LAYING AND ASSOCIATED WORKS FOR HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

Project No : P.013828
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Gail (India) limited, Noida
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### PIPING

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**INSTRUMENTATION APPENDIX-1 : SPARE CAPACITY**

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**INSTRUMENTATION PARTICULAR TECHNICAL SPECIFICATION (PTS)**

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**INSTRUMENTATION APPENDIX-2 : SPARE CAPACITY**

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9.0 ALIGNMENT & CROSSING DRAWINGS

10.0 SURVEY REPORT

10.1 Survey Report - ROU
GAIL (INDIA) LTD

PIPELINE LAYING AND ASSOCIATED WORKS

FOR

HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

TENDER DOCUMENT NO. - P.013828 D 11031 001

(E - Tender No. 8000014912)

VOLUME I of II

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<th>01-05-2019</th>
<th>Issued for procurement</th>
<th>Sabitha Augustine</th>
<th>Sunil Gupta</th>
<th>SK Hussain</th>
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<td>Rev</td>
<td>Date</td>
<td>Description</td>
<td>Prepared By</td>
<td>Checked By</td>
<td>Approved By</td>
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   ATTACHMENTS (ANNEXURE I, II, III & IV)
4. GENERAL CONDITIONS OF CONTRACT(GCC) : Section IV
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6. FORMS AND FORMAT : Section VI
7. SCHEDULE OF RATE (ATTACHED SEPARATELY) : Section VII
GAIL (INDIA) LIMITED

PIPELINE LAYING AND ASSOCIATED WORKS

FOR

HMEL PIPELINE CONNECTIVITY PROJECT, BHATINDA

SECTION I

INVITATION FOR BIDS (IFB)

P.013828 D11033 001-1
SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: E-Tender No. 8000014912                      Date: 01-05-2019

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT NO. P.013828 D11031 001 FOR LAYING AND ASSOCIATED WORKS FOR HMEL PIPELINE CONNECTIVITY PROJECT, BHATINDA (E-Tender No. 8000014912)

Dear Sir/Madam,

1.0 GAIL (India) Limited [having registered office at 16, Bhikaji Cama Place, New Delhi 110066 CIN No. L40200DL1984GOI018976], the largest state-owned natural gas processing and distribution company and the youngest Maharatha, invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.

GAIL has appointed Tractebel Engineering Pvt. Ltd (TE-IN) as Project Management Consultant to provide services for execution of Pipeline connectivity project to HMEL Bhatinda in Punjab.

Tractebel Engineering Pvt. Ltd. (TE-IN) on behalf of GAIL (India) Limited, invites bids through e-tendering on Open Domestic Competitive basis for **LAYING AND ASSOCIATED WORKS FOR PIPELINE CONNECTIVITY TO HMEL BHATINDA** under single stage two e-envelopes systems from contractors meeting the Bid Evaluation Criteria as defined in Section -II. Brief Scope of work is given below:

**BRIEF SCOPE OF WORK:**

To lay pipeline for Transportation of Natural Gas from existing BNPL network of GAIL (India) Ltd to M/s HMEL, Bhatinda to cater natural Gas demand of M/s HMEL, Bhatinda.

Salient features of the pipeline are given below:

- **Mainline**: RT Bhatinda to HMEL Bhatinda
- **Nominal Diameter**: 12” NB
- **Length**: 40.00 Kms (Approx.)
- **Design Pressure**: 99.9 Kg/Cm²
- **Flow**: 0.2 to 1.0 MMSCMD s.

The scope of work broadly consists of following,

- Laying, testing and commissioning of pipeline.
- Construction of Dispatch Facility at RT Bhatinda,
- Construction of 1 No. SV station at plot provided by GAIL, along the proposed pipeline Route. The exact location shall depend on plot finalization by GAIL,
- Construction of receiving facility at HMEL Bhatinda. The land for receiving station shall be provided by M/s HMEL Bhatinda. All associated Civil, Mechanical, Electrical, Instrumentation & Control, and Cathodic Protection related works and associated facilities etc. are included in scope of project.
- Crossing of Rail, Road, foreign Pipeline, other utilities and Canal/Water bodies etc. including HDD if applicable.
2.0 The brief details of the tender are as under:

