING AND EVALUATION**

**25. BID OPENING**

- 25.1. Un-Priced Techno – Commercial bid opening:
- 25.2. The Employer/Consultant will open the un-priced techno – commercial bids in the presence of bidders' designated representatives at date & time as stipulated in IFB at MECON Limited, Delhi address. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 25.3. VOID

**26. PROCESS TO BE CONFIDENTIAL**

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

**27. CONTACTING THE EMPLOYER/CONSULTANT**

- 27.1. From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Employer for any matter relating to the bid it should do so in writing.
- 27.2. Any effort by a bidder to influence the Employer/Consultant in any manner in respect of bid evaluation or award will result in the rejection of that bid.

**28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

28.1. Techno-Commercial Bid Evaluation.

28.2. The Employer/Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

28.3. Prior to the detailed evaluation, the Employer/Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.

28.4. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and rejected.

28.5. The Employer/Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer/Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

28.6. The Employer/Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer/Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Employer/Consultant deems necessary or prudent to be taken into consideration.

28.7. Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

**29. DELETED**

**30. PRICE BID OPENING**

30.1. The Employer/Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

- 30.2. The Employer/Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 30.3. The bidder's name, prices, and such other details as the Employer/Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

### **31. ARITHMETIC CORRECTIONS**

*The bids will be checked for any arithmetic errors as follows:*

- 31.1 *When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.*
- 31.2 *When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.*
- 31.3 *When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.*
- 31.4 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

### **32. CONVERSION TO SINGLE CURRENCY - VOID**

### **33. EVALUATION AND COMPARISON OF BIDS**

- 33.1 The "Schedule of Rates" quoted for complete scope of work shall be taken up for evaluation.
- 33.2. Work for complete scope of work shall be awarded on least cost basis.

## **AWARD OF CONTRACT**

### **34. AWARD OF WORK.**

- 34.1. The Employer/ Consultant will award the Contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on least cost basis to Employer and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to satisfactorily perform the Contract.
- 34.2. Employer also reserves the right to negotiate the quoted prices before award of work.

### **35. EMPLOYER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID**

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

## **36. NOTIFICATION OF AWARD**

- 36.1. Prior to the expiration of period of bid validity GAIL/MECON will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.
- 36.2. The Progressive Delivery / Completion period shall commence from the date of notification of award / Fax of Acceptance (FOA).
- 36.3. The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 4 of ITB.

## **37. CONTRACT AGREEMENT**

- 37.1. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Employer/Consultant and bidders acceptance there of shall constitute a binding contract between the successful Bidder and the Employer/Consultant based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 37.2. The Contract document shall consist of the following:
- a) Original Bidding Document along with its enclosures issued.
  - b) Amendment/Corrigendum to original Bidding Document issued, if any.
  - c) Fax of Acceptance.
  - d) Detailed letter of Award/Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.
- 37.3. After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).
- 37.4. In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

## **38. PERFORMANCE GUARANTEE**

- 38.1 Pursuant to clause no. 24 of GCC-Works bidder will provide Performance Guarantee of

appropriate value within 15 days of receipt of FOA from the Employer. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract.

Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause 32 (C) of GCC-Works and the Employer may resort to awarding the Contract to the next ranked bidder.

*SSI Units registered with the NSIC, under its single point Registration Scheme shall be exempted from submission of Security Deposit/ Contact Performance Guarantee to the Monetary Limit for which the unit is registered.*

*In partial modification to Clause No. 24 of GCC-Works, Performance Guarantee for 10% of total order/Contract value shall be exclusive of taxes & duties.*

### **39. CORRUPT AND FRAUDULENT PRACTICES**

39.1 The Employer requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Employer, and includes collusive practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

39.2. The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:

39.3. The Employer will declare a firm ineligible for a period pursuant to clause 32 (C) of GCC.

39.4. The bidder(s) are required to execute the "Integrity Pact" attached in the bid document . In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

### **40. WAIVER OR TRANSFER OF THE AGREEMENT**

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

### **41. ORDER OF PRECEDENCE**

41.1. The Articles contained in this Section shall supplement to the Special Conditions of

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

## **42. UNSOLICITED POST TENDER MODIFICATIONS**

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

## **2.4 PROPOSAL FORMS**

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT  
**FORM F-1**

**BIDDER'S GENERAL INFORMATION**

To  
GAIL (India) Limited  
GAIL Bhavan,  
16, Bhikaiji Cama Place,  
R.K. Puram, New Delhi -110066  
India

1-1 Bidder Name: \_\_\_\_\_  
1-2 Number of Years in Operation: \_\_\_\_\_  
1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
if different from above: \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Telephone Number: \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address: \_\_\_\_\_

1-7 Website: \_\_\_\_\_

1-8 Fax Number: \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)  
{If yes, please furnish details}

1-9 ISO Certification, if any

1-10 Bid Currency \_\_\_\_\_

1-11 Port of shipment \_\_\_\_\_

1-12 Whether Supplier / Manufacturer  
Dealer/Trader/Contractor \_\_\_\_\_

1-13 Type of Material Supplies : \_\_\_\_\_

1-14 Banker's Name : \_\_\_\_\_

1-15 Branch : \_\_\_\_\_

1-16 Branch Code : \_\_\_\_\_

1-17 Bank account number : \_\_\_\_\_

**ONLY FOR INDIAN BIDDERS**

1-18 Excise Registration number : \_\_\_\_\_

1-19 Excise Range : \_\_\_\_\_

1-20 Excise Division : \_\_\_\_\_

1-21 Excise Collectorate : \_\_\_\_\_

1-22 Local ST No. : \_\_\_\_\_

1-23 CST No. : \_\_\_\_\_

1-24 PAN No. : \_\_\_\_\_

1-25 Whether SSI Registrant Or not : \_\_\_\_\_

(SIGNATURE OF BIDDER WITH SEAL)

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-2**

**BID FORM AND APPENDIX TO BID FORM**

To  
GAIL (India) Limited  
GAIL Bhavan,  
16, Bhikaiji Cama Place,  
R.K. Puram, New Delhi -110066  
India  
Dear Sir,

Having examining/reviewing the Bidding Documents for the above Contract, including Conditions of Contract, Specification and Schedule of Rates the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to e-bid to execute, complete and maintain the whole of the works as described in, conformity with, the said Bidding Documents, including Addenda Nos. \_\_\_\_\_.

We undertake, if our Bid is accepted, to commence the Works within ( ) days, and to complete and deliver the Works in accordance with the Contract within ( ) months calculated from the date of issue of Notification of Award of Works and in accordance with the Time Schedule provided in the bid document.

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

We agree to abide by this Bid for a period of 120 ( One Hundred Twenty) days from the date fixed for Bid closing / submission and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

We have attached the Appendix to the Bid Form duly signed. Until a final contract is prepared and executed, the Bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

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

SEAL AND SIGNATURE  
DATE:

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

**Notes:**

**1. This certificate should be issued in the Letter Head of the Bidder.**

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

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

TO:  
M/S. GAIL (India) LTD.  
16, Bhikaiji Cama Place,  
NEW DELHI-110066

Dear Sirs,

M/s \_\_\_\_\_ have  
been  
awarded the work of \_\_\_\_\_  
for GAIL ( INDIA) LTD. , 16, Bhikaiji Cama Place, R.K. Puram, NEW DELHI.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of \_\_\_\_\_ ( \_\_\_\_\_ )  
as full Contract Performance Guarantee in the form therein mentioned. The form of payment of  
Contract Performance Guarantee includes guarantee executed by Nationalised Bank,  
undertaking full responsibility to indemnify GAIL (INDIA) LTD., 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) LTD., we  
shall on demand pay without any recourse to the contractor to you in such manner as  
you may direct the said amount of \_\_\_\_\_ only or such  
portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee,  
postpone for any time or from time to time the exercise of any of the powers and rights  
conferred on you under the contract with the said  
\_\_\_\_\_ and to enforce or to forbear from  
endorsing any powers or rights or by reason of time being given to the said  
\_\_\_\_\_ which under law relating to the sureties would but for  
provision have the effect of releasing us.
3. Your right to recover the said sum of \_\_\_\_\_  
( \_\_\_\_\_ ) from us in manner aforesaid will not  
be affected or suspended by reason of the fact that any dispute or disputes have been  
raised by the said M/s. \_\_\_\_\_ and/or that any dispute or  
disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or  
winding up dissolution or changes of constitution or insolvency of the said but shall in all

respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto\_\_\_\_\_, If any further extension of this guarantee is required, the same shall be extended to such required \_\_\_\_\_ period \_\_\_\_\_ on \_\_\_\_\_ receiving \_\_\_\_\_ instruction \_\_\_\_\_ from M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_ Bank

By its Constituted Attorney  
Signature of a person duly  
authorised to sign on behalf of  
the Bank.

**INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE**

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-3**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To  
GAIL (India) Ltd.,  
16, Bhikaiji Cama Place  
R.K. Puram,  
NEW DELHI -110066.

Dear Sir(s),

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

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

We, \_\_\_\_\_ the \_\_\_\_\_ Bank  
at \_\_\_\_\_  
having our Head Office \_\_\_\_\_  
(Local Address) guarantee and undertake to pay immediately on demand without any recourse  
to the bidder by GAIL (India) Ltd., 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 \_\_\_\_\_ [2 months beyond  
the bid validity]. If any further extension of this guarantee is required, the same shall be extended  
to such required period on receiving instructions from  
M/s. \_\_\_\_\_  
whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this  
\_\_\_\_\_ day of \_\_\_\_\_ 2010\_ at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY**

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-4**

**DETAILS OF SIMILAR WORK DONE DURING PAST SEVEN YEARS**

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

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

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)

PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-5**

**PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE**

Bidder shall furnish their experience details with reference to the Work, which pre-qualify them in line with Bid Evaluation Criteria mentioned in IFB.

| Sl. No.                                                                               | Description                                                         | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DETAILS OF Similar works EXECUTED BY BIDDER (Complying the requirement of IFB)</b> |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                       | Basis of Bid Submission                                             | Individual <input type="checkbox"/> Consortium <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                       | <b>In case of Single Bidder</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                       | Name of project, location                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                       | Description of work                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                       | Name of Owner, Postal Address, Phone/ Fax No./ E-mail Address       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                       | Name of Consultant, Postal Address, Phone/ Fax No../ E-mail Address |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                       | Details of Work executed                                            | <ul style="list-style-type: none"> <li>- Diameter of Pipeline -----</li> <li>- Total length of Pipeline-----</li> <li>- ANSI Rating -----</li> <li>- Total length of Pipeline installed in a single stretch having minimum dia 30” -----</li> <li>- Above Pipeline is buried hydrocarbon gas pipeline<br/> <div style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></div> </li> <li>- The above pipeline project involved the following <ul style="list-style-type: none"> <li>i) Construction Management<br/> <div style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></div> </li> <li>ii) Installation &amp; Testing<br/> <div style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></div> </li> </ul> </li> </ul> |
|                                                                                       | Completion Dates                                                    | <ul style="list-style-type: none"> <li>- Date of award : _____</li> <li>- Starting date : _____</li> <li>- Scheduled Completion Date : _____</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Sl. No. | Description         | Details                                                                                                                                                                                                                                                                                                                        |
|---------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                     | - Actual Completion Date : _____<br>- Reasons for delay, if any : _____                                                                                                                                                                                                                                                        |
|         | Supporting Document | Whether copy of Work Order/ Contract Agreement enclosed<br><br>Yes <input type="checkbox"/> No <input type="checkbox"/><br><br>Whether Completion Certificate<br><br>Yes <input type="checkbox"/> No <input type="checkbox"/><br><br>Annual Turnover Statement<br><br>Yes <input type="checkbox"/> No <input type="checkbox"/> |

Note: Bidder should indicate details of similar experience separately for each work, which they consider suitable in line with Bid evaluation criteria, stipulated in IFB. Detail of more Projects may be furnished in the same format. Bidder to note that non-submission of relevant documents may lead to rejection of their bid. Owner reserves the right to evaluate the bids on the details furnished without seeking any subsequent additional information.

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F- 5a**

**ANNUAL TURNOVER**

Annual Turnover data for the last 3 years:

| Year              | Currency | Amount |
|-------------------|----------|--------|
| Year 1: 2008 - 09 |          |        |
| Year 2: 2007 – 08 |          |        |
| Year 3: 2006 – 07 |          |        |

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

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-5b**

**FINANCIAL SITUATION**

Bidder's Name :  
Bidding Document No. :

Date :

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

| Description                                                                           | Year              |
|---------------------------------------------------------------------------------------|-------------------|
|                                                                                       | Amount (Currency) |
| 1. Current assets                                                                     |                   |
| 2. Current Liabilities                                                                |                   |
| 3. Working Capital (Current Assets-Current liabilities)                               |                   |
| 4. Net Worth<br>Owners funds (Paid up share capital and Free Reserves & Surplus) (NW) |                   |
| 5. Profits before taxes (PBT)                                                         |                   |
| 6. Return on Equity (PBT/NW) x 100                                                    |                   |

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

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**F-6**  
**DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS**

| Description of the work | Location of the work | Full Post Address and Phone nos. of Client & Name of Officer-in-charge | Value of Contract | Date of Commencement of work | Scheduled Completion Time (Months) | Date of Actual Completion | Reasons for delay in project completion, if any |
|-------------------------|----------------------|------------------------------------------------------------------------|-------------------|------------------------------|------------------------------------|---------------------------|-------------------------------------------------|
|                         |                      |                                                                        |                   |                              |                                    |                           |                                                 |

Note: Copies of letter of award and completion certificate for the above works to be enclosed.

The work completed earlier than three years need not be indicated here.

The list of work, not of similar nature need not be indicated here.

Failing to comply aforementioned instructions may lead to rejection of bid.

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-7**

**CONCURRENT COMMITMENTS**

| Sl. No. | Full postal address of officer-in-charge /contract person With fax/telephone /contact person With fax/telephone Nos. | Description of the work | Value of Contract | Date of Commencement of work | Schedule Completion Period | % completion as on date | Expected date or Actual Date of Completion | Remark |
|---------|----------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------|------------------------------|----------------------------|-------------------------|--------------------------------------------|--------|
|         |                                                                                                                      |                         |                   |                              |                            |                         |                                            |        |
|         |                                                                                                                      |                         |                   |                              |                            |                         |                                            |        |
|         |                                                                                                                      |                         |                   |                              |                            |                         |                                            |        |
|         |                                                                                                                      |                         |                   |                              |                            |                         |                                            |        |
|         |                                                                                                                      |                         |                   |                              |                            |                         |                                            |        |
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|         |                                                                                                                      |                         |                   |                              |                            |                         |                                            |        |
|         |                                                                                                                      |                         |                   |                              |                            |                         |                                            |        |

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-8**

**COMPLIANCE TO BID REQUIREMENT**

M/s. GAIL (India) Limited,  
16, Bhikaiji Cama Place ,  
New Delhi- 110066  
India

Dear Sir(s),

We confirm that our Bid complies with the total Techno-Commercial requirements of Bidding Document and its amendment (if any) without any deviation.