<table>
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<th>(A)</th>
<th>NAME OF WORK / BRIEF SCOPE OF WORK/JOB</th>
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<tr>
<td>(B)</td>
<td>TENDER NO. &amp; DATE</td>
<td>P.013828 D11031 001 Dated 01-05-2019 (E-tender no. 8000014912)</td>
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<td>(C)</td>
<td>TYPE OF BIDDING SYSTEM</td>
<td>SINGLE BID SYSTEM</td>
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<tr>
<td>(D)</td>
<td>TYPE OF TENDER</td>
<td>E-TENDER</td>
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<td>(E)</td>
<td>COMPLETION PERIOD</td>
<td>Eight (8) months from the date of issuance of “Fax of Acceptance” (FOA) for Mechanical Completion including mobilization period of 15 (Fifteen) days and thereafter 15 (fifteen) days for drying, commissioning and Gas in.</td>
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<td>(F)</td>
<td>BID SECURITY / EARNEST MONEY DEPOSIT (EMD)</td>
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<td></td>
<td>Amount: INR 29,30,000.00 (Refer clause no.16 of ITB)</td>
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<tr>
<td>(G)</td>
<td>AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)</td>
<td>From 01.05.2019 (1800 Hrs., IST) to 23.05.2019(1400 Hrs., IST) on following websites:</td>
</tr>
<tr>
<td></td>
<td>(i) GAIL’s Tender Website – <a href="http://www.gailtenders.in">www.gailtenders.in</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Govt. CPP Portal – <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) GAIL’s e-Procurement Portal (e-Portal) - <a href="https://etender.gail.co.in">https://etender.gail.co.in</a></td>
<td></td>
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<tr>
<td></td>
<td>(iv) Government E-Market (Gem) portal</td>
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<td></td>
<td>(v) PMC’s tender website – <a href="http://www.tractebelindia.com">www.tractebelindia.com</a></td>
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<td>(H)</td>
<td>DATE, TIME &amp; VENUE OF PRE-BID MEETING</td>
<td>Date :08.05.2019</td>
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<td></td>
<td></td>
<td>Time : 11.30 Hrs. IST</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Venue : GAIL (India) Ltd, 17th Floor, Jubilee Tower, Plot No. B – 35 &amp; 36, Sector – 1, Noida (UP)</td>
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</table>
| (I) | DUE DATE & TIME OF BID-SUBMISSION | Date: **23.05.2019**  
Time: 1400 Hrs. (IST) at GAIL’s e-portal i.e. https://etender.gail.co.in |
|---|---|---|
| (J) | DATE AND TIME OF UN-PRICED BID OPENING | Date: **23.05.2019**  
Time: 15:00 Hrs. (IST)  
Venue: GAIL (India) Ltd,  
17th Floor, Jubilee Tower,  
Plot No. B – 35 & 36,  
Sector – 1, Noida (UP) |
| (K) | CONTACT DETAILS | Name: S.K.Hussain  
Designation: Project Manager  
Phone No. & Ext. : 0124-4712260 Ext.-598  
Direct No.: 0124-471 2597  
FAX No.: 0124- 469 8585  
e-mail : sk_hussain@tractebel.engie.com |
| (L) | SITE VISIT | 06.05.2019; Meeting point for site visit HMEL Bhatinda, main gate at 09:00 AM  
Details of local co ordinator from GAIL Mr. Tej Singh, Mob No. 9646698992 |

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

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

4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GAIL’s e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS) Clause 2 (L):-

i) EMD/Bid Security

ii) Power of Attorney

iii) Integrity Pact

Bidders to ensure that "Cut Out Slip" attached to IFB, must be pasted on outer envelope to ensure that above mentioned original documents reaches to concerned official before due date & time.

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

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

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

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document - VOID

12.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

13.0 Bids should be valid for three (3) months from the schedule date of bid submission.

For & on behalf of
GAIL (India) Limited
S.K.Hussain, Project Manager,
Tractebel Engineering Pvt. Ltd,
68, Institutional Area, Sector 44,
Gurgaon-122002, Haryana
Tel No. : + 91 124- 471 2260 Ext. 598
Email: sk.hussain@tractebel.engie.com
**Cut Out Slip**

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

**Bid Document No.** : P.013828 D11031 001 Dated 01-05-2019  
(E-tender no. 8000014912)

**Description** : Pipeline Laying & Associated Works for HMEL Connectivity  
Pipeline Project, Bhatinda

**Due Date & Time** : 23.05.2019 till 1400 Hrs. (IST)

**From:** S.K. Hussain  
Project Manager,  
Tractebel Engineering Pvt. Ltd,  
2nd floor, 68, Institutional Area, Sector 44,  
Gurgaon-122002,  
Haryana

**Tel No.** : +91 124 471 2260 Ext. 598

*(To be pasted on the envelope containing Physical documents in line with BDS clause no. 4 above.)*
GAIL (INDIA) LTD

LAYING AND ASSOCIATED WORKS

FOR

HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

P.013828 D11033 001-2
BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.0 BID EVALUATION CRITERIA

1.1 Technical Criteria

1.1.1 The Bidder should have successfully executed/completed in last 10 (Ten) years to be reckoned from the bid due date, at least one single Contract* involving Laying/Installation and Testing of buried hydrocarbon steel pipeline of diameter 8” OD or higher and length 20 KM or higher.

*In case more than one contract are emanating against one tender, these contracts shall be considered as single contract for evaluation of credentials of a bidder for meeting their experience criteria.

1.1.2 Experience of a consortium member, if such a member has executed a job within its scope as a member of the consortium, which is required as experience as per the qualification criteria against clause no. 1.1.1, the same will be considered. Appropriate documentary evidence to establish this is to be submitted towards such experience.

1.2 Financial Criteria

1.2.1 Annual Turnover Criteria

The minimum annual turnover of the bidder as per their audited financial statement in any one of the three immediate preceding financial years shall be Rs. 14.65 Crores.

1.2.2 Net worth Criteria

Net worth of the bidder should be positive as per the last audited financial year.

1.2.3 Working Capital Criteria

The minimum working capital of the bidder as per the last audited financial year shall be Rs. 2.93 Crores.

Note: If the bidder’s working capital is negative or inadequate, the bidder shall submit a letter from the their bank having net worth not less than Rs 100 Crore, confirming the availability of line of credit for an amount specified above, irrespective of overall position of the working capital. (Refer Attachment-I (F-15) for format for certificate from bank if bidder’s working capital is inadequate).

1.3 EQUIPMENT DEPLOYMENT CRITERIA

Bidder shall meet the minimum construction equipment requirement as specified in the bidding document.