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-9**

**CERTIFICATE INDEMNIFYING GOVERNMENT OF INDIA**

M/s. GAIL (India) Limited,  
16, Bhikaiji Cama Place ,  
New Delhi- 110066  
India.

Dear Sir(s),

It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities that the Owner is an independent legal entity with power and authority to enter into contracts, solely in its own behalf under the applicable laws of India and general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under this agreement.

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-10**

**DETAILS OF P.F. REGISTRATION**

M/s. GAIL (India) Limited,  
16, Bhikaiji Cama Place ,  
New Delhi- 110066  
India.

Dear Sir(s),

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

PF REGISTRATION NO. :

DISTRICT & STATE :

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-11**

**COMMERCIAL QUESTIONNAIRE**

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

| SL. NO. | MECON'S QUERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BIDDER'S REPLY/<br>CONFIRMATION |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
|         | equipments mentioned in the Bidding document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |
| 14.0    | Confirm your acceptance to the minimum construction manpower mentioned in the bidding document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |
| 15.0    | Confirm that there is no terms & conditions mentioned in the Price part and in case any terms and conditions is mentioned, the same shall be treated as null & void.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |
| 16.0    | Please confirm that all safety rules & regulations as mentioned in bidding document or notified at later date by Employer/Consultant during execution shall be adhered by Contractor within quoted Prices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                 |
| 17.0    | Detailed planning schedule developed by Contractor after Contract award may be subject to fluctuations depending upon actual progress of the project and available Work front. Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely Completion of all Work as per Employer/Consultant's construction and priority schedule and in accordance with the available Work front are to be included in the pricing". Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work, which may be reviewed and commented by us during pre award stage/ post award stage |                                 |
| 18.0    | Confirm that all the forms are filled and submitted along with un-price part of offer, strictly as per proforma given in the bidding document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |
| 19.0    | Confirm that your price is fixed till completion of work in all respect as specified in Special conditions of contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |
| 20.0    | Confirm that the bidder has not been banned or de-listed by any Govt. or quasi Govt. agencies or PSU.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |
| 21.0    | Confirm that the contents of bidding document have not been altered or modified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |
| 22.0    | Please confirm the following<br><br>A bidder shall not be affiliated with a firm or entity<br><br>i) that has provided consulting services related-to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or<br><br>(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/ Consultant for the contract.                                                                                                                                                                                                                                                                                                                     |                                 |
| 23.0    | Please confirm that the bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 |
| 24.0    | Please confirm the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |
| a)      | Price reduction schedule as per cl. no. 27.0 of GCC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 |

| SL. NO. | MECON'S QUERY                                                                                                                                                    | BIDDER'S REPLY/<br>CONFIRMATION |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| b)      | Payment terms as per SCC                                                                                                                                         |                                 |
| c)      | Force Majeure as per cl. No. 26.0 of GCC                                                                                                                         |                                 |
| d)      | Arbitration as per cl. No. 107.0 of GCC                                                                                                                          |                                 |
| e)      | Defect Liability Period as per cl. No. 80 of GCC                                                                                                                 |                                 |
| 25.0    | Please confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 10% of order/contract value shall be furnished as per provision of bid document |                                 |

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

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

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-12**

**LETTER OF AUTHORITY**

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

No.

Date:

GAIL (India) Limited  
GAIL Bhavan,  
16, Bhikaiji Cama Place,  
R.K. Puram, New Delhi -110066  
India

Dear Sir,

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

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

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

Yours faithfully,  
Signature  
Name & Designation  
For and on behalf of

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

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

**FORM F-13**

**LIST OF ENCLOSURES**

GAIL (India) Limited  
GAIL Bhavan,  
16, Bhikaiji Cama Place,  
R.K. Puram, New Delhi -110066  
India

Dear Sir,

**A.** We are enclosing the following documents in Physical form as part of the e-bid:

1. Power of Attorney of the Signatory to the Bidding Document.
2. Bid Security

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

1. Documentary evidence required for meeting the stipulated experience and financial criteria(s) as stipulated in IFB.
2. Organisation chart of the bidder and the structure assigned for execution of the work under this bid.
3. Methodology of execution of work
4. Execution schedule with interlinking of various activities in the form of bar chart meeting the progressive delivery / completion schedule.
5. Copy of Bidding Documents along with addendum/corrigendum no. .. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents.
6. QA/QC Manuals.
7. Health Safety and Environment (HSE) Policy and HSE Manual

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

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

**FORM F-14****CHECK LIST**

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

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

| S. NO. | DESCRIPTION                                                                                                                                                                        | STATUS                   |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1.0    | Signing and stamping each sheet of offer, original e-bid document including drawings, addendum (if any)                                                                            | <input type="checkbox"/> |
| 2.0    | Confirm that the following details have been submitted in the Un-priced part of e-bid                                                                                              | <input type="checkbox"/> |
|        | a) Covering Letter, Letter of Submission                                                                                                                                           | <input type="checkbox"/> |
|        | b) Letter of Authority (Form F-12) in physical form                                                                                                                                | <input type="checkbox"/> |
|        | c) Signed and stamped original copy of bidding document along with drawings and addendum (if any)                                                                                  | <input type="checkbox"/> |
|        | d) Power of Attorney in the name of person signing the bid, in Physical form.                                                                                                      | <input type="checkbox"/> |
|        | e) Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart                                                                 | <input type="checkbox"/> |
| 3.0    | Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)                                                                                | <input type="checkbox"/> |
| 4.0    | Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, signed and stamped on each page separately | <input type="checkbox"/> |
| 5.0    | Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.                                                   | <input type="checkbox"/> |
| 6.0    | Confirm that any correction in documents submitted in Physical form alongwith Un-priced part of e-bid has been initialled and stamped by the authorized person.                    | <input type="checkbox"/> |
| 7.0    | Confirmation that no deviations are taken against commercial and technical specifications of the bid document.                                                                     | <input type="checkbox"/> |
| 8.0    | Confirm that annual reports for last three financial years & duly filled in Form 5a & 5b are enclosed in the offer for financial assessment.                                       | <input type="checkbox"/> |
| 9.0    | Confirm that all the documents as specified under IFB required for meeting the Bidder Qualification Criteria are enclosed in the bid separately.                                   | <input type="checkbox"/> |

**(Seal and Signature of Bidder)**

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**F-15**

**UNDERTAKING OF NOT BEING BANNED / DELISTED.**

We confirm that M/s ..... has not been banned or de-listed by  
any Govt. or quasi Govt. agencies or PSU.

\_\_\_\_\_  
(SEAL AND SIGNATURE OF BIDDER)

**Note : To be submitted on Company's letter head**

**F-16**

**UNDERTAKING OF NOT BEING RELATED.**

We confirm the following :-

M/s ..... shall not be affiliated with a firm or entity

ii) that has provided consulting services related-to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/ Consultant for the contract.

\_\_\_\_\_  
(SEAL AND SIGNATURE OF BIDDER)

**Note : To be submitted on Company's letter head**

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**F-17**

**UNDERTAKING**

We confirm that M/s ..... shall not be under declaration of ineligibility by employer for corrupt or fraudulent practices as defined in ITB.

\_\_\_\_\_  
(SEAL AND SIGNATURE OF BIDDER)

**Note : To be submitted on Company's letter head**

BID DOCUMENT NO. 05/51/23M3(PH-1)/GAIL/001A-i)  
PROJECT : KOCHI KOOTTANAD BANGALORE MANGALORE PIPELINE PROJECT

**FORM F-18**

**For Bidder's Queries For Pre-Bid Discussion**

| Sl.<br>No. | Reference of bidding document |          |               |         | Bidder's Query | Owner Reply |
|------------|-------------------------------|----------|---------------|---------|----------------|-------------|
|            | Part/Vol.                     | Page No. | Clause<br>No. | Subject |                |             |
|            |                               |          |               |         |                |             |
|            |                               |          |               |         |                |             |
|            |                               |          |               |         |                |             |
|            |                               |          |               |         |                |             |
|            |                               |          |               |         |                |             |
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|            |                               |          |               |         |                |             |
|            |                               |          |               |         |                |             |
|            |                               |          |               |         |                |             |

**NOTE:** The Pre-Bid Queries may be sent on fax numbers 0091-11- 22041214/22421310 and also by e-mail to [mecondly@bol.net.in](mailto:mecondly@bol.net.in)

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

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

## 2.5 INTEGRITY PACT

## **INTEGRITY PACT**

### **INTRODUCTION:**

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

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

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

## **ANNEXURE-1**

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

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

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

### **II VIOLATIONS & CONSEQUENCES:**

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. GAIL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- c) Subject to satisfaction of the Independent External Monitor, GAIL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GAIL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

#### **INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

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

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in GAIL or directly with the IEMS on the panel c/o Chief Vigilance Officer, GAIL ( India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

## ANNEXURE-2

### **INTEGRITY PACT**

(To be executed on plain paper and applicable to all tenders of the value of Rs. one crore and above)

Between GAIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as "Principal").

AND

..... (here-in-after referred to as "The Bidder/Contractor").

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

### **PREAMBLE**

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

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation 'Transparency International' (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
  - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
  - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share 'the same information to all Bidders and will not provide to any Bidder confidential/additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
  - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 - Commitments and Undertakings by the Bidder/Contractor**

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
  - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
  - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

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

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

- 1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
- 2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked - by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

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

the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

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

#### **Section 5 - Previous transgression**

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

### **Section 8 -Independent External Monitor / Monitors**

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

(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of ONGC.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors - shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

### **Section 9 - Pact Duration**

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

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

### **Section 10 - Miscellaneous Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side Agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

\_\_\_\_\_  
(Name & Designation)  
For the Principal

\_\_\_\_\_  
(Name & Designation)  
For the Bidder/Contractor

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

Witness 1: \_\_\_\_\_

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

Witness 2: \_\_\_\_\_

## **PART C**

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**PART C**

**GENERAL CONDITIONS OF CONTRACT**

**FOR**

**PROCUREMENT OF WORKS**



**GAIL (INDIA) LIMITED**

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|      |                                                |
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- |       |                                                                                                                                  |
|-------|----------------------------------------------------------------------------------------------------------------------------------|
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|-------|----------------------------------------------------------------------------------------------------------------------------------|

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- |    |                                                          |
|----|----------------------------------------------------------|
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# **General Conditions of Contract**

## **Section- I. Definitions**

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

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 The EMPLOYER/COMPANY/GAIL means GAIL (INDIA) LTD., a public limited company, incorporated under the Company's act 1956 and having its Registered office at 16, Bhikaji Cama Place, New Delhi 110066 and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the GAIL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 CONSULTANT: means ----- who are the consulting engineer to the Employer for this project and having registered office at -----  
-----  
-----
- 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.

- 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GAIL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.12 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.14 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.15 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.16 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/EMPLOYER after the period of liability is over.
- 1.1.17 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

- 1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/EMPLOYER.
- 1.1.32 "COMMISSIONING" shall mean pressing into service of the system

including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

- "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

## Section-II General Informations

### 2. General Information

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

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

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

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

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

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

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

#### 2.4 Power Supply:

- 2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity **nor have any liability in respect thereof**. No claim for compensation for any failure or short supply of electricity will be admissible.
- 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.
- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the

power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.

- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No

tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

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

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

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

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

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

#### **3. Submission of Tender:**

- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
- 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
- 3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.
- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for \_\_\_\_\_ Project of GAIL (India) Limited due for opening on \_\_\_\_\_]. The *Full Name, Address and Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

#### **4. Documents:**

##### **4.1 General:**

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and

signed by the tenderer as prescribed in different clauses of the Tender Documents.

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

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

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

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

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.

- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
  - c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.
- 4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.
- 4.5 Signature of Tenderer:
- 4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.
- 4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.
- 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.
- 4.7 Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).
- 4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s GAIL (India) Limited, and that M/s GAIL (India) Ltd., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s GAIL (India) Ltd. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s GAIL (India) Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**5. Transfer of Tender Documents:**

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

**6. Earnest Money:**

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

The bid guarantee shall be submitted in the prescribed format .

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

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

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

**7 Validity:**

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him along with tender.

**8 Addenda/Corrigenda**

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

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

- 9 Right of Employer to Accept or Reject Tender:**
- 9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. *At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.*
- Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 10 Time Schedule**
- 10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.
- 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
- 10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.
- 11 Tenderer's Responsibility**
- 11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS *or for any delay in performance.*
- 12 Retired Government or Company Officers**
- 12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees

is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.

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| <b>13 Signing of the Contract:</b>                                   | 13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>14 Field Management &amp; Controlling/Coordinating Authority:</b> | <p>14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.</p> <p>14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.</p>                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>15 Note to Schedule of Rates:</b>                                 | <p>15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.</p> <p>15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.</p> <p>15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.</p> <p>15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.</p> <p>15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.</p> |
| <b>16 Policy for Tenders Under Consideration:</b>                    | <p>16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GAIL to the Bidder.</p> <p>16.2 <u>Zero Deviation:</u> Bidders to note that this is a ZERO DEVIATION TENDER. GAIL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.</p>                                                                                                                                 |

Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

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| <b>17 Award of Contract:</b>                | 17.1 | The Acceptance of Tender will be intimated to the successful Tenderer by GAIL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                             | 17.2 | GAIL will be the sole judge in the matter of award of CONTRACT and the decision of GAIL shall be final and binding.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>18 Clarification of Tender Document:</b> | 18.1 | The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GAIL in triplicate. GAIL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender. |
|                                             | 18.2 | Verbal clarification and information given by GAIL or its employee(s) or its representatives shall not in any way be binding on GAIL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>19 Local Conditions:</b>                 | 19.1 | It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable GAIL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.                                                                                                                                                                                                                                               |
|                                             | 19.2 | It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>20 Abnormal Rates:</b>                   | 20.1 | The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).                                                                                                                                                                             |

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

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| <b>21 Priority of Contract Documents</b> | 21.1 | Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the |
|------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

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

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

- 21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.
- 21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

## **22 Special Conditions of Contract:**

- 22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall

perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

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

**23 Contractor to obtain his own Information:**

- 23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

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

It is, therefore, expected that should the CONTRACTOR have any doubt

as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before [submission of tender](#). The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

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

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

**24 Contract Performance Security:**

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, [a security in the sum of 10%](#) of the accepted value of the tender or the actual value of work [to be done](#) whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

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

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash,

bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

## **25 Time of Performance:**

### **25.1 Time for Mobilisation**

The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

### **25.2 Time Schedule of Construction:**

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

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

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

## **26 Force Majeure:**

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

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

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

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

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

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

## 26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

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

## 27 **Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price,

by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

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

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

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

27.3 BONUS FOR EARLY COMPLETION

If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

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

**28 Rights of the employer to  
forfeit contract performance  
security:**

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

**29 Failure by the contractor to  
comply with the provisions  
of the contract:**

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

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in

progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

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

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

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

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

- 29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.
- 29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.
- 30 Contractor remains liable to pay compensation if action not taken under clause 29:**
- 30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in .the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN- CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.
- 31 Change in constitution:**
- 31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

**32 Termination of contract**

**32(A) TERMINATION OF CONTRACT FOR DEATH:**

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

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

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

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

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

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

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

**34 Employer not bound by**

**34.1** The CONTRACTOR shall not be entitled to any increase on the

|    |                                                         |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|---------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>personal representations:</b>                        |      | 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 | <b>Contractor's office at site:</b>                     | 35.1 | The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 36 | <b>Contractor's subordinate staff and their conduct</b> | 36.1 | The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them. |
|    |                                                         | 36.2 | If and whenever any of the CONTRACTOR's or SUB-CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.     |
|    |                                                         | 36.3 | The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

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

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

### 37 Sub-letting of works:

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

#### i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

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

#### ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

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

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

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of

any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:

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

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

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

**38 Power of entry:**

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of

the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or

- vii) if the CONTRACTOR shall abandon the WORK or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

**then** in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

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

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets

grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

- |                                       |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>40 Other agencies at site:</b>     | 40.1 | The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.                                                                                                                                                                                                                             |
| <b>41 Notice:</b>                     | 41.1 | <p><u>TO THE CONTRACTOR:</u></p> <p>Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.</p>                                                                                                                                                                                  |
|                                       | 41.2 | <p><u>TO THE EMPLOYER:</u></p> <p>Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. GAIL (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.</p>                                                                                                                                                                                                                                                        |
| <b>42 Right of various interests:</b> | 42.1 | <p>i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.</p> <p>ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the</p> |

ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

**43 Patents and royalties:**

- 43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.
- 43.2 All charges on account of royalty, toilage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.
- 43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.
- 43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall

obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

**44 Liens:**

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

**45 Delays by employer or his authorised agents:**

- 45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.
- 45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule

of Completion.

In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

**46 Payment if the contract is terminated:**

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.

b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

a) Any and all completed works.

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

**47 No waiver of rights:**

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

**48 Certificate not to affect right of employer and liability of**

48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER,

|                                   |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <b>contractor:</b>                |      | nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER. |
| <b>49 Language and measures:</b>  | 49.1 | All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.                                                                                                                                                                                                                                                                                                                                                                                |
| <b>50 Transfer of title:</b>      | 50.1 | The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                   | 50.2 | However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>51 Release of information:</b> | 51.1 | The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity , quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.                                                                                                                                                                                                                                                                                                                                     |
| <b>52 Brand names:</b>            | 52.1 | The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.                                                                                                                                                                                                                                                                                                                                  |
| <b>53 Completion of contract:</b> | 53.1 | Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>54 Spares:</b>                 | 54.1 | The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.                                                                                                                                                                                                                                                                                                                                                                                                               |

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

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

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

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|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>55 Execution of work:</b>                    | 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT. |
| <b>56 Co-ordination and inspection of work:</b> | 56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.                                                                                                                                                                                                                                                       |
| <b>57 Work in monsoon and dewatering:</b>       | <p>57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.</p> <p>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.</p>                                                                                                                                                                                                                                                  |
| <b>58 Work on sundays and holidays:</b>         | 58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

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

- 59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.
- 59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.
- 59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

**60 Alterations in specifications, design and extra works:**

- 60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

- 60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or

substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d)

above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus ( $\pm$ )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 tenderer shall be paid compensation for decrease in the value of work, as follows:

| S.No. | Range of Variation                         | Percentage compensation for decrease in the value of work in the respective range.                                                                                                                                                                                                            |
|-------|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a)    | Beyond (+) 25% upto & inclusive of (+) 50% | No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).                                                                                                                                                                |
| b)    | Beyond (-) 25% upto & inclusive of (-) 50% | For reduction beyond 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value. |

## II. For Lumpsum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER-IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

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

- 63 Setting out works:**
- 63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.
- 63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.
- 63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.
- 64 Responsibility for level and alignment:**
- 64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.
- 65 Materials to be supplied by contractor:**
- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for

the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

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

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

**66 Stores supplied by the employer:**

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

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

**67 Conditions for issue of materials:**

67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

- ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
- iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
- vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.
- viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER-IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to the ENGINEER-IN-

CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.

- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.
- xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.

**68 Material procured with assistance of employer/return of surplus:**

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

**69 Materials obtained from dismantling:**

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

**70 Articles of value found:**

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which

shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

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|----------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>71 Discrepancies between instructions:</b>      | 71.1 | Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN- CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>72 Action where no specification is issued:</b> | 72.1 | In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>73 Inspection of works:</b>                     | 73.1 | The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection. |
|                                                    | 73.2 | No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.<br><br>The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER-IN-CHARGE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                    | 73.3 | The CONTRACTOR shall make available to the ENGINEER-IN-CHARGE free of cost all necessary instruments and assistance in checking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

**74 Tests for quality of work:**

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

**75 Samples for approval:**

- 75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

**76 Action and compensation in case of bad work:**

- 76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case

may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

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|--------------------------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>77 Suspension of works:</b>                                                                                           | 77.1 | <p>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.</p> <p>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.</p> |
| <b>78 Employer may do part of work:</b>                                                                                  | 78.1 | <p>Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.</p>                                                                                                                                                                                                                                                                              |
| <b>79 Possession prior to completion:</b>                                                                                | 79.1 | <p>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.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>80 (Defects liability period) twelve months period of liability from the date of issue of completion certificate:</b> | 80.1 | <p>The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER-IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials</p>                                                                                                                                                                                                                                                                                                                                         |

consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

- 80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER.

### 80.3 LIMITATION OF LIABILITY

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

## 81 Care of works:

- 81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

### 81.1 DEFECTS PRIOR TO TAKING OVER:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at

the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

#### 81.2 DEFECTS AFTER TAKING OVER:

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

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

#### **82 Guarantee/transfer of guarantee:**

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

to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

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

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

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

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

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

**85 Indemnity**

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

- 86 Construction aids, equipments, tools & tackles:** 86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

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

- 87 Schedule of rates and payments:** 87.1 i) CONTRACTOR'S REMUNERATION:
- The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.
- ii) SCHEDULE OF RATES TO BE INCLUSIVE:
- The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The

opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered

by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

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

88.1 BILLING PROCEDURE:

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

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

88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 GAIL shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out

in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 COMPUTERISED BILLING SYSTEM: GAIL (India) Limited has introduced Computerised Billing System whereby when the Bills are submitted in GAIL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through GAIL's website.

88.2 SECURED ADVANCE ON MATERIAL:

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

88.3 DISPUTE IN MODE OF MEASUREMENT:

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

88.4 ROUNDING OF AMOUNTS:

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

**89 Lumpsum in tender:**

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

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

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

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

- 91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.
- 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

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

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

by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

**93 Receipt for payment:**

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

**94 Completion certificate:**

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

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

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

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

94.2 COMPLETION CERTIFICATE:

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

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

surplus materials as aforesaid except for any sum actually realised by the sale thereof.

**94.3 COMPLETION CERTIFICATE DOCUMENTS:**

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

- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

**95 Final decision and final certificate:**

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

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

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

**97 Deductions from the contract price:**

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

period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

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

### **98 Taxes, Duties, Octroi etc:**

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

### **99 Sales tax/turnover tax:**

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

### **100 Statutory variations**

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

### **101 Insurance:**

#### **101.1 GENERAL**

CONTRACTOR shall at his own expense arrange secure and maintain

insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

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

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

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

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

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

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

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

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

V) COMPREHENSIVE AUTOMOBILE INSURANCE

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

VI) COMPREHENSIVE GENERAL LIABILITY INSURANCE

- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.
- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and

shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

**102 Damage to Property or to any Person or any Third Party**

- 102.1
- i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.
  - ii) The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

- iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

## SECTION-VIII Labour Laws

### 103 Labour laws:

- 103.1
- i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
  - ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
  - iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
  - iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
  - v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
  - vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
  - vii) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
  - viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes

Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

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

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

**105 Contractor to indemnify the employer:**

105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the

EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

**106 Health and sanitary arrangements for workers:**

- 106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.
- 106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in

the labour colony.

## SECTION-IX Applicable Laws and Settlement of Disputes

### 107 Arbitration:

107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

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

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

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

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved

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

**108 Jurisdiction:**

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

**SECTION-X Safety Codes**

**109 General:**

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

**110 Safety regulations:**

- 110.1
- i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
  - ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

**111 First aid and industrial injuries:**

- 111.0
- i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
  - ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

- iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.
- 112 General rules:** 112.0 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.
- 113 Contractor's barricades:** 113.0
- i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-
    - a) Excavations
    - b) Hoisting Areas.
    - c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
    - d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
    - e) Rail Road unloading spots.
  - ii) CONTRACTOR's employees and those of his SUB-CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
  - iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.
- 114 Scaffolding:** 114.1
- i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
  - ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
  - iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should

be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

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

v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

**115 Excavation and trenching:**

- 115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

**116 Demolition/general safety:**

- 116.1
- i) Before any demolition work is commenced and also during the progress of the demolition work
  - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
- c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to

wash them during and on cessation of work.

- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
  - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
  - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
  - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
  - e) In case of departmental machine, the safe working load shall be notified by the ENGINEER- IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may

be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

|                                              |       |                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>117 Care in handling inflammable gas:</b> | 117.1 | The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER                                                                                                                                                               |
| <b>118 Temporary combustible structures:</b> | 118.1 | Temporary combustible structures will not be built near or around work site.                                                                                                                                                                                                                                                                                                                                |
| <b>119 Precautions against fire:</b>         | 119.1 | The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site. |
| <b>120 Explosives:</b>                       | 120.1 | Explosives shall not be stored or used on the WORK or on the SITE by                                                                                                                                                                                                                                                                                                                                        |

the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.

**121 Mines act:**

121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

**122 Preservation of place:**

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

**123 Outbreak of infectious diseases:**

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

**124 Use of intoxicants:**

124.1 The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

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

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

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

**AND WHEREAS**

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

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the

date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to GAIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to GAIL forthwith on demand in writing without protest or demur the value as specified by GAIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with GAIL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

AND THE CONTRACTOR hereby agrees with GAIL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of GAIL arising hereunder upto and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to GAIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of GAIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GAIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by GAIL to the CONTRACTOR as to the value of such said materials lost, damaged,

destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GAIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GAIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

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

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

## PROFORMA FOR CONTRACT AGREEMENT

LOA No. GAIL /

dated -----

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

### WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work

to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

#### AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

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

EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

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

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

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

the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

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

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

Signed and Delivered for and on  
on behalf of EMPLOYER.

Signed and Delivered for and  
on behalf of the CONTRACTORS.

GAIL (INDIA) LIMITED

(NAME OF THE CONTRACTOR)

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

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

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

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

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

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

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **PART - D**

- 4.0 Special Condition of Contract
- 4.1 Appendix to SCC



GAIL (INDIA) LTD.

KOCHI KOOTTANAD BANGALORE MANGALORE  
PIPELINE PROJECT

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2. PHILOSOPHY OF EXECUTION
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5. SITE CLEANING AND RESTORATION
6. SCOPE OF WORK
7. INCOME TAX
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10. MOBILIZATION ADVANCE
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**SPECIAL CONDITION OF CONTRACT**

**1.0 GENERAL**

- a. Special Condition 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.
- b. Notwithstanding the sub-division of the documents into these separate sections and volumes ever 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.
- c. Where any portion of the General Condition of Contract is repugnant to or 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.
- d. Wherever it is mentioned in the spec that the CONTRACTOR shall perform certain WORK to provide certain facilities, It is understood that the CONTRACTOR shall do so at his best and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- e. 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.
- f. In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
  - i) Letter of Acceptance.
  - ii) FAX of Acceptance.
  - iii) Schedule of Rates as enclosures to Letter of Acceptance.
  - iv) Job/ Particular Specifications.
  - v) Drawings
  - vi) Technical Material Specifications.
  - vii) Special Conditions of Contract.
  - viii) General Conditions of Contract.
  - ix) Indian Standards
  - x) Other applicable Standards
  - xi) It will be the Contractors responsibility to bring to the notice of Engineer-in-Charge any conflict In the contract documents before starting the work (s) or making the supply with reference which the conflict exists.



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In the absence of any Specifications covering any material, design of work the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

- g. The Tenderer shall satisfy MECON / GAIL that he possesses the necessary technical experience and has adequate equipment, facilities and manpower to ensure that contract work shall be of best quality and workmanship. Necessary particular in this regard are to be furnished with the tender.
- h. The Tenderer shall submit along with his tender a bar chart showing his program of executing the contract work.
- i. The Tenderer shall submit his plan of action along with his tender giving the details of work plan for fieldwork and drawing office work such as nos. of survey teams. Composition of each team and their projected output, and drafting facilities to be deployed.
- j. The work is to be carried out in the proposed area as per the chainages specified on Route survey maps and as per directions of Engineer-in-Charge.
- k. The Tenderer shall obtain the necessary permission from the appropriate authorities to carryout the work i.e. collection of existing maps and complete the site survey job and keep MECON/ GAIL indemnified from all legal responsibilities.
- l. The Tenderer shall develop a detailed execution plan before start of the work. The whole work shall be distributed among sufficient no. of survey /Geo-technical teams to work on designated locations independently. Each team shall be headed by an experienced surveyor/Geo-technical expert having similar experience along with a team of skilled/semi skilled staff. The Tenderer shall co-ordinate his work distributed among various teams/groups.
- m. The Tenderer shall mobilize at his cost all necessary instruments, materials, consumable, tools and tackles, power, transport, etc. required for undertaking the work.
- n. The Tenderer shall familiarize himself with the site conditions before submission of tender. Failure to do so shall not absolve him of his responsibility about proper execution of contract work. No claims for extra payment due to any special site conditions shall be considered after acceptance of tender.
- o. The Tenderer shall perform his services as per the technical specifications and obtain necessary clarifications and instructions from the Engineer-in-Charge, if necessary.