1.4 A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

1.5 Documents/Documentary Evidence required to be provided (upload in e-portal of GAIL) by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:
<table>
<thead>
<tr>
<th>BEC Clause no.</th>
<th>Description</th>
<th>Documents required for qualification</th>
</tr>
</thead>
</table>
| 1.1           | 1.1.1 Experience Criteria | (a) Detailed work order along with Schedule of Rates.  
(b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) OR Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use.  
Note: The completion certificates / execution certificates shall have details like work order no. / Date, brief scope of work, completion date etc. |
|               | 1.1.2 Experience criteria in case of single bidder, having experience of a consortium member | (a) Same documents as mentioned in 1.1.1 above.  
(b) Consortium Agreement / MOU clearly defining the scope and responsibility matrix.  
Note: The completion certificates / execution certificates shall have details like work order no. / Date, brief scope of work, completion date / execution date etc. |
| 1.2           | 1.2.1 Annual Turn-over | Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with audit report of three (3) preceding Financial Year(s) along with un-price bid. |
|               | 1.2.2 Net Worth | Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with audit report of last Financial Year along with un-price bid. |
|               | 1.2.3 Working Capital | Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with audit report for the last audited Financial Year along with un-price bid.  
*If the bidder’s working capital is negative or inadequate, the bidder should supplement this with a letter from the Bidder’s bank [as per Format] having net worth not less than Rs 100 Crore, confirming the availability of the line of credit for the amount, irrespective of overall position of the working capital. (Refer F-15 for format for certificate from bank if bidder’s working capital is inadequate).* |
| 1.3           | Equipment Deployment Criteria | (A) **Equipments (owned) as per Annexure- IX A to SCC:**  
1. The bidder shall submit the certificate from Chartered Accountant (for ownership / possession of equipments / vehicles) as per format F-28 enclosed in the Bid Document.  
2. For equipments to be purchased: Purchase order duly accepted by equipment supplier and with equipment delivery to project site, meeting the equipment deployment schedule. However, contractor to own minimum 50% of the equipment against each type of equipment; balance 50% may be covered under to be purchased “Category”. If 50% is a fraction, the same needs to be rounded off to next
BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

<table>
<thead>
<tr>
<th>BEC Clause no.</th>
<th>Description</th>
<th>Documents required for qualification</th>
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<td>higher number for the minimum owned category. The purchase order shall be duly signed &amp; stamped by Chartered Accountant / statutory auditor. Date of purchase order shall be before bid due date. 3. The bidder shall submit Certificate from Chartered Engineer certifying that the bidder own equipments are under good health and working condition as per Format F-29 enclosed in the Bid Document.</td>
<td></td>
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| General | 1.4 Jobs executed for Subsidiary / Fellow subsidiary/ Holding company | Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. |

1.6 Authentication of Documents to be submitted in support of BEC
1.6.1 Technical Criteria of BEC
All documents in support of Technical criteria of bid evaluation criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and Notary Public with legible stamp.

1.6.2 Financial Criteria of BEC
In support of financial criteria of Bid Evaluation Criteria (BEC), bidder is required to submit “Details of Financial capability of bidder” in prescribed format, duly signed and stamped by a Chartered Accountant.

Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by Notary Public with legible stamp.

In absence of requisite documents, GAIL/ TE reserve the right to reject the bid without making any reference to the bidder.

2.0 EVALUATION METHODOLOGY
2.1 The Price Bids of only techno-commercially-acceptable bidders shall be opened and will be considered for evaluation.

2.2 The "Schedule of Rates" quoted for the complete/entire scope of work shall be taken up for evaluation, i.e. Evaluation & comparison of bids and subsequent award of Contract shall be on lowest techno-commercially acceptable bidder.

2.3 The evaluation of all techno-commercially-acceptable bids, to arrive at the lowest-evaluated bid, shall be carried out as under:
   a) Total quoted price, including Goods & Service Tax (GST).
   b) Loading on the total quoted price shall be done taking into account extended stay compensation charges including GST for 1/5th of the time schedule or 1(one) month, whichever is less. In case schedule of rates for extended stay is not enclosed or the prices are left blank, it will be considered that prices towards extended stay if any, are included in quoted price.

2.4 No uncalled for lumpsum/percentage or adhoc reduction/increase in prices offered by a bidder after opening of bids shall be considered.

3.0 No relaxation of prior experience / prior turnover to start-up enterprises.
INSTRUCTIONS TO BIDDER

GAIL (INDIA) LIMITED

LAYING AND ASSOCIATED WORKS

FOR

HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

SECTION-III

INSTRUCTIONS TO BIDDERS

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

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SECTION-III
INSTRUCTION TO BIDDERS

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1. SCOPE OF BID

1.1. The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the "Tender Document /Bid Document") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.

1.2. The scope of Supply shall be as defined in the Tender Document.

1.3. The successful Bidder (the “Supplier”) shall complete delivery of goods along with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.

1.4. Throughout the Tender Documents, the terms 'Bid', 'Tender' & ‘Offer’ and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. ELIGIBLE BIDDERS

2.1. The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2. The Bidder is not put on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/ agencies (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

2.3. If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

2.4. In case there is any change in status of the declaration prior to award of Contract (the ‘Contract / Purchase Order’), the same has to be promptly informed to GAIL by the Bidder.

2.5. It shall be the sole responsibility of the bidder to inform GAIL in case the bidder is put on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, MECON only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

2.6. Bidder shall not be affiliated with a firm or entity:

(i) That has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) That has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.7. Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

2.8. Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder’s claim of meeting qualification criteria.

2.9. Power of Attorney:

- For Single Bidder:

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

- For Consortium / Joint Venture:
INSTRUCTIONS TO
BIDDER

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

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

3. BID FROM "CONSORTIUM"/"JOINT VENTURE (VOID)

3.1. Bids from consortium/ JV of two or more members (maximum 3 nos. including Leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.

3.2. The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.

3.3. The Bidder shall submit Power of Attorney (on a non-judicial stamp paper of appropriate value) as per clause no. 2.7 of ITB in PART –I of the Bid.

3.4. A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of GAIL. If during the evaluation of bids, a Consortium /JV proposes any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.

3.5. Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV shall be put on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/ evaluation/Award.