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- p. Depending on site conditions and engineering requirements, MECON/ GAIL reserves the right to change the locations and limits of investigations to any extent from time to time during the execution of work.
- q. The Engineer-in-Charge reserves the right to accompany the Tenderer to the site at any time during the execution of the work with or without prior intimation to the Tenderer.
- r. During the execution of the work at site, the instructions given by the Engineer-in-Charge shall be final and binding on the Tenderer and shall be observed in full with respect to technical specification, drawing, methods of conducting work priorities of various part of work and any other instruction as may be necessary.
- s. The work shall be inspected and passed by the Engineer-in-Charge from time to time at site. The Tenderer shall provide all facilities for such inspections free of cost. Not withstanding any inspection of the site. MECON/ GAIL shall have the right to reject any work not conforming to the technical specification without being liable for any explanations or compensations.
- t. During the execution of the work, if any problem arises which is not covered by the technical specifications, the Tenderer shall seek necessary clarifications and instructions from the Engineer-in-Charge. Such instructions shall be binding on the Tenderer and shall be observed in full.
- u. The Tenderer shall strictly follow statutory requirements/obligations including government byelaws and also the instructions issued by the Engineer-in-Charge from time to time.
- v. The Tenderer shall have no claim whatsoever against MECON/ GAIL for reduction or increase in the scope of work either in part or full at any stage of work. In case quantities under a particular item are increased the same shall be executed at the contract rates.
- w. All data/information including any unusual data/information obtained during site survey/Geo-technical Investigation shall be immediately brought to the notice of Engineer-in-Charge.
- x. Location plans, maps, sketches etc. shall be passed on to MECON/ GAIL and shall become MECON/ GAIL property.
- y. The Tenderer shall ensure timely and satisfactory completion of the contract work.
- z. A survey report comprising descriptive note regarding the site conditions and special features shall be submitted alongwith route plans. Detailed sketches to be made wherever required or desired by MECON/ GAIL.



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2.0 **PHILOSOPHY OF EXECUTION**

2.1 It is intended to select a suitable agency for carrying out topographic survey work along with Geo-technical investigation of the terminals and stations and Hydrological, Geotechnical, Topographical survey for Major Water Bodies along the proposed Bawana Nangal Pipeline.

2.2 The scope of work defined in the tender is to be carried out in following methodology:

- i) Plot / Topographic Survey of Dispatch terminal, Receiving Terminal and SV stations & other plots (if required) along with their approaches.
- ii) Geotechnical survey of above terminals / stations / plots.
- iii) Topographical, Geotechnical details and Hydrological Survey of Major Water Bodies
- iv) Preparation of Survey Report along with topographic survey drawing of all plots and Geo-technical details of the various plots and Topographical, Geotechnical details and Hydrological Survey of Major Water Bodies in required number of sets in Hard and soft copies.

2.3 The work is to be carried out as per the work order to be issued to the contracted agency by the Engineer on the basis of item rates and as per the Schedule of Rates indicated in the work order.

3.0 **VOID**

4.0 **SITE CLEANING AND RESTORATION**

4.1 The Contractor shall ensure cleaning of the work sites from time to time for easy access to work site and also ensure safety precautions in that area.

5.0 **SCOPE OF WORK**

The Scope of Work shall be as set out in Technical Specification.

6.0 **INCOME TAX**

Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the income Tax Act prevailing from time to time.

7.0 **VOID**

8.0 **WORKS CONTRACT**



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The work as per Scope of Work covered under this contract shall be treated as 'Works Contract.

9.0 **MOBILIZATION ADVANCE**

No Mobilization advance shall be paid for this particular contract/ tender.

10.0 **MEASUREMENT OF WORKS**

In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of Appendix-II to SCC shall also apply.

11.0 **TERMS OF PAYMENT**

Basis and terms of payment shall be as set out in Appendix-I to SCC.

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

- a. Clause No. 20.0 of GCC is modified to the following extent
- b. "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:
    - Based on rated of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
    - In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

13.0 **STATUTORY APPROVALS**

- a. The approval from any authority (e.g. BR Inspector, Electrical Inspector) required as per statutory rules and regulations of Central State Government local Bodies shall be the contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval inspection by concerned authorities.
- b. The inspection of the works by the authorities shall be arranged by the Contractor and



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necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the owner to the contractor on production of documentary evidence.

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

14.0

**TESTS AND INSPECTION**

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



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15.0

**COMPUTERIZED CONTRACTORS BILLING SYSTEM**

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

16.0

**QUALITY ASSURANCE / QUALITY CONTROL**

- a. Bidder shall include in his offer the Quality Assurance Program containing the overall quality management and procedures. This is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance program shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.
- b. The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- c. Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.
- d. The Owner/Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/ site as deemed necessary for quality assurance.
- e. The contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA / QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer
- f. In case contractor fails to follow the instructions of Engineer-in-charge with respect to



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

17.0 **COMPLETION DOCUMENTS**

The Contractor shall submit the following documents as a part of the — completion documents. These will be in addition to those mentioned in the General Conditions of Contract.

- i) One set of reproducible on polyester of construction drawings showing herein the execution of the work duly approved by the Engineer-in-Charge.
- ii) Any other reports / certificates / drawings as stipulated in the Technical Specifications in triplicate.

18.0 **CO-ORDINATION WITH OTHER AGENCIES**

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

19.0 **WRONG INFORMATION**

If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, GAIL/MECON reserves the right to reject his BID without any reference to the Bidder.

20.0 **ADDITIONAL WORKS/ EXTRA WORKS / VARIATION IN QUANTITIES**

- a. Owner reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works an incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.
- b. The quantities indicated in the Schedule of rates are tentative and may vary upto +/- 50% . No compensation shall be admissible on account of increase / decrease in the quantities.

21.0 **PROJECT PLANNING SCHEDULING AND MONITORING SYSTEM**

The Contractor shall follow the specifications with respect to project planning, scheduling and monitoring system as laid down in Appendix-IIIsI to this Special Conditions of Contract



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MECON LIMITED

22.0

**SURVEY EQUIPMENT AND ORGANIZATION**

a. **Survey Equipment**

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipments 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 schedule, without any additional to owner. The bidder shall submit a list of equipments he proposes to deploy for the subject work along with deployment schedule. No equipment shall be supplied by the Owner.

b. **Organization (Head Office & Site Office)**

The bidder shall submit the details of organization proposed by him at head office & site of work for the implementation of the works under the contract, together with bio data of the key personnel. The contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by Engineer depending on the exigencies of work to suit the construction schedule without any additional cost to owner.

23.0

**FINAL INSPECTION**

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

24.0

**BONUS**

Bonus clauses mentioned if any in this particular bid document is not applicable in this particular tender and must be considered as deleted if listed out anywhere else.

26.

**ARBITRATION**

5<sup>th</sup> para of cl. No.107.1 of GCC , shall be modified as per the following:-

“provisions of (Indian)Arbitration & Conciliation Act, 1996” shall be replaced by “provisions of (Indian)Arbitration & Conciliation Act, 1996 as amended time to time”

27.

*The Contract/order value shall exclude the taxes & duties for the Purpose Price reduction schedule. The Price reduction schedule indicated at cl. No.27 of GCC shall stand modified the above extent.*

## **PART D**

### **4.1 APPENDIX TO SPECIAL CONDITIONS OF CONTARCT**

## **INDEX**

- |    |                |   |                                                    |
|----|----------------|---|----------------------------------------------------|
| 1. | Appendix – I   | : | Terms of Payment                                   |
| 3. | Appendix – II  | : | Measurement of Work                                |
| 4. | Appendix – III | : | Project Planning, Scheduling and Monitoring System |



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**APPENDIX-I**

**TERMS OF PAYMENTS**

Payment shall be released to contractor against certification by Engineer-In-Charge after affecting the necessary deductions if any. The basis for payment against various items shall be as defined in SOR.

**FOR MOBILISATION & DEMOBILISATION of SOR (i.e. item no. A) for Part A & Part B**

- 1) 40% payment on Mobilisation of equipments / Manpower at site duly certified by EIC.
- 2) 40% payment on Demobilisation of equipments / Manpower at site duly certified by EIC.
- 3) 20% payment on submission of final report duly accepted by EIC.

**FOR OTHER ITEMS OF SOR (i.e item nos. B,C & D) for Part A & Part B**

- 1) 80% Payment on completion of field work and submission of draft report along with draft drawing.
- 2) 20% payment on submission of final report along with final drawings duly accepted by EIC.



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**APPENDIX - II**

**MEASUREMENT OF WORK**

1. Payment will be made on the basis of Joint measurements, to be taken by contractor and certified by Engineer-in-charge.
2. Indian standard methods of measurements (IS:1200), as last amended, shall be referred for measurement purposes, where applicable.
3. Measurement of areas shall be in 100 Sqm. Or part thereof, correct to the nearest two places.
4. Linear measurement will be In meters corrected to the nearest centimeter.
5. Wherever the unit of item has been indicated as lump sum, the payment shall be made on lump sum basis on completion & no mode of measurement shall be applicable.



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**APPENDIX-III**

**PROJECT PLANNING, SCHEDULING AND MONITORING**

The following schedules/Documents / Reports shall be prepared and submitted by the contractor for review/approval at various stages of the contract.

**1.1 ALONGWITH BID**

**1.1.1 Time Schedule**

The bidders are required to submit a Project Time Schedule in the linked bar chart from along with the bid. The schedule shall cover all aspects like Topographical Survey, Geo-technical Investigation within the completion time for the various plots / areas as indicated in the Bidding document. The owner interface activities shall be clearly identified with their latest required dates. Owner reserve the right to disqualify the bidder if the above schedule submitted by the bidder is not in line with overall project requirement.

**1.1.2 Planning, Scheduling & Monitoring System**

The bidder should describe his system of Project Planning, Scheduling & Monitoring to the extent of computerization, level of detailing, tracking methodology etc. with the name of computer packages and sample outputs.

**1.5 PROJECT REVIEW MEETINGS**

The contractor shall present the programmed and status at the reviews meetings as required.

**1.5.1 Weekly Review Meeting**

Level of Participation : Contractor's/ Consultants RCM / Site In-charge and Job engineers.

Agenda : a) Weekly program versus actual achieved in the past week and programme for next week  
b) Remedial actions and hold-up analysis.  
c) Client query/ approval

Venue : Site Office



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1.6 **PROGRESS REPORTING**

1.6.1 **Weekly Reports**

This report will be prepared and submitted by the contractor on weekly basis and will cover following items:

- a) Activities Programmed and completed during the week.
- b) Record of Man-days lost
- c) Percentage progress scheduled and achieved

1.6.2 **Daily Progress Report**

This report shall be prepared and forwarded by the contractor on a day to day basis giving covering the following activities:

- a) Activities Programmed during the day.
- b) Quantities achieved against target
- c) Activities Programmed for the next day
- d) Resource deployed men and machinery
- e) Record of Man-days lost
- f) Percentage progress scheduled and achieved

The above details of the progress shall be mailed to the Engineer-in charge / RCM / SIC on a daily basis at the end of the day.

|                                                                                                                      |                                                                                                                                                                    |                                                                                                                 |
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## **PART E**

### **5.1 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

**FOR**

**TOPOGRAPHIC AND GEO TECHNICAL  
SURVEY OF TERMINALS AND SV STATIONS**

**&**

**GEOTECHNICAL AND HYDROLOGICAL SURVEY OF WATER BODIES**

**OF**

**KOCHI - BANGLORE PIPELINE PROJECT ( PHASE – I)**

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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## **CONTENTS**

| <b><u>Sl.No.</u></b> | <b><u>Description</u></b>                               |
|----------------------|---------------------------------------------------------|
| 01                   | INTRODUCTION                                            |
| 02                   | SCOPE OF WORK                                           |
| 03                   | METHODOLOGY FOR EXECUTION OF WORK                       |
| 04                   | DOCUMENTS & DATA SUBMISSION                             |
| 05                   | TIME SCHEDULE                                           |
| 06                   | SCHEDULE OF RATES                                       |
| 07                   | ANNEXURE –1- TS FOR TOPOGRAPHICAL & GEOTECHNICAL SURVEY |
| 08                   | ANNEXURE –2- TS FOR HYDROGRAPHIC & GEOTECHNICAL SURVEY  |

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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**NATURAL GAS PIPELINE PROJECT-Survey of water bodies, Terminals, SV stations / Plots and Approaches for the KOCHI – BANGLORE Pipeline Project (Phase – I).**

**1.0 INTRODUCTION**

- 1.1 M/s GAIL(I) Ltd. proposes to lay a an 30" NB x 25.77 Km pipeline from PLL Terminal to Periyar River ( Karmallur in Paravur Taluk in Ernakulam District ) and 16" x 17.29 Km Spurline from TOP on Mainline Phase – I @ Chainage 14.524 Km to FACT Cochin Division, Ambalamedu.
- 1.2 The Scope of Work under this tender is to carry out Topographic survey and Geo-technical Survey of Plots for various terminals, SV stations, and it's approaches and Geotechnical investigations with Hydrological & Topographical survey of Major Water bodies en route of pipeline.
- 1.3 The work shall be inspected and passed by the Engineer-in-Charge from time to time at site. The Tenderer shall provide all facilities for such inspections free of cost. Not withstanding any inspection of the site. MECON/ GAIL shall have the right to reject any work not conforming to the technical specification without being liable for any explanations or compensations.
- 1.4 During the execution of the work, if any problem arises which is not covered by the technical specifications, the Tenderer shall seek necessary clarifications and instructions from the Engineer-in-Charge. Such instructions shall be binding on the Tenderer and shall be observed in full.
- 1.5 The Tenderer shall have no claim whatsoever against MECON/ GAIL for reduction or increase in the scope of work either in part or full at any stage of work. In case quantities under a particular item are increased the same shall be executed at the contract rates.
- 1.6 All data/information including any unusual data/information obtained during site survey/Geo-technical Investigation shall be immediately brought to the notice of Engineer-in-Charge.
- 1.7 Location plans, maps, sketches etc. shall be passed on to MECON/ GAIL and shall become MECON's/ GAIL's property.

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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- 1.8 A survey report comprising descriptive note regarding the site conditions and special features encountered shall be submitted along with topographic maps / contour plans, field and lab investigation details etc. as specified in the technical specifications for the Topographic survey and Geotechnical Investigations of the plots and Hydrographic survey works and Geotechnical investigations of the water bodies. Detailed sketches to be made wherever required or desired by MECON/ GAIL.

## **2.0 SCOPE OF WORK**

- 2.1 The Tenderer shall arrange existing line plans/maps of specified localities/Plots.
- 2.2 The Tenderer shall provide all instruments, equipment, Motor Vehicles, communication facilities etc, required for satisfactory completion of the job without any cost implication on MECON/ GAIL.
- 2.3 Tenderer shall carry out survey work/geo-technical / Hydrological / investigation of the proposed area/locations/crossings indicated by MECON/ GAIL to the accuracy as decided after consultation with the MECON/ GAIL. The Tenderer shall, in case of major obstruction, suggest an alternative plan.
- 2.4 The main scope of work shall comprise of following elements:
- 2.4.1 Carrying out Topographic and Geo-Technical survey for Terminals, SV stations along with their approaches and showing all existing features, levels, existing service lines, encroachments etc. and conducting borehole investigations upto 10 metre depth along with soil sample collection, conducting field investigations and tests at following locations. The location of Bore hole shall be decided in consultation with GAIL / MECON.

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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### Details of Terminals / Stations

| Sl. No | Terminals                            | Location                                               | Chainage (KM) ( Approx)                                | Plot size (M) | No. of bore hole | Remarks |
|--------|--------------------------------------|--------------------------------------------------------|--------------------------------------------------------|---------------|------------------|---------|
| 1      | Despatch Terminal                    | Location will be communicated at the time of execution | Chainage will be communicated at the time of execution | 100 x 100     | 2                |         |
| 2      | End SV Station                       |                                                        |                                                        | 45 x 45       | 1                |         |
| 3      | SV Station cum Top-Off               |                                                        |                                                        | 80 x 80       | 2                |         |
| 4      | SV Station cum Top-Off               |                                                        |                                                        | 80 x 80       | 2                |         |
| 5      | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 6      | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 7      | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 8      | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 9      | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 10     | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 11     | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 12     | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 13     | Isolation Valve station across river |                                                        |                                                        | 20 x 20       | 1                |         |
| 14     | Consumer Receiving Terminal          |                                                        |                                                        | 80 x 80       | 2                |         |
| 15     | Consumer Receiving Terminal          |                                                        |                                                        | 80 x 80       | 2                |         |
| 16     | Consumer Receiving Terminal          |                                                        |                                                        | 80 x 80       | 2                |         |
| 17     | Consumer Receiving Terminal          |                                                        |                                                        | 80 x 80       | 2                |         |

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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|    |                             |                                                        |                                                        |         |   |  |
|----|-----------------------------|--------------------------------------------------------|--------------------------------------------------------|---------|---|--|
| 18 | Consumer Receiving Terminal | Location will be communicated at the time of execution | Chainage will be communicated at the time of execution | 80 x 80 | 2 |  |
| 19 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 20 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 21 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 22 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 23 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 24 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 25 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 26 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 27 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
| 28 | Consumer Receiving Terminal |                                                        |                                                        | 40 X40  | 1 |  |
|    |                             |                                                        |                                                        |         |   |  |

2.4.2 Carrying out Geo-Technical investigations within the corridor of National Highway NH 47C by drilling bore holes upto 10 m depth at intervals of ~ 1 Km and boreholes upto 40 / 50 m depth at intervals of about ~ 1 km alternately staggered or otherwise by shell and auger method or Hydraulic boring along with soil sample collection, conducting field investigations and tests including conducting Vane shear tests in these bore holes. The location of Bore hole shall be decided in consultation with GAIL / MECON.

2.4.3 Carrying out Hydrological and Geo-technical survey for major water bodies etc. as per specifications showing all existing features, levels, bed profiles etc. and conducting borehole investigations along with soil sample collection, conducting field investigations and tests at following locations. The location of Bore hole shall be decided in consultation with GAIL / MECON.

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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### Details of Major Water Bodies / Roads Crossings

| Sl. No.                                     | Name of Crossings | Chainage/ Between TP's (KM) | Bank to Bank Width of Crossing in (M) | No. of Bore Holes |              | Depth of Bore Holes (M) | Total Depth of Bore Holes (M) |
|---------------------------------------------|-------------------|-----------------------------|---------------------------------------|-------------------|--------------|-------------------------|-------------------------------|
|                                             |                   |                             |                                       | In Water bodies   | On the Banks |                         |                               |
| MAINLINE                                    |                   |                             |                                       |                   |              |                         |                               |
| 1                                           | Nala              | 1.2690                      | 31.88                                 | 0                 | 2            | 10                      | 20                            |
| 2                                           | Tattapalli River  | 1.876                       | 417.83                                | 2                 | 2            | 20                      | 80                            |
| 3                                           | Tattapalli River  | 3.792                       | 561.32                                | 3                 | 2            | 20                      | 100                           |
| 4                                           | Tattapalli River  | 7.182                       | 47.33                                 | 1                 | 2            | 15                      | 45                            |
| 5                                           | Tattapalli River  | 8.277                       | 30.14                                 | 1                 | 2            | 15                      | 45                            |
| 6                                           | Tattapalli River  | 8.940                       | 47.8                                  | 1                 | 2            | 15                      | 45                            |
| 7                                           | Tattapalli River  | 11.111                      | 89.97                                 | 1                 | 2            | 20                      | 60                            |
| 8                                           | Periyar River     | 11.433                      | 226.16                                | 1                 | 2            | 20                      | 60                            |
| 9                                           | Nala              | 12.139                      | 12.91                                 | 0                 | 2            | 10                      | 20                            |
| 10                                          | Periyar River     | 12.935                      | 197.2                                 | 1                 | 2            | 20                      | 60                            |
| 11                                          | Varapuzha River   | 15.092                      | 64.71                                 | 1                 | 2            | 15                      | 45                            |
| SPURLINE to IP FACT – UC – FACT - CD        |                   |                             |                                       |                   |              |                         |                               |
| 1                                           | Nala              | 2.157                       | 16.16                                 | 0                 | 2            | 10                      | 20                            |
| 2                                           | Nala              | 2.513                       | 32.95                                 | 0                 | 2            | 10                      | 20                            |
| 3                                           | Nala              | 4.361                       | 18.12                                 | 0                 | 2            | 10                      | 20                            |
| 4                                           | Asphalt Road      | 6.623                       | 11.91                                 | 0                 | 1            | 7                       | 7                             |
| 5                                           | Unlined Canal     | 8.137                       | 7.51                                  | 0                 | 2            | 10                      | 20                            |
| 6                                           | Nala              | 10.914                      | 29.65                                 | 0                 | 2            | 10                      | 20                            |
| 7                                           | Nala              | 12.704                      | 89.13                                 | 0                 | 2            | 10                      | 20                            |
| SPURLINETO COCHIN MINERALS AND RUTTILE LTD. |                   |                             |                                       |                   |              |                         |                               |
| 1                                           | Nala              | 0.291                       | 4.2                                   | 0                 | 1            | 10                      |                               |
| SPURLINE TO BHARAT PETROLEUM                |                   |                             |                                       |                   |              |                         |                               |
| 1                                           | Nala              | 0.037                       | 15.08                                 | 0                 | 1            | 7                       | 7                             |

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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|                                             |            |       |       |   |   |    |    |
|---------------------------------------------|------------|-------|-------|---|---|----|----|
| 2                                           | Nala       | 0.703 | 75.04 | 0 | 1 | 10 | 10 |
| 3                                           | Nala       | 2.614 | 21.45 | 0 | 1 | 7  | 7  |
| <b>SPURLINE TO BRAHMAPURAM DIESEL PLANT</b> |            |       |       |   |   |    |    |
| 1                                           | Metal Road | 0.219 | 5.23  | 0 | 1 | 10 | 10 |

**Note :**

1. **The above list of crossings, number of Bore holes as well as depth of bore hole may very depending on site condition / direction of Engineering - In-charge. The location of Bore inside water bodies shall be at deepest level.**
- 2.5 Establishment of true North on each map.
- 2.6 The coverage of area for topographic survey for plots / terminals shall include up to 5m on all sides of plot and upto and including the area of the approach Road for a mutually agreed width from the nearby motor able access road on the front and/or on either side of the plot depending upon the severity of obstruction on a particular route.
- 2.7 Finally detailed maps /drawings are to be prepared of various plots along with geotechnical survey report of all the plots, Hydrographic survey details of all water bodies as per technical specifications and soil investigation details of exploratory bore holes carried along major water bodies and other crossings as specified shall be compiled and submitted in an overall survey report in four sets along with one digitized copy to be submitted to MECON in CD.
- 2.8 The Tenderer shall re assess his work & revise plan/maps as per MECON's comments on the draft drawings / reports if any, and resubmit for final acceptance.
- 2.9 The format for collection of data shall be mutually agreed upon.
- 3.0 **METHODOLOGY FOR EXECTION OF WORK**

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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- 3.1                      Compilation of existing plans/maps.
- 3.1.1                  The Tenderer shall arrange data in form of existing maps of parts/ localities of proposed Terminals en route of Pipeline at locations finalized on the proposed route. MECON/ GAIL shall indicate the final locations to be considered before execution of works.
- 3.1.2                  The data shall be arranged for further engineering work by MECON in an approved format.
- 3.1.3                  The adequacy of the existing plans/maps is to be decided in consultation with MECON. The scale of the plans/maps should be 1:100 unless decided otherwise
- 3.2                      **Plot Survey & Geotechnical Investigations:** The Scope of Work under this tender is to carry out Topographic and Geo-Technical survey for the plots of Terminals and SV stations, Hydrological, Geotechnical, and Topographical survey for major water bodies etc. and Soil investigation by drilling boreholes of specified depths along with field / lab investigations for all other crossings.

The topographic survey of plots shall indicate all existing features like roads, cart tracks, wells, trees, electric poles, any permanent / temporary structures, existing service lines, encroachments etc. within the plot boundary and up to a minimum of 5m on all sides of the plot boundary limits, along with levels, as per the attached technical specification.

The Geotechnical investigations is to be carried out by making exploratory bore holes upto 10 m depth or as specified for the respective plots as per the number of boreholes as mentioned in the Scope of works for the various locations. above and as per attached technical specifications.

**Survey of Approach areas :** The Scope of Work under this tender is also to carry out Topographic survey for the approaches to the plot of Terminals, SV stations etc. showing all existing features like roads, cart tracks, wells, trees, electric poles, any permanent / temporary structures, existing service lines, encroachments etc. at locations and routes as specified by the Engineer in charge and carried out as per the attached technical specification.

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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- 3.2.1 The Tenderer shall carry out detail survey of the area as indicated by MECON/ GAIL.
- 3.2.2 The survey shall be carried out using surveying instruments, leveling instruments, tape measurements etc. to prepare layout of new plots and of certain other areas as desired by MECON/ GAIL.
- 3.2.3 The scale of plans/maps shall be 1:100 and details to be shown shall be as desired by the engineer-in-charge.
- 3.2.4 Detailed technical specification Topographic and Geo-Technical survey has been enclosed in Annexure –1
- 3.3 **Crossing Survey ;** The Scope of Work under this tender is to carry out Hydrographic & Geo-technical survey work for crossings of rivers/water bodies and Soil Investigation of various other crossings / locations by drilling upto 12m deep boreholes and collecting soil samples for field and laboratory tests.
- 3.3.1 The Tenderer shall carry out detail survey of the crossings as specified in the Scope of works and as per directions given by MECON/ GAIL.
- 3.3.2 Detailed technical specification Hydrographical & Geo-technical survey has been enclosed in Annexure –2

#### **4.0 DOCUMENT/DATA SUBMISSION**

- 4.1 A detailed overall survey report giving details of collection/ compilation of plans/maps, survey along with Geotechnical details of the exploratory bore holes conducted for the various plots / terminals and various Large Water body crossings and other crossings along with a list of drawings and index shall be submitted.
- 4.2 Contents and presentation of draft survey data/ records shall be reviewed / approved by GAIL/ MECON in the initial stage on sample drawings/documents to be prepared by the Surveyor. The Surveyor shall incorporate all comments/ suggestions given by GAIL/ MECON and prepare all documents accordingly.

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- 4.3 Three sets of paper copy of completed drawings/ data/ documents shall be submitted by the Contractor for GAIL/ MECON's review in the form of draft report. Comments, if any, shall be incorporated by the Contractor. This report can be demanded in parts and in different phases as per discretion of GAIL/MECON.
- 4.4 All drawings, reports, formats, etc. forming the part of submission to GAIL/MECON shall be prepared on approved computer package. All drawings, including, but not limited to alignment sheets, crossing drawings, soil profiles etc. shall be prepared using AutoCAD 2004(min). All reports, formats, write-ups, charts shall be prepared on computer using software package compatible with MS Office 2000 or higher version.
- 4.5 A consolidated report in four sets with final drawings/data/documents shall be submitted to GAIL/MECON after incorporation of comments by Surveyor, along with following.
- a) Drawings of all Plots/Stations (Topographic survey drgs showing all features, spot levels on and contours at 0.25m interval] - Four paper copies in colour, and one copy CD ROM).
  - b) Geo- technical investigation details and data as per Specifications for Small crossings - Four paper copies and one copy on CD ROM
  - c) Hydrographic Survey details, Historical data & details along With Geo-Tech data and Scour calculations as per Specifications for Large water bodies - Four paper copies and one copy on CD ROM

## **5.0 TIME SCHEDULE**

- 5.1 The survey shall be conducted in different locations and for different Crossing locations simultaneously. The Tenderer has to mobilize sufficient manpower within three (3) days of hand over of the proposed pipe route of given area and complete the survey work. The Tenderer shall carry out the survey of Plots at one location/day and one River / Canal crossings per

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day. The overall time schedule for completing all field activities including submission of final drawings and reports for all locations shall be **90 Days** (Ninety Days) from the date **of issue of FOI** or **15 Days** (Fifteen Days) from Date of handing over of last site **However, the Tenderer has to submit the provisional drawings / report for the completed job progressively while giving priority to Geotechnical investigations to be conducted in the corridor of NH 47C.** The Completion period of the contract work includes site mobilization period and shall be done in a planned manner.