4. ONE BID PER BIDDER

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

4.2. Alternative Bids shall not be considered.

5. COST OF BIDDING & TENDER FEE

5.1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, Document authentication charges, site visit charges and any associated charges including taxes & duties thereon. Further, GAIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2. Tender Fee

5.2.1. Deleted

6. SITE VISIT

6.1. The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.
6.2. The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3. The Bidder shall not be entitled to hold any claim against GAIL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[7] – TENDER DOCUMENT

7. CONTENTS OF TENDER DOCUMENT

7.1. The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ’ issued in accordance with "ITB: Clause- 8 & 9":

VOLUME I OF II

➢ Section-I : Invitation for Bid [IFB]
➢ Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
➢ Section-III : Instructions to Bidders [ITB]

Annexures

Forms & Format

➢ Section-IV : General Conditions of Contract [GCC]
➢ Section-V : Special Conditions of Contract [SCC]
➢ Section-VI : Price Schedule/ Schedule of Rates

VOLUME II OF II: Technical Volume

The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The IFB together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8. CLARIFICATION OF TENDER DOCUMENT

8.1. A prospective Bidder requiring any clarification(s) on the terms and conditions of the Tender Document may notify GAIL in writing or by fax or email in the format “F-18” at GAIL's mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. GAIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL may respond in writing to the request for clarification. GAIL’s response including an explanation of the query, but without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (H) of IFB / communicated to prospective bidders by e-mail/ fax.

8.2. Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9. AMENDMENT OF TENDER DOCUMENT

9.1. At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.

9.2. Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
9.3. The Purchaser, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

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**[C] – PREPARATION OF BID**

10. **LANGUAGE OF BID**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GAIL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. **DOCUMENTS COMPRISING THE BID**

11.1. The Bid prepared by the Bidder shall comprise of the following components;

11.1.1. **PART-I: “TECHNO-COMMERCIAL / UN-PRICED BID”**

Techno-Commercial /Un-priced Bid shall consist the following:

(a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.

(b) 'Bidder's General Information’, as per 'Form F-1'.

(c) Copies of documents required as specified in the Tender Document

(d) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning “Quoted” / “Not Quoted” (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.

(e) 'Letter of Authority’ on the Letter Head, as per 'Form F-3'

(f) 'Agreed Terms and Conditions', as per 'Form F-5'

(g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'

(h) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.

(i) Power of Attorney/ copy of Board Resolution in favor of Authorized signatory of the bid, as per clause no. 2.7 of ITB.

(j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB

(k) All other forms and Formats including Annexures.

(l) List of consortium/ JV member(s), if any, and Consortium Agreement (as per format) as per clause no. 3 of ITB or as specified elsewhere in the Tender Document

(m) Integrity Pact as per Form F-14

(n) ‘Indemnity Bond’ as per ‘Form F-15’

(o) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page digitally signed by the Authorized Signatory holding POA.

(p) Additional document specified in BDS, SCC, and Scope of Supply or mentioned elsewhere in the Tender Document, it’s Corrigendum/Amendment/Clarifications.

(q) Any other information/details required as per Bidding Document

Note: All the pages of the Bid must be signed by the “Authorized Signatory” as mentioned in POA submitted.

11.1.2. **PART-II: Price Bid**

Part-II of the Bid shall contain Price Bid only. The Prices are to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document and to be uploaded in SOR attachment as
per instructions provided in Annexure-III (Instructions for participating in E-Tender) of Tender Document and Ready Reckoner available on GAIL’s E-Portal.

GAIL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule/ Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.

ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.

iii) In case, it is observed that any of the Bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2. The bids are invited under e-tendering system, Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-III, Ready Reckoner for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be submitted on GAIL’s E-Portal as follows:-

11.2.1. Techno Commercial / Un-priced Bid comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Power of Attorney and Integrity Pact should be uploaded in the private area earmarked (Tender document) in the GAIL’s e-portal. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney.

Further, Bidders must submit the original "Bid Security / EMD, Power of Attorney, Integrity Pact and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2. Price Bid : Prices are to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 herein above and to be uploaded in SOR attachment as per instructions provide in Annexure – III (Instructions for participating in E-Tender) of Tender Document and Ready Reckoner available on GAIL’s E-Portal.

12. SCHEDULE OF RATES / BID PRICES

12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).

12.2. Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

12.3. Bidder shall quote for all the items of “SOR” after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not
covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4. All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

12.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it’s applicability with respect to the contract.

12.6. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.7. Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13. TAXES & DUTIES

13.1. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

13.2. Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Contractor only. Contractor providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.

Payments to Contractor for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, GAIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

13.3. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Contractor shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.

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

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

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

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

The base date for the purpose of applying statutory variation shall be the Bid Due Date.
13.5. Where the GAIL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST):-

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

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

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

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

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

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

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

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

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

13.9. Contractor shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GAIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.

If input tax credit is not available to GAIL for any reason not attributable to GAIL, then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the Contractor under this contract or under any other contract.

13.10. Anti-profiteering clause

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

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

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

13.13. The rate of GST as quoted in Price Schedule/SOR shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Price Schedule/SOR shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder. However in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to GAIL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.

13.14. Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

14. BID CURRENCIES:

14.1. Bidders must submit Bid in Indian rupees only.

15. BID VALIDITY

15.1. Bid shall be kept valid for period specified in BDS from the final ‘Bid Due Date’. A Bid valid for a shorter period may be rejected by GAIL as ‘non-responsive’.

15.2. In exceptional circumstances, prior to expiry of the original ‘Bid Validity Period’, the Purchaser may request the Bidder to extend the ‘Period of Bid Validity’ for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his ‘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-16” in all respects.

16. EARNEST MONEY DEPOSIT (EMD)

16.1. Bid must be accompanied with earnest money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) in the form of ‘Demand Draft’ / ‘Banker’s Cheque’ [in favour of GAIL (India) Limited payable at place mentioned in BDS] or ‘Bank Guarantee’ or ‘Letter of Credit’ strictly as per the format given in form F 4/ F- 4A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of ‘Bank Guarantee’ or ‘Letter of Credit’ should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of ‘Demand Draft’ or ‘Banker’s Cheque’ should be valid for three months,

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only. The EMD is required to protect GAIL against the risk of Bidder’s conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.