- 5.2 Unless otherwise provided in this contract, the Tenderer shall not be entitled to any extension of time for completion of survey as stipulated in paragraph above except under force majeure conditions.

## **6.0 SCHEDULE OF RATES**

### **6.1 Preamble**

All costs and expenses for mobilizing equipment, transport and personnel to complete the field work and preparation of route plans and survey report within stipulated time schedule shall be included in the item for survey work.

Tenderer's rate for any item in SOR shall unless otherwise noted include the cost of labour both skilled and unskilled, all taxes, royalties, other revenue expenses, temporary facilities, rework when advised by MECON/ GAIL, continuation of work beyond working hours, in the night and on holidays if situation warrants, additional checks as per specification or as advised by the Engineer-in-Charge.

Providing facilities for inspection of work by MECON/ GAIL.

Furnishing daily and weekly progress reports to MECON and attending all review meetings, site visits called by MECON/ GAIL

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## **ANNEXURE – I**

# **TECHNICAL SPECIFICATION FOR TOPOGRAPHICAL AND GEO-TECHNICAL SURVEY FOR TERMINALS AND SV'S**

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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## **TOPOGRAPHIC SURVEY & SOIL INVESTIGATION**

### **01.0      GENERAL**

M/s GAIL(I) Ltd. intend to M/s GAIL(I) Ltd. proposes to lay a an 30” NB x 25.77 Km pipeline from PLL Terminal to Periyar River ( Karmallur in Paravur Taluk in Ernakulam District ) and 16” x 17.29 Km Spurline from TOP on Mainline Phase – I @ Chainage 14.524 Km to FACT Cochin Division, Ambalamedu.

01.01      This Technical Specification deals with the Topographical and Geo-technical Survey work for development of Terminals /SV Stations for above Gas pipe line.

The plan for Topographical and Geo-technical Survey is drawn with a view to obtain sufficient data regarding the engineering properties of soil supporting the foundation for buildings, equipment and structures; and to plan the various facilities.

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## **PART-A**

### **GEO-TECHNICAL SURVEY**

#### **02.0 SCOPE OF WORK**

##### **02.01 Soil Investigation**

The scope of services of the contractor for undertaking soil investigation work shall cover all the work connected with soil exploration program at the proposed Terminal/SV plots including the setting out of locations of the various exploration points from reference point, conducting all field investigations at site, collection of soil and water samples, field and laboratory tests and submission of final report in 4 (Four) copies.

All field investigation, laboratory tests and reports etc. shall be done in accordance with the latest relevant Indian Standard Codes.

#### **03.0 TECHNICAL SPECIFICATIONS OF WORK**

The details to be covered in the contract work shall include the following :

##### **03.01 Soil Investigation Work**

##### **03.01.01 Field Investigation and Test**

This specification deals with Field Investigation/ tests and laboratory tests involved in ascertaining soil stratification & engineering properties of the soil at proposed project site.

The field investigations/ tests comprise of the following:-

##### **Exploratory Bore Holes**

There shall be One / two boreholes at specified Terminal /SV plot. The location of these shall be indicated by GAIL/MECON before commencement of field activities. The location and number of these bore holes can be altered at site, if found necessary by GAIL/MECON. All bore holes shall be of 150 mm diameter and shall be sunk into soil to a depth of 10m or upto refusal strata, whichever is earlier.

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The exploratory work at site shall be carried out by using shell and auger equipment.

Disturbed samples for boring shall be collected every 1.5m or change in stratum and representative samples placed systematically for proper logging of the strata. The existing ground level shall be marked in terms of RL. Proper logging shall be done with description of different strata encountered with their reduced levels. All boreholes after completion of work shall immediately be filled in with a mixture of bentonite slurry and clay-sand mixture.

### **Undisturbed Sampling**

In cohesive and semi-cohesive soils, undisturbed samples conforming to IS:2132 shall be taken using open tube samples with an area ratio of less than 15% so as to obtain a core of samples of 100mm diameters and 450mm long at every change in stratum or at intervals of 1.5m whichever is less. The tubes shall be marked and the ends of the sample tube shall be sealed properly with wax of thickness not less than 25mm and capped properly immediately after the sample is recovered from the boreholes to ensure no loss of moisture with time while retained in the tube. Sample tubes shall be immediately shifted to the laboratory for testing.

### **Standard Penetration Test (SPT)**

The S.P.T. shall be performed at the base of boreholes as per IS:2131 with the first test at a depth of 0.5 m and thereafter at every change in stratum or at intervals of 1.5 metre whichever is less in both cohesive and non-cohesive soil. The S.P.T. shall also be conducted at termination depth of Borehole. Test may also be required to be carried out in compact sand which in normal terminology will be refusal strata. No. of blows required to penetrate every 150mm shall be recorded in case of normal sand, silt or clay as per IS:2131. In case of dense/ hard stratum, the penetration (in mm) for every 20 blows per test shall be recorded. All these field records are to be submitted along with bore logs.

Bent rods and damaged/ defective nipples shall not be used for the test and shall be replaced immediately by proper ones. Centering spacers shall be used at every 6 meters or at smaller intervals in depths to reduce

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the effect of whipping of rods. Samples collected in process of conducting S.P.T. shall be preserved as disturbed sample. Graphs shall be drawn for each penetration test. Collection of undisturbed samples and conducting S.P.T. tests will be done alternatively.

### **Disturbed Samples**

Representative disturbed samples obtained from boring at every 1.5 metre interval in depth or change in stratum shall be placed in suitable jars labeled properly for onward transmission to the laboratory. These samples shall be sent to the laboratory immediately after the boring is complete. All S.P.T. samples shall also be similarly preserved.

### **Standing Ground Water Level**

Records shall be maintained of the level at which water is struck and the level of any rapid in flow shall also be recorded. On reaching such level the borehole shall be left open for a period of two hours to observe the rise of water in the casing. Boreholes can be continued thereafter, upto the end of the day. The level of the water in the casing at the end of the day and at the beginning of the next day shall be recorded properly. For studying the ground water table no drilling mud will be permitted for stabilising the hole.

#### **03.01.02 Laboratory Tests**

Laboratory tests shall be conducted on selected samples collected from site to establish the physical and chemical properties of soil. Following tests shall be done as appropriate in accordance with latest relevant Indian code of Practice.

- i) Natural moisture content
- ii) Void ratio
- iii) Liquid plastic and shrinkage limits
- iv) Specific gravity
- v) Dry density and bulk density
- vi) Direct Shear test
- vii) Consolidation/ swelling test

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- viii) Particle size analysis
- ix) Triaxial test (undrained quick test)
- x) Test on core samples
- xi) Chemical properties of the soil & sub-soil water
- xii) CBR test

### **Atterberg Limits**

Liquid and plastic limit tests shall be conducted on all cohesive soils for classification purposes and for predicting engineering properties. The results of limit tests shall be plotted on the plasticity chart of A. Cassagrande. Shrinkage limit shall also be determined for a few soil samples.

### **Particle Size Analysis**

Particle size analysis shall be done on all clayey and sandy samples. Both sieve and hydrometric analysis shall be conducted and gradation curves shall be plotted to show the particle size distribution.

### **Shear Tests**

Shear tests shall be conducted on the undisturbed samples. A few unconfined compression tests shall be conducted on clayey samples but the majority of clayey samples in undrained condition shall be subjected to triaxial tests. The cohesion values and angle of internal friction are to be determined either by Mohr's circle or by any other method.

Particular attention shall be paid for conducting triaxial tests, each of which shall be done on a minimum of 3 specimens. Specimens shall be prepared by trimming and not by pushing small tube in a large tube.

### **Consolidation Tests**

A few consolidation tests shall be carried out on undisturbed samples of clayey soil, to estimate the settlement of foundation from "e-log p" curves, compression index -  $C_c$  and co-efficient of consolidation -  $C_u$ . Consolidation test shall be done in manner that will not allow the sample to swell.

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### **Swelling Test**

For soils of expansive nature, swelling tests on a few samples shall be selected for conducting swelling test to determine swelling pressure and magnitude.

### **Specific Gravity and Bulk Density**

These shall be determined as per the standard procedures.

### **Chemical Analysis of Soil and Sub-soil Water Samples**

Water samples from a few bore holes shall be taken and chemical analysis shall be done for sulphate, chloride content and pH value, particularly to determine the aggressiveness to concrete, steel and GI pipes. Care shall be taken to ensure that they are not diluted with rain or surface water during recovery from the boreholes. Similarly, a few soil samples shall be chemically tested to determine the sulphate contents, chloride content and pH values and other aggressive components as per IS - 2720.

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## **PART-B**

### **TOPOGRAPHIC SURVEY**

**04.0**      The intent of the survey programme for the proposed sites is to obtain sufficient topographical data for finalising all engineering works and establishment of Reference levels and plot extremities for reference during construction of the project.

#### **05.0      SCOPE OF WORK**

**05.01**      The Terminals/SV plots along with approaches to the plots which are to be surveyed have been Identified in the enclosed Tender Document and shall also be clarified by the Engineer in charge during execution of work.

**05.02**      The Survey agency shall carry out detail survey of the area along with showing :-

- Physical features, spot levels, invert levels of existing drains and culverts in terms of RL with their cross sections, transmission/telephone lines, service lines etc. land survey by triangulation or other suitable method.
- Topographical survey indicating existing permanent and temporary structures including levels & limits.
- Drawing of terrain.
- Detailed levels and coordinates of existing roads and other units.
- Preparation of survey drawings with descriptive note on terrain.
- Setting of reference grid lines and temporary bench marks.
- True Norths.
- Grids at 5m interval shall be established parallel to true north. Working reference point "A" to be fixed at site with reference to some permanent bench mark.
- Any Angle between grid north & True north.

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- Check the co-ordinations of existing roads and other units with reference to the details indicated by MECON.
- Survey of 5M length beyond the periphery of the proposed boundary all around the proposed site.
- Establish the HFL while indicating its source of information.
- To identify storm water disposal point with it's levels as per existing site condition.
- Plot plan to show all test locations w.r.to plot corner pegs as well as their RL.
- Procedure of investigation and method of tests adopted.

**5.03** Survey Agencies scope of work includes supplying and fixing 100mm dia wooden pegs embedded upto a depth of 1000mm in ground and exposed 150 mm above ground at all the corners of plots

## **06.0 TECHNICAL SPECIFICATION**

The details to be covered in the contract work shall include the following :

### **06.01 Levelling work :**

The levelling work shall be based on the bench marks available in the vicinity or any permanent existing features. Vertical control based on existing bench marks shall be established based on closed level network. Suitable instruments shall be used for establishing the bench marks and for doing the general levelling work. All survey points, reference grid / corner pillars (of wooden pegs), shall be protected in such a way so that they are not disturbed during the construction period. The size of pegs shall be minimum 100mm dia of Wooden balli which shall be embedded in ground. Reference point for the grid system shall be nearest to the existing permanent features.

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## **06.02      Survey Details :**

It shall be general survey work to be used for engineering purposes. The survey shall be oriented towards furnishing informations for project planning and detailed engineering work. The survey shall show all the existing features alongwith levels and important dimensions.

Existing features such as roads, railway tracks, buildings, drains, man-holes, over head & under ground service lines, communication and supply lines, and similar permanent and temporary structures shall be shown.

Each survey drawing shall show sets of perpendicular grid lines parallel to actual North, South and East, West with reference to reference point. These are needed for the purpose of orienting and matching the survey drawings with layout of the unit.

Ground levels shall be shown on rectangular grid pattern at intervals of 10 metres. Additional levels to show sudden change of levels shall also be indicated. Contours are to be drawn at 0.20 m intervals.

Inverts levels of existing drains at regular intervals shall be taken. Top levels of man-holes shall also be taken.

Existing levels at regular intervals and at all junctions for roads, top levels, width, curvature at turning points shall be shown. Any other important detail shall also be shown.

Co-ordinates of all existing buildings/structures, hutments and other dwellings including power transmission lines, towers etc. Within the area shall also be indicated.

Bench marks, reference points, triangulation stations, any existing bore-holes, oil wells trial pits etc. used shall be clearly identified in the drawing indicating their values/co-ordinates.

Co-ordinates mentioned above shall be surveyed with respect to the reference axes N-S and E-W.

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All survey data collected during the day shall be plotted on the drawing sheet on the same day. These drawings shall be used for following, day-to-day progress of work and for quick reference, if needed.

### **06.03 Survey Drawing, Scale and Field Report :**

All survey drawings shall be made in metric units.

Survey drawings that are to be submitted to the Owner shall be in colour on white paper. The Tracing of the drawings shall be on plastic reproducible paper.

Four copies each of drawings and one Tracing for each drawing shall be submitted to the Owner along with soft copy on a CD ROM. .

A descriptive note regarding the site conditions and special features shall also be submitted in field reports in four copies. These notes will compliment the drawing and will contain informations which could not be covered in the survey drawings. The entire survey report shall also be submitted in soft copy on CD ROM.

The scale of the drawings shall be 1:100

Generally, A-1 size sheets shall be used for drawings. Other standard sizes as per MECON standards may also be used as necessary.

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#### **06.04 Instruments, Tools and Tackles :**

The use of proper instruments is an important factor in survey work. The Contractor shall arrange his own instruments, accessories, tools and tackles, camping equipment and transport necessary for conducting the survey as per precision required.

Experienced and qualified engineers, surveyors and draughtsmen shall be engaged to carry out the work.

The contractor shall submit all original field notes, sketches of traverse with each station clearly identified, note book of original closure for all traverse, Note book for all COGO calculation & least square adjustments for all traverse, Note book / diary & log of site team leader.

Each survey team shall have atleast the following survey instruments and accessories.

- a) One Total Station
- b) Precision Automatic levels with precision levelling staff
- c) Calculators
- d) Precision Measuring Tapes
- e) Targets sets
- f) Levelling staff, Ranging Rods
- g) Drawing office Instrument and accessories
- h) Other supporting tools and tackles

#### **06.05 Accuracy of Work for General Survey :**

- a) Angular accuracy : Least count x Number of station in the closed traverse.

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- b) Linear measurement: 1 in 10,000
- c) Equipment setting :  $\pm 1.0$  mm  
general accuracy
- d) Levelling :  $\pm 5\text{mm} \times \text{KM}$   
Where Km is the distance in kilometres.

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**ANNEXURE – II**

## **SPECIFICATION FOR GEO-TECHNICAL INVESTIGATION & HYDROGRAPHIC INVESTIGATION FOR WATER CROSSINGS**

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## 1.0 **INTRODUCTION**

This specification deals with detailed hydrographic survey and collection of Geo-technical parameters including soil investigation proposed to be carried out for major Water bodies and river-crossings.

The number of bore hole to be drilled is decided on the basis of Category of river/water bodies. However the number of boreholes and depth of borehole shall be as specified in the Scope of Works / mentioned elsewhere in the tender document

## 2.0 **OBJECTIVE**

The objective of Hydrographic investigation is to obtain riverbed profile, nature of bed material and hydrographic data. The purpose of obtaining this data is to establish accurate bed profiles, to map surfacial features in the river crossing and to obtain scour profiles at crossing location.

Similarly, the requirement of soil investigation is to develop various soil parameters for calculation of scour depth and deciding methodology for installation of gas pipeline.

## 3.0 **SCOPE OF WORK**

Depending upon the bank to bank width of river/water body the scope of work shall be decided in consultation with the Engineer-in-Charge:

### 3.1 **Soil Investigation**

The work comprises, but not limited to the following:

- a) Bore Holes of 10m to 12m deep below GL (As per the details given elsewhere in this tender). The depth of Bore hole can increase / decrease as per the directive of GAIL / MECON.
- b) Standard Penetration tests and collections of disturbed and undisturbed soil sample from bore holes at every 1.5m interval and change of strata.
- c) Recording of ground water level
- d) Laboratory tests on soil samples and water samples collected as per technical Specifications.
- e) Submission of reports in four copies.

#### 3.1.1 **Requirement**

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The work shall be carried out in line with the relevant clauses of the attached technical specification for soil investigation (Part-I). For boring in water, suitable arrangement shall be made by CONTRACTOR. Borehole shall be measured from bed levels of rivers / major water bodies /GL.

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### 3.2 Hydrographic Investigations

The scope of work for hydrological investigations shall be as follows or as directed by Engineer-in-charge.

- To carry out hydrographic surveys in river/ major water bodies crossings along the proposed pipeline routes.
- To collect, store, transport and analyze river / major water bodies bed samples as specified.
- To process all the survey data in order to establish accurate bed profiles, surfacial features both dry bed as well as under water areas.
- To assess geological and geotechnical nature of the material in the close vicinity of the proposed pipeline crossing.
- To obtain scour profile at pipeline crossing location for the river.

#### 3.2.1 Scope of work for hydrographic investigation work comprises of the following:-

|    |                                                                                                                             |   |                                                                                                                                                                       |
|----|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | River Bank Grid Survey                                                                                                      | - | As per Technical Specifications attached                                                                                                                              |
| b) | Historical data collection on HFL/LWL Regime, flood discharge data, silt factor, river course migration susceptibility etc. | - | As available from authentic sources / local enquiry                                                                                                                   |
| c) | Determination of scour depth                                                                                                | - | From the grain size distribution on the basis of results of exploratory boreholes                                                                                     |
| d) | Submission of Report incorporating field data, laboratory reports/ results, calculations and recommendations                | - | A draft report in 2 sets and final report in 4 sets shall be submitted by contractor. The reports shall include a write-up on proposed methodology for river crossing |

The work shall be carried out in line with the relevant clauses of the attached Technical Specification for hydrographic investigation (Part-II).

### 4.0 INSPECTION OF WORK

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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- 4.1 The work is subject to inspection/ supervision at all times by the Engineer-in-charge. The Contractor shall follows all instructions given during inspection and shall ensure that the work is being carried out according to technical specifications, the technical documents and the relevant codes of practice.
- 4.2 All the survey details collected by the Contractor shall be furnished to GAIL/ MECON in the form of a survey report.

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5.0 **SITE CLEANING AND RESTORATION**

- 5.1 The contractor shall take care for cleaning the area from time to time for easy access to work site and also from safety point of view.
- 5.2 Working site should be kept cleaned and ground restoration shall be up to the entire satisfaction of the Engineer-in-charge.
- 5.3 All Bore holes / pits in shall be backfilled. Boreholes shall be backfilled using bentonite - cement grout in ratio of 1 to 1 by weight and shall be made into slurry with no more water than necessary for placing the slurry in the borehole. In case of standing water in boreholes, same shall be dewatered before placing the mix.

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## **Part - I**

### **TECHNICAL SPECIFICATIONS FOR SOIL INVESTIGATION**

#### **1.0 SPECIAL INSTRUCTION**

- 1.1 Each boring and field test shall be conducted under the direct supervision of a qualified and experienced engineer. The bore hole locations shall first be fixed at site with reference to a permanent reference point. A report incorporating all field observation test findings and recommendations for foundations at different depth with allowable settlements shall be submitted.
- 1.2 All data/ information's including any unusual data/ information obtained during the execution of the work shall be immediately brought to the notice of GAIL/ MECON.
- 1.3 Survey and leveling work for establishing location and levels of bore holes and the contractor shall carry out other exploratory work. However, reference point/ lines will be provided by GAIL/MECON to successful bidder for carrying out such work. Depending on site condition, the locations and nos of test can be altered at site, if found necessary by Engineer-in-charge.
- 1.4 All field investigations, laboratory tests and reports etc., shall be done in accordance with the latest relevant Indian Standard Codes.

#### **2.0 TECHNICAL SPECIFICATION OF WORK**

##### **2.1 Field Investigation and Test**

##### **2.1.1 Exploratory bore holes and core drilling**

###### **a) BY SHELL & AUGER**

All bore holes shall be of minimum 150mm in diameter. The exploratory work at site shall be carried out using shell and auger equipment. The boreholes shall be terminated at a depth, whenever with chiseling and subsequent cleaning with bailer, the bore hole cannot be advanced more than 300mm in one hour. The casing shall be extended upto a maximum depth which could be possible as per site conditions. No bentonite mud shall be used to advance boring. Chiseling shall be carried out with minimum 0.5mm tonne cross type chisel falling from a height of 2.0m. Chiseling and cleaning with bailer shall be done

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alternately, each operating from 5 to 10 minutes. Refusal to chiseling shall be considered after one hour of chiseling or when progress is less than 30 cms. for each 200 drops, whichever is later. The bore holes thereafter shall be extended by core drilling method using Nx size drilling bits until 50% core recovery is achieved. Cores shall be properly preserved in core boxes and shall be handed over to GAIL/MECON if required. Whenever clay or other soft material is interspersed in rocky strata, the drilling shall continue deeper into rock to ascertain such formation. Disturbed samples from boring shall be collected at every 2.0m or change in stratum and representative samples placed systematically for proper logging of the strata. The existing ground level shall be marked. Proper logging shall be done with description of different strata encountered with their reduced levels. (Profile of the different strata shall be plotted joining all adjacent boreholes apart from individual boreholes. All bore holes after completion of work shall immediately be filled in with a mixture of bentonite slurry and clay sand mixture).

b) BY MUD CIRCULATION DRILLING

In case the site conditions require the bore drilling shall be employed using Mud circulation method. It should be adopted in all type of soils. Minimum dia of bore holes shall be 150mm if the rate of progress of boring in hard strata is observed to be slow (Not more than 20 cm in two hours) contractor may be permitted to adopt core drilling with Nx size bit. However, the bit for core drilling shall be with double tube core barrel and this core drilling operation shall be at no extra cost to the owner so long as to core recovery is less than 25%. Commencement of rock coring shall be considered at a depth below which the core recovery is min 25%. For rock strata encountered having RDQ 50% diamond head of Nx size drilling bits shall be used.

Termination of bore holes shall be as indicated below. Max length cored in rock shall be limited to 10 x Nx if rock available within 2.0m from the Bed/GL level. Length of rock coring will decrease linearly.

2.1.2 **Depth of Bore holes**

2.1.2.1 Depths indicated for bore holes or trial pits or any other depth correspond to the depth from general ground level unless otherwise specified.

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- 2.1.2.2 Boring shall be done to a minimum depth of 10m and upto 12 metre or as specified by the Engineering-In-charge from the ground level / River / major water bodies Bed level of each location and the location shall be marked in the drawing ( The depth of Bore hole may increase / decrease as per the directive of GAIL / MECON ).

### 2.1.3 **Sampling**

In cohesive and semi cohesive soils, undisturbed samples conforming to IS:2132 shall be taken using open tube samples with an area ratio of less than 15% so as to obtain a core of sample of 100mm diameters and 450mm long at every change in stratum or at intervals of 1.5 metre which ever is less. The tube shall be properly marked and the ends of the sample tube shall be sealed properly with wax of thickness not less than 25mm and capped properly immediately after the sample is recovered from the bore holes to ensure no loss of moisture with time while retained in the tube. Sample tubes shall be immediately shifted to the laboratory for testing.

### 2.1.3 **Disturbed samples**

Representative disturbed samples obtained from boring at every staggered 1.5m interval in depth and change in stratum shall be placed in suitable jars labeled properly for onward transmission to the laboratory. These samples shall be sent to the laboratory immediately after the boring is completed. All SPT samples shall also be similarly preserved.

### 2.1.4 **Standing Ground Water Level**

Records shall be maintained of the level at which water is struck and the level of any rapid inflow shall also be recorded. On reaching such level the borehole shall be left open for a period of two hours to observe the rise of water in the casing. Bore hole can be continued, thereafter, up to the end of the day. The level of water in the casing at the end of the day and at the beginning of the next day shall be recorded properly. For studying the ground water table no drilling mud will be permitted for stabilizing the hole.

## 2.2 **Laboratory Tests**

### 2.2.1 Introduction

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Laboratory tests shall be conducted on selected samples collected from site to establish the physical and chemical properties of soil. Following tests shall be done as appropriate in accordance with latest relevant Indian code of practice.

- i) Natural moisture content
- ii) Void ratio
- iii) Liquid, Plastic and Shrinkage limits
- iv) Specific gravity
- v) Dry density and Bulk density
- vi) Cohesion and Angle of internal friction
- vii) Particle size analysis
- viii) Identification of core
- ix) Chemical properties of the soil and subsoil water

#### 2.2.2 Atterberg Limits

Liquid and plastic limit test shall be conducted on all cohesive soils for classification purposes and for predicting engineering properties. The results of limits tests shall be plotted on the plasticity chart of A. Casagrande. Shrinkage limit shall also be determined for half of the soil samples.

#### 2.2.3 Particle Size Analysis

Particle size analysis shall be done on all clayey and sandy samples. Both sieve and hydrometric Analysis shall be conducted and gradation curves shall be plotted to show the Particle size distribution.

#### 2.2.4 Shear Tests

Shear tests shall be conducted on the un-disturbed samples. The cohesion value and angle of internal friction are to be determined by Mohr's circle method.

#### 2.2.5 Specific gravity and Bulk density

These shall be determined as per standard procedure.

#### 2.2.6 Standard Penetration Tests

Standard Penetration Tests shall be conducted as per IS Specification in bore hole nos. as specified. These shall be conducted at interval of 1.5m starting first test of 0.5 metre depth below existing ground level.

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The disturbed representative samples shall be visually classified, labeled for identification and properly preserved for laboratory testing.

### 3.0

#### **REPORT**

Brief report as per standard specification shall be prepared and submitted to GAIL/MECON as soon as the field and laboratory works are completed in a draft form for review and comments. All the information as mentioned below shall be furnished in the draft copy of final report. After reviewing, contractor shall be informed about comments/ remarks, if any, the same shall be incorporated. The report shall also include but not limited to following:-

1. A plot plan showing all the test locations with respect to reference change.
2. General geological information of the site.
3. Procedure of investigation and method of various testing adopted.
4. Detailed bore-logs indicating co-ordinates, reduced level, ground water table etc., subsoil section along various profiles indicating boreholes nos. depth wise in situ tests like SPT.
5. All field and laboratory test results shall be plotted against depth and also in tabular form.
6. Summary of results obtained from various tests and their interpretation to evaluate various soil parameters.
7. Silt factor for scourable soil strata, borehole and depth wise shall be furnished in a tabular form.
8. Stable slope near bank both in natural as well as excavated states.
9. Longitudinal lateral friction co-efficient between pipeline and soil.
10. Stable trench slope along the width of the river through.
11. Proposal on the type of foundation for gas pipeline and methodology for river crossing.
12. Anti-buoyancy measures at specified locations.
13. Presence of high levels of chlorides, sulphates and other chemically aggressive elements in soils shall be reported and protective measures suggested.
14. All data be digitised and supported with photographs wherever necessary.

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## **Part - II**

### **TECHNICAL SPECIFICATION FOR HYDROGRAPHIC INVESTIGATION**

#### **1.0 SCOPE**

These specifications cover the Technical requirement and procedure for Hydrographic and Topographic Survey of River/major water bodies.

#### **2.0 EQUIPMENT**

The Contractor shall provide boats and all equipments required for carrying out the survey works. Details of the boats and survey equipment including specifications along with relevant certificates of the equipment to be mobilized for carrying out the survey works shall be submitted by the Contractor. Before setting out for survey mobilisation status shall be indicated as per Annexure-I.

##### **2.1 Small Survey Boat**

The Contractor shall mobilize a suitable survey boat/ floating Platform equipped with dual-frequency echo-sounder for conducting sounding surveys in the river.

##### **2.2 Survey Equipment**

A dual-frequency precision echo-sounder/sounding poles, distomats, theodolites, sextants, masts, levels etc., as needed for the land and river survey shall be mobilized.

##### **2.3 Grab/ bed Materials Samples**

The Contractor shall provide suitable equipment such as grab or push sampler to sample the bed material.

#### **3.0 PERSONNEL**

The Contractor shall provide necessary experienced personnel for operation of the survey equipment and for conducting field surveys.

The Contractor shall provide qualified personnel with relevant experience to collect and assess hydraulic and sedimentological parameters.

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#### **4.0 REQUIREMENTS & METHODOLOGY**

##### **4.1 River / Major water bodies Surveys**

Bank grid survey of the river / major water bodies bed shall be carried out upto 20 mtrs. on either side of the proposed pipe alignment in a grid with the centerline along the proposed alignment. The wing lines shall be located at 10m intervals on either side of the proposed pipe line alignment. Cross lines (along the river) shall be run at every 5m intervals. The dry bed shall be surveyed upto HFL on either side and spot levels shall be taken at 5m intervals. Closer spot levels may be taken whenever a change occurs. However, the exact location and number of wing lines shall be decided by Engineer-in-charge at site depending on the site conditions at the time of survey.