16.2. GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘Bank Guarantee’, the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank in case of Indian Bidder and from an reputed International Bank or Indian Scheduled Bank in case of Foreign Bidder. However, in case of ‘Bank Guarantee’ from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead.
16.3. Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by GAIL as non-responsive.

16.4. Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.

16.5. The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.

16.6. Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
   a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’
   b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
   c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
   d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
   e) In the case of a successful Bidder, if the Bidder fails to:
      i. to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]
      ii. To furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
      iii. To accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.

16.7. In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.8. MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However Traders/Dealers/Distributors/Stockist/Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

16.9. In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter along with tender reference number immediately after remittance of EMD.

In absence of submitting/uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

16.10. In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.”

17. PRE-BID MEETING

17.1. The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.

17.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to GAIL in the format “F-18”, as mentioned at clause no. 8.0 of ITB.

17.3. The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of GAIL, Govt. and GAIL’s e-Portal (in case of e-tendering) and not through the minutes of the Pre-Bid Meeting.
17.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. FORMAT AND SIGNING OF BID

18.1. The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.

18.2. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

18.3. In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19. ZERO DEVIATION AND REJECTION CRITERIA

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

19.2. Rejection Criteria:

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

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

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms & conditions of Tender Document.
20. **MODE OF PAYMENT**

GAIL (India) Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through ‘e-banking’. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

21. **SUBMISSION, SEALING AND MARKING OF BID**

21.1. In case of e-tender, Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.

21.2. In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

21.3. The Bid shall be addressed to the Purchaser at address specified in IFB.

21.4. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINEER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

22. **DEADLINE FOR SUBMISSION OF BID**

22.1. In case of e-tender, the Bid must be uploaded on GAIL’s e-Portal not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.

22.2. In case of manual tendering EMD along with bid must be submitted within the due date & time.

22.3. GAIL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of GAIL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of GAIL, Govt., FMC and GAIL’s e-Portal and will be communicated to the prospective bidders.

23. **LATE BID**

23.1. Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.

23.2. In case of e-tendering, e-tendering system of GAIL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

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

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

24. **MODIFICATION AND WITHDRAWAL OF BID**

24.1. Modification and withdrawal of bid shall be as follows:-

24.1.1. **IN CASE OF E- TENDER**

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission.

24.1.2. **IN CASE OF MANUAL TENDER-VOID**

24.2. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant ‘Cut-Out Slip’ duly pasted and mentioning on top of the envelope as “MODIFICATION”. In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number…….”/ communication regarding withdrawal of bid with “Tender Document number …..”/ must reach concerned dealing official of
24.3. Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder’s forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.

24.4. The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

24.5. In case after price bid opening the lowest evaluated bidder (I1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD paid by the Bidder and such bidder s hall be debared from participation in re-tendering of the same job (s)/item (s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

GAIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for GAIL’s action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL shall respond quickly.

26. BID OPENING

26.1. Un-priced Bid Opening:

GAIL /PMC will open bids, in the presence of Bidders’ designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders’ representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2. Priced Bid Opening:

26.2.1. GAIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders’ representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.

26.2.2. The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.2.3. In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28. CONTACTING THE PURCHASER

28.1. From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2. Any effort by a Bidder to influence the Purchaser in the Purchaser’s processing of Bid(s) including ‘Bid Evaluation’, ‘Bid Comparison’, or ‘Contract Award’ decisions may result in the rejection of the Bidder’s Bid and action shall be initiated as per the GAIL’s procedure in this regard.

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1. The purchaser’s determination of a bid’s responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-

(a) meets the “Bid Evaluation Criteria” of the Tender Document;
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(b) has been properly signed;

c) is accompanied by the required EMD;

d) is substantially responsive to the requirements of the Tender Document; and

e) provides any clarification and/or substantiation that the Purchaser may require to determine
responsiveness pursuant to “ITB: Clause-29.2”

29.2. A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the
Tender Document without any material deviation or reservation or omission, for this purpose Purchaser
defines the foregoing terms below:

(a) “Deviation” is departure from the requirement specified in the Tender Documents.

(b) “Reservation” is the setting of limiting condition(s) or withholding from complete acceptance of the
requirement in the Tender Documents.

(c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender
Document.

29.3. A material deviation, reservation or omission is one that,

(a) If accepted would,

i) Affect in any substantial way the scope, quality or performance of the job as specified in Tender
Document.

ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser’s rights or the
Bidder’s obligation under the proposed Contract.

(b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially
responsive bids.

29.4. The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any
material deviation, reservation or omission.

29.5. If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made
responsive by correction or withdrawal of the material deviation, reservation or omission.

30. CORRECTION OF ERRORS

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

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

ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted
by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/
corrected accordingly.

iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in
words shall be adopted and the amount worked out, for comparison purposes

30.2. The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the
correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the
EMD shall be forfeited.

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32. EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order/LoA
will be placed on the bidder who has higher/ highest turnover in last audited financial year.
In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

33. COMPENSATION FOR EXTENDED STAY

33.1. In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2. The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34. PURCHASE PREFERENCE (VOID)

Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35. AWARD

Subject to “ITB: Clause-29.0”, GAIL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

GAIL intent to place the order /contract directly on the address from where Goods are produced/dispatched Services are rendered. In case, bidder wants order/contract at some other address or supply of Goods/Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

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

36.2. Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned in the Notification of Award. The “Notification of Award” will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37". Upon the successful Bidder’s / Supplier’s furnishing of ‘Contract Performance Security / Security Deposit’, pursuant to “ITB: Clause-38”, GAIL will promptly discharge his EMD, pursuant to “ITB: Clause-16”.