Contractor shall assess change in river bed slope upto 200m on either side of the pipeline crossing.

All levels shall be referred to M.S.L.

Fixing the transit marks and using sextant angles shall carry out positioning of the survey boat.

##### **4.2 Historical Data Collection**

Contractor shall collect/obtain the HFL and other hydrological data for river crossing site from the local/ regional agencies such as CWC, Department of Irrigation Drainage Works; Flood Control Authority, PWD etc. The data shall be collected for the nearest available gauge station irrigation and/ or drainage head works for past ten years.

- Contractor shall provide all the necessary back-up calculations/ details for the estimated hydrological data at the point of interest.
- Contractor shall provide detailed methodology and procedures for field works, data collection and computations of hydrological parameters with/ without availability of historic data.

##### **4.3 Equipment Calibration**

Contractor shall carry out calibration/ checks/ trails of all the survey equipment in the field and obtain necessary approvals for the start of operations from Engineer-in-charge.

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## 5.0 **OBLIGATIONS OF CONTRACTOR**

- 5.1 Engineer-in-charge shall monitor survey procedures, data quality, preparation of charts and drawings. Contractor shall repeat the work that has not been certified and accepted by the Engineer-in-charge to obtain acceptable quality.
- 5.2 Contractor shall obtain completion certificate from the Engineer-in-charge after completion of all the field works required as per the scope of work. Completion Certificate shall be issued to the Contractor only after collections/ obtaining data of acceptable quality.
- 5.3 GAIL/ MECON's representative shall be informed of the progress of survey at specified locations. Contractor shall provide necessary facilities to access the data collected at site/ base. The owner's representative shall have access to all the data collected during surveys. All the details regarding positioning, methodology of surveys, equipment deployment shall be provided to the Engineer-in-charge.
- 5.4 In case of any follow-up field work is required to incorporate comment/ suggestions made by GAIL/ MECON on the survey documents submitted by the Contractor in order to meet technical requirements, the same shall be carried out by the contractor.
- 5.5 Contractor shall provide the following documentation:
  - Details including specification of all equipments, survey boats, personnel etc., as per Annexure-A.
- 5.6 GAIL/MECON shall not accept any liability towards loss/ damage of any equipment/ boat etc. during course of investigations.
- 5.7 GAIL/MECON will not collect the data for the Contractor from the regulatory agencies nor provide any information regarding place of availability or the procedure to go about the data collection. However, the owner shall provide to the Contractor any letters of clarifications/ projects details addressed to the agency. Entire data collection is the responsibility of the Contractor.

## 6.0 **REPORT**

Preliminary Report

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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The Contractor shall submit within a week of completion of surveys a preliminary report. This report should include:

- a) A summary of all work carried out by the Contractor including location of areas covered.
- b) Track charts of the boat and the grid points of the surveys carried out.
- c) Co-ordinates of the shore control station need for positioning the boat.

## 6.1 Final Report

Detailed report shall be prepared as per specification in addition to the following specific requirement.

The report should consist of :

- a) Details of the field surveys
- b) Final track charts
- c) Geological and morphological features
- d) Cross-sectional details each river / major water bodies bed along with the profiles across and along the river major water bodies bed.
- e) The grain size distribution curves of the soil samples collected from the river / Major water bodies bed including data of sampling, locations etc.
- f) Hydrological data such as HFL for each river / major water bodies crossing site, based on the past data. The details of the basis of the data presented shall also be furnished i.e. details of the data from agencies and methods of computation.
- g) The historical local data available for any bank erosion, scour observed at nearby bridges etc. change in the river course including the source of the data.
- h) Scour profile of the riverbed along the pipeline crossing along with scour calculations.
- i) Analysis of pipeline depth and buoyancy calculations for a 12" Dia Carbon Steel Pipeline.
- j) All the working drawings shall be in 1:500 scale or as specified by the Engineer-in-charge.
- k) Proposal and analysis for the 12" CS pipeline crossing.
- l) Proposal for anti-buoyancy measures.
- m) Proposal for chemical protection of the pipeline.

|                                                                                                                  |                                                                                                                                                             |                                                                                                             |
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### **Annexure - I**

### **List of Equipment / Manpower to be deployed at site ( Minimum)**

#### **A. Equipments**

1. Total Station - 2 Nos.
2. Level Instrument - 2 Nos.
3. Boring M/c / Drilling M/c - 2 Nos.
4. Hydraulic Drilling M/c - 1 Nos
5. Survey Boat ( Owned / Hired) - Minimum Two
6. Positioning System - 3 Nos.
7. Echo Sounder - 3 Nos.
8. Current Meter - 2 Nos.
9. Floating Platform / Barge - 2 Nos.
10. Auto Cad Release 2004 or above - Minimum one set
11. Adequate Computer, Infrastructures with PC's, Plotters etc. – As per Requirement

#### **B. Manpower**

1. Engineer / Supervisor – 3 Nos.
2. Geologist -1 No.
3. Surveyor – 3 Nos.
4. Draftsman - 2
5. Labour – As per requirement

Note : The above list of manpower / Equipment is minimum and shall be increased if desired by MECON / GAIL.

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### **LIST OF INDIAN STANDARDS REFERRED**

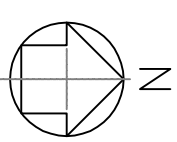
|    |                   |                                                                                                |
|----|-------------------|------------------------------------------------------------------------------------------------|
| 1  | IS: 1498          | Classification and Identification of Soils for General Engineering Purposes.                   |
| 2  | IS: 1888          | Method of Load Tests on Soils.                                                                 |
| 3  | IS: 1892          | Code of practice for Site Investigations for Foundations.                                      |
| 4  | IS: 2131          | Method for Standard Penetration Test for Soils.                                                |
| 5  | IS: 2132          | Code of Practice for Thin Walled Tube Sampling of Soils.                                       |
| 6  | IS: 2720          | Method of Test of Soils (Relevant Parts)                                                       |
| 7  | IS: 4434          | Code of practice for In Situ Vane Shear Test for Soils.                                        |
| 8  | IS: 4968-Part-I   | Method for subsurface sounding for soils – Dynamic Method Using Cone without Bentonite Slurry. |
| 9  | IS: 4968-Part-II  | Method for subsurface sounding for soils – Dynamic Method Using Cone and Bentonite Slurry.     |
| 10 | IS: 4968-Part-III | Method for subsurface sounding for soils static cone penetration test.                         |
| 11 | IS: 5249          | Method of Tests for Determination of In situ Dynamic Properties of Soils.                      |

**PART F**

**SCHEDULE OF RATES**

**ATTACHED SEPERATELY**

**PART G**  
**DRAWINGS**



| LEGEND                     | SYMBOL | DESCRIPTION              |
|----------------------------|--------|--------------------------|
| Proposed route with TP     |        | River                    |
| Roads Asphalt/Metalled     |        | Pond                     |
| Roads unmetalled           |        | Forest                   |
| Cart-track                 |        | Development              |
| Railways broad gauge       |        | Temple / Mosque / Shrine |
| Railways meter gauge       |        | Halt/Station             |
| Railways other gauge       |        | Water                    |
| Stream / Nala / Drain      |        | Wells - lined / unlined  |
| Contours with height       |        | Borewells                |
| Power / Telephone line     |        | Height triangulated      |
| Scrub / Villages           |        | Height point             |
| Industrial Area            |        | Band-neck                |
| SEZ Area                   |        | PO                       |
| High Density Built up Area |        | Police station           |
|                            |        | PS                       |

LIST OF KKMPL MAINLINE & FACT SPURLINE

| SR | DESCRIPTION                          | LEGEND | LENGTH(KM) |
|----|--------------------------------------|--------|------------|
| 1  | PETRONET LNG TERMINAL, PERIYAR RIVER |        | 26.820     |
| 2  | IF FACT-UFAC-CD                      |        | 15.980     |

LIST OF KKMPL SPUR LINES

| SR | DESCRIPTION                                                   | LEGEND | LENGTH(KM) |
|----|---------------------------------------------------------------|--------|------------|
| 1  | FACT - UDYOAMMAL COMPLEX (UC)                                 |        | 889.85     |
| 2  | BESS KERALA POWER LTD.                                        |        | 1747.03    |
| 3  | TRAVANCORE COCHIN CHEMICALS LTD.                              |        | 372.17     |
| 4  | CARBORUNDUM UNIVERSAL LTD.                                    |        | 3729.26    |
| 5  | BINANI ZINC LTD.                                              |        | 18.74      |
| 6  | SUD CHEMIE INDIA PVT.LTD.                                     |        | 739.27     |
| 7  | COCHIN MINERALS AND ROUTE LTD.                                |        | 631.89     |
| 9  | BHAKAT PETROLIUM CORP.LTD.(BPCL)                              |        | 3167.19    |
| 10 | INDUSTIA ORGANIC CHEMICALS LTD.                               |        | 1380.03    |
| 11 | BROTHAPURAM DIESEL POWER PLANT (BDDP)                         |        | 3004.80    |
| 12 | KERALA CHEMICALS AND PROTEINS LTD. (NITTA GELATIN INDIA LTD.) |        | 126.48     |
| 13 | KERALA COOPERATIVE MILK MARKETING FEDERATION LTD.(KMLA)       |        | 2897.45    |
| 14 | PHILIPS CARBON BLACK LTD.                                     |        | 3365.64    |
| 15 | APARLO THRES LTD.                                             |        | 697.27     |
| 16 | IGN TEXTILES                                                  |        | 6843.76    |

\*\*\* PROPOSED RAILWAY SO ALIGNMENT FOR THE SAME IS NOT KNOWN

|     |    |
|-----|----|
| 58  | 58 |
| B4  | B8 |
| 58C | 58 |
| 1NE | C5 |

|    |         |               |                  |      |      |      |
|----|---------|---------------|------------------|------|------|------|
| NO | DATE    | REVISION      | BY               | CHKD | APPD | ENGR |
| 1  | 11/2000 | THEO-C0052008 | MSBMR-JH-HRM-001 |      |      | OC   |

ROUTE MAP

THEODOSH CONSULTANTS

STARTED & FINISHED BY

THEODOSH CONSULTANTS

PROJECT NO.

THEO-C0052008

SCALE

1:25000

DATE

11/2000

BY

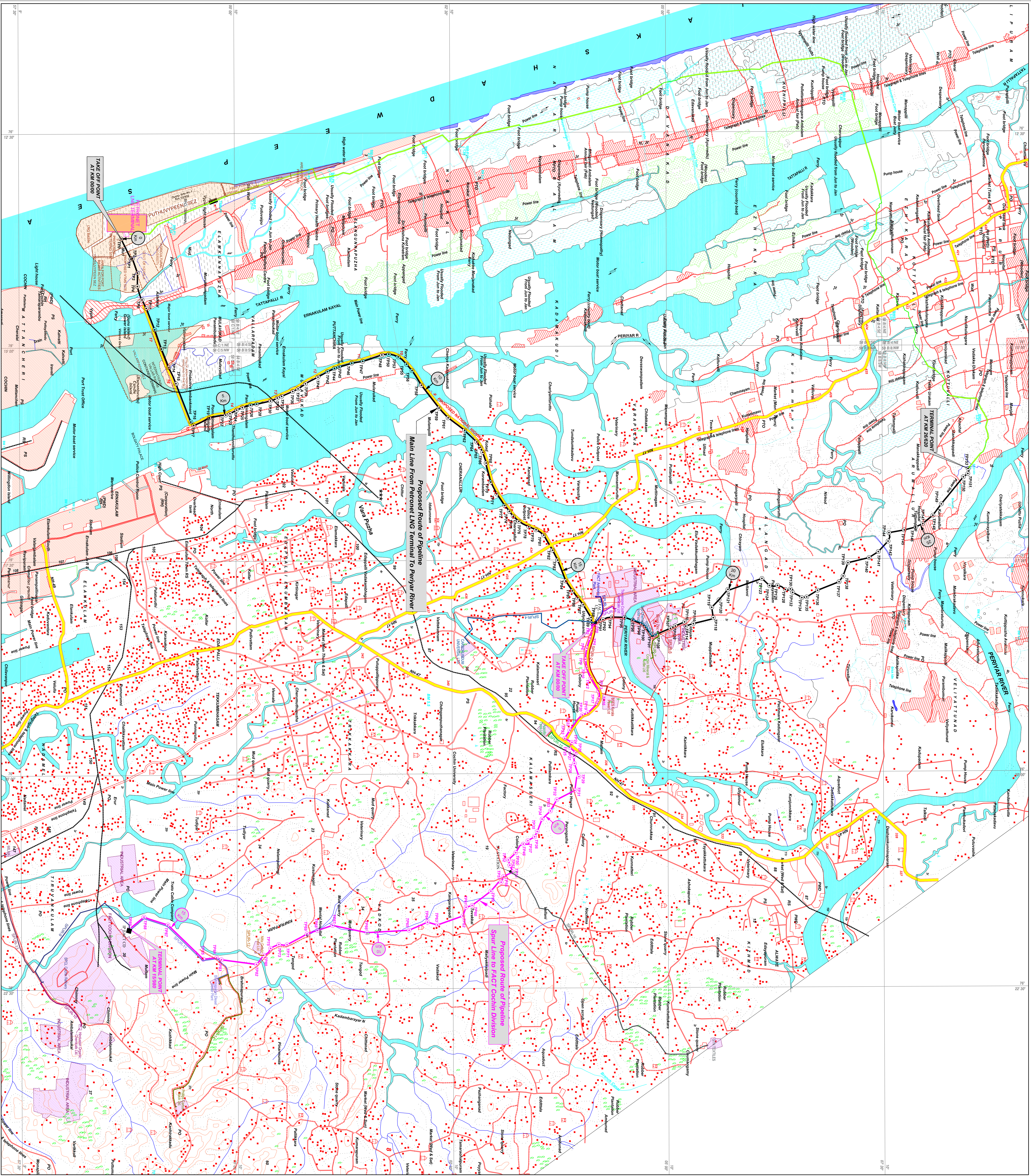
MSBMR-JH-HRM-001

CHKD

APPD

ENGR

OC



|    |         |               |                  |      |      |      |
|----|---------|---------------|------------------|------|------|------|
| NO | DATE    | REVISION      | BY               | CHKD | APPD | ENGR |
| 1  | 11/2000 | THEO-C0052008 | MSBMR-JH-HRM-001 |      |      | OC   |