36.3. The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.

37. SIGNING OF AGREEMENT

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

37.2. The successful Bidder/Contractor shall be required to execute an ‘Agreement’ in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of ‘state’ specified in Bidding Data Sheet (BDS) only, within
fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1. Within 30 days of the receipt of the notification of award/ FOA from GAIL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker’s Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh or its equivalent in U.S. Dollars (exclusive GST).

38.2. The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of GST (CGST & SGST/UTGST or IGST) to be reimbursed by Purchaser as per provision of contract.

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

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

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

38.5. Further, the bidder can submit CPBG on line through issuing bank to GAIL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GAIL.

38.6. In addition to the existing specified form (i.e., Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee/ Letter of credit) mentioned for submission of security Deposit/CPBG, the successful bidder can also submit the Security Deposit/CPBG through online banking transaction, i.e. IMPS/NEFT/RTGS, etc.

While remitting the bidder must indicate “Security Deposit/Contract Performance Guarantee against FOA/ DLOA/PO No.__________________ (Contractor/vendor to specify FOA/ DLOA/PO No.),” under remarks column of respective bank portal. The contractor / vendor shall be required to submit the transaction details to the dealing officer immediately and necessarily within 30 days from the date of fax of Acceptance.

38.7. In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.

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

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

39.2. The Fraud Prevision Policy document is available on GAIL’s website (www.gailonline.com).

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/Supplier indulged in fraudulent/coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in GAIL’s “Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices” (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Bidder/Supplier.

The Bidder/Supplier understands and agrees that in such cases where Bidder/Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL, such decision of GAIL shall be final and binding on the Bidder/Supplier and the ‘Arbitration Clause’ mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue/dispute arising in the matter.

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)

40.1. Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). The following benefit is available in case of work contract also:

(i) Issue of tender document to MSEs free of cost.

(ii) Exemption to MSEs from payment of EMD/Bid Security.

41. AHR ITEMS

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

I) Rates as per SOR, quoted by the Contractor/Bidder.

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

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

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

42. VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43. INCOME TAX & CORPORATE TAX

43.1. Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2. Corporate Tax liability, if any, shall be to the contractor’s account.

43.3. TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4. Mentioning of pan no. in invoice/bill

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/bill for each transaction.

Payment of supplier/ contractor/ service provider/ consultant shall be processed only after fulfilment of above requirement.

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45. DISPUTE RESOLUTION

45.1. CONCILIATION

GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with GAIL Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on GAIL’s website i.e www.gailonline.com.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.

45.2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 45.2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 45.2.1 below or Institutionalized Arbitration as provided at Clause 45.2.2 below, the remaining clauses from 45.2.3 to 45.2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

45.2.1. On invocation of the Arbitration clause by either party, GAIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from GAIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GAIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GAIL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘Delhi International Arbitration Centre’.

OR

45.2.2. If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
45.2.3. The cost of arbitration proceedings shall be shared equally by the parties.

45.2.4. The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

45.2.5. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

45.2.6. List of Excepted matters:

- Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.

45.2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

45.3. GOVERNING LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45.4. DISPUTES BETWEEN CPSE’S/GOVERNMENT DEPARTMENT’S/ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE’s/ Government Department’s/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

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

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.
GAIL’s contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47. **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**
   
   To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

48. **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**
   
   While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49. **QUARTERLY CLOSURE OF THE CONTRACT (FOR APPLICABILITY REFER BDS)**
   
   During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, GAIL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

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

50. **PROVISIONS FOR STARTUPS [APPLICABLE FOR INDIAN BIDDERS ONLY] (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS) (VOID)**
   
   As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

   Further, the Startups are also exempted from submission of EMDs.

   For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.

   If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise (as the case may be), as per tender document.

   If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/check points would be drawn. Further, the performance of such contractor/service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/poor performance.

51. **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**
   
   As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/execution of contract, supplier/contractor/service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/contractor/service provider has raised the invoice for full value, then supplier/contractor/service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

   In such cases if supplier/contractor/service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GAIL will release the payment to supplier/contractor/service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor’s invoice, to avoid delay in delivery/collection of material.”
In case any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. GAIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the Supplier/Contractor under this contract or under any other contract.
ANNEXURE-I

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

A) Definitions:

A.1. “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2. “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.

A.3. “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4. “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5. “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6. “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7. “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/(ies) and Banning of business dealings with Agency/(ies) and shall be the “Director” concerned.

A.8. “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/suspended agencies. In determining this, the following factors may be taken into consideration:

(a) Whether the management is common;
(b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
(c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.

A.9. “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/party and shall include the Vigilance Department of the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2. Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.1 Period of Banning

The period of banning of agencies indulged in Corrupt/Fraudulent/Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Period of banning from the date of issuance of Banning order</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/banning list of PSUs/Govt. Dept., liquidation, bankruptcy &amp; etc. and subsequently it is found otherwise, such acts shall be considered in this category.</td>
<td>02 years</td>
</tr>
<tr>
<td>2</td>
<td>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</td>
<td>03 years</td>
</tr>
<tr>
<td>2.1</td>
<td>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:</td>
<td></td>
</tr>
<tr>
<td>(v)</td>
<td>Repeated once</td>
<td>7 years (in addition to the period already served)</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS (ITB)

<table>
<thead>
<tr>
<th>(vi) Repeated twice or more</th>
<th>15 years (in addition to the period already served)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Indulged in unauthorized disposal of materials provided by GAIL</td>
</tr>
<tr>
<td>4</td>
<td>If act of vendor/contractor is a threat to the National Security</td>
</tr>
</tbody>
</table>

C) Effect of banning on other ongoing contracts/ tenders

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

D) Procedure for Suspension of Bidder

D.1. Initiation of Suspension

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

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

D.2. Suspension Procedure:

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

The competent authority to approve the suspension will be same as that for according approval for banning.
D.3. **Effect of Suspension of business:**

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

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1. after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2. after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3. after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E) **Deleted**

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

F.1. The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3. Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G) Wherever there is contradiction with respect to terms of ‘Integrity pact’, GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.
Annexure-II

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

1.0. GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization. Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0. OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements. The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GAIL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0. METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/Supplier/Contractor/Consultant is not on watch list/holiday list/banning list.

ii) Orders for Misc./Administrative items/Non stock/Non valuated items (PO with material code ending with 9).

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

5.0. **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

5.1. FOR PROJECTS

i) Evaluation of performance of Vendors/Suppliers/Contractors/Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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

iv) Reply from concerned Vendor/Supplier/Contractor/Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/Contract and where no reply/unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

(a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.
(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant

(i) Poor Performance due to reasons other than Quality: Putting on Holiday for a period of One Year
(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): Putting on Holiday for a period of Two Years

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 28.3.1 (C) of GCC-Goods)

(a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated /offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.

A provision in SAP will be made for flagging (Yellow card and Red Card) of such Vendor/ Supplier/ Contractor/ Consultant so as to track their performance. List of such Vendor/ Supplier/ Contractor/ Consultant shall also be uploaded on GAIL’s Intranet.

Further, the bidder status regarding yellow card should be mentioned in the TCR/Proposal for Price Bid Opening so that delivery execution may be closely monitored by the concerned.

The methodology for processing above cases of “POOR” (as performance rating) or Poor/No-Performance leading to termination of contract or off-loading of
contract due to Poor Performance attributable to Vendor/Supplier/Contractor/Consultant shall be as under:

(i) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP) or no reply/receipt of non-satisfactory reply to explanation letter for “poor” Performance rating, Project Manager or concerned C&P department will forward the brief of case along with termination letter/copy of correspondence (for case of Poor performance rating) to Corporate C&P through their OIC/HoD at Corporate office. However, before terminating any contract/order, the EIC/CIC shall refer the matter to site “Samadhan committee” for their deliberation.

(ii) On receipt of above details, for the case of “First Instance”, Corporate C&P department will issue Advisory notice (as per standard Proforma duly vetted by corporate law department) to vendor/Supplier/Contractor/Consultant for putting them on watch list for a period of 3 years. The copy of the advisory notice will be sent to all OICs/HoDs at Corporate office for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/Consultant in other ongoing/new orders/contracts placed on them. Simultaneously, Vendor SAP will also be advised for “Yellow” Flagging such vendor in SAP.

(iii) For the case of “Subsequent Instances” in other ongoing order(s)/Contract(s) or new order(s)/ on such Vendor/Supplier/Contractor/Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to corporate C&P for further deliberation by a corporate level committee consisting of following:

(i) HOD (C&P) – Corporate office
(ii) HOD (F&A) – Corporate office
(iii) ED of concerned department

All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc. will be as per extant procedure.

On receipt of reply to SCN, Corporate C&P Department will forward the same to concerned OIC/HoD at Corporate Office for point wise reply to issues brought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.

On receipt of recommendation from site committee through OIC/HoD at Corporate Office, the matter will once again be deliberated by the aforesaid Corporate Level Committee. All other subsequent process of committee recommendation for keeping the Vendor/Supplier/Contractor/Consultant on Holiday or otherwise, vetting of speaking order, approval, etc. will be as per extant procedure.

C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/Supplier/Contractor/Consultant to improve their performance.

5.2. FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.
5.3. FOR OPERATION & MAINTENANCE


ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action shall be initiated by EIC:

<table>
<thead>
<tr>
<th>Sl. No.</th>
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<th>Action</th>
</tr>
</thead>
<tbody>
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</table>

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

   Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

   (a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years. Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s). The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant.

   (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant

   (i) Poor Performance due to reasons other than Quality: Putting on Holiday for a period of One Year

   (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): Putting on Holiday for a period of Two Years
INSTRUCTIONS TO BIDDERS (ITB)

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

   (a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
       Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
       However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
       The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

   (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.

   (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.

A provision in SAP will be made for flagging (Yellow card and Red Card) of such Vendor/Supplier/ Contractor/ Consultant so as to track their performance. List of such Vendor/ Supplier/ Contractor/ Consultant shall also be uploaded on GAIL’s Intranet.

Further, the bidder status regarding yellow card should be mentioned in the TCR/Proposal for Price Bid Opening so that delivery execution may be closely monitored by the concerned.

The methodology for processing above cases of “POOR” (as performance rating) or Poor/No-Performance leading to termination of contract or off-loading of contract due to Poor Performance attributable to Vendor/ Supplier/ Contractor/ Consultant shall be as under:

(iv) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP) or no reply / receipt of non-satisfactory rely to explanation letter for “poor” Performance rating, Project Manager or concerned C&P department will forward the brief of case along with termination letter/ copy of correspondence (for case of Poor performance rating) to Corporate C&P through their OIC/HoD at Corporate office.
However, before terminating any contract / order, the EIC/CIC shall refer the matter to site “Samadhan committee” for their deliberation.

(v) On receipt of above details, for the case of “First Instance”, Corporate C&P department will issue Advisory notice (as per standard Proforma duly vetted by corporate law department) to vendor/Supplier/Contractor/Consultant for putting them on watch list for a period of 3 years. The copy of the advisory notice will be sent to all OICs/ HoDs at Corporate office for instructing EICs to closely monitor the performance of such Vendor/ Supplier/ Contractor/ Consultant in other ongoing/ new orders/ contracts placed on them. Simultaneously, Vendor SAP will also be advised for “Yellow” Flagging such vendor in SAP.

(vi) For the case of “Subsequent Instances” in other ongoing order(s)/ Contract(s) or new order(s)/ on such Vendor/ Supplier/ Contractor/ Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to corporate C&P for further deliberation by a corporate level committee consisting of following:

(iv) HOD (C&P) – Corporate office
(v) HOD (F&A) – Corporate office
(vi) ED of concerned department

C) Where Performance rating is “FAIR”
Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0. REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

7.0. EFFECT OF HOLIDAY

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

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

7.3. Effect on other ongoing tendering:
7.3.1. After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2. After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
7.3.3. After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

8.0. While putting the Vendor/Supplier/Contractor/Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/Supplier/Contractor/Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

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

10.0. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

11.0. ERRANT BIDDER

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

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

12.0. In case CBIC (Central Board of Indirect Taxes and Customs)/any tax authority/any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.

GAIL (India) Limited
PERFORMANCE RATING DATA SHEET
FOR PROJECTS/CONSULTANCY JOBS

i) Project/Work Centre 
ii) Order/Contract No. & date 
iii) Brief description of Items 
     Works/Assignment 
iv) Order/Contract value (Rs.) 

[Annexure-1]
v) Name of Vendor/Supplier/Contractor/Consultant : 
vi) Contracted delivery/Completion Schedule : 
vii) Actual delivery/Completion date : 

<table>
<thead>
<tr>
<th>Performance Parameter</th>
<th>Delivery/ Completion Performance</th>
<th>Quality Performance</th>
<th>Reliability Performance#</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Marks</td>
<td>40</td>
<td>40</td>
<td>20</td>
<td>100</td>
</tr>
</tbody>
</table>

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note: Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then ‘0’ marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Range (Marks)</th>
<th>Rating</th>
<th>Signature of Authorised Signatory:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>60 &amp; below</td>
<td>POOR</td>
<td>Name:</td>
</tr>
<tr>
<td>2</td>
<td>61-75</td>
<td>FAIR</td>
<td>Designation:</td>
</tr>
<tr>
<td>3</td>
<td>76-90</td>
<td>GOOD</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>More than 90</td>
<td>VERY GOOD</td>
<td></td>
</tr>
</tbody>
</table>

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1. DELIVERY/ COMPLETION PERFORMANCE 40 Marks

<table>
<thead>
<tr>
<th>Delivery Period/Completion Schedule</th>
<th>Delay in Weeks</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Upto 3 months</td>
<td>Before CDD</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Delay upto 4 weeks</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>&quot; 8 weeks</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>&quot; 10 weeks</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>&quot; 12 weeks</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>&quot; 16 weeks</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>More than 16 weeks</td>
<td>0</td>
</tr>
<tr>
<td>b) Above 3 months</td>
<td>Before CDD</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Delay upto 4 weeks</td>
<td>35</td>
</tr>
</tbody>
</table>
1.2. QUALITY PERFORMANCE  40 Marks

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

i) Rejection/Defects

Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases

ii) When quality failure endanger system integration and safety of the system

Failure of severe nature 0 marks
- Moderate nature 5 marks
- Low severe nature 10-25 marks

iii) Number of deviations

1. No deviation 5 marks
2. No. of deviations ≤ 2 2 marks
3. No. of deviations > 2 0 marks

1.3. RELIABILITY PERFORMANCE  20 Marks

A. FOR WORKS/CONTRACTS

i) Submission of order acceptance, agreement, PBG, Drawings and other documents within time 4 marks

ii) Mobilization of resources as per Contract and in time 4 marks

iii) Liquidation of Check-list points 4 marks

iv) Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs 4 marks

v) Timely submission of estimates and other documents for Extra, Substituted & AHR items 4 marks

B. FOR SUPPLIES

i) Submission of order acceptance, PBG, Drawings and other documents within time 5 marks
### Instructions to Bidders (ITB)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ii)</td>
<td>Attending complaints and requests for after sales service/warranty repairs and/or query/advice (upto the evaluation period).</td>
</tr>
<tr>
<td>iii)</td>
<td>Response to various correspondence and conformance to standards like ISO</td>
</tr>
<tr>
<td>iv)</td>
<td>Submission of all required documents including Test Certificates at the time of supply</td>
</tr>
</tbody>
</table>

---

### GAIL (India) Limited

**PERFORMANCE RATING DATA SHEET**

**(FOR O&M)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Location</td>
<td></td>
</tr>
<tr>
<td>ii) Order/Contract No. &amp; date</td>
<td></td>
</tr>
<tr>
<td>iii) Brief description of Items</td>
<td>Works/Assignment</td>
</tr>
<tr>
<td>iv) Order/Contract value (Rs.)</td>
<td></td>
</tr>
<tr>
<td>v) Name of Vendor/Supplier/Contractor/Consultant</td>
<td></td>
</tr>
<tr>
<td>vi) Contracted delivery/Completion Schedule</td>
<td></td>
</tr>
<tr>
<td>vii) Actual delivery/Completion date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance Parameter</th>
<th>Delivery Performance</th>
<th>Quality Performance</th>
<th>Reliability Performance#</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Marks</td>
<td>40</td>
<td>40</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>Marks Allocated (*)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Remarks (if any)**

PERFORMANCE RATING (**)

**Note:**

- Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
- Allocation of marks should be as per enclosed instructions
- Performance rating shall be classified as under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Range (Marks)</th>
<th>Rating</th>
<th>Signature of Authorised Signatory:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>60 &amp; below</td>
<td>POOR</td>
<td>Name:</td>
</tr>
<tr>
<td>2</td>
<td>61-75</td>
<td>FAIR</td>
<td>Designation:</td>
</tr>
<tr>
<td>3</td>
<td>76-90</td>
<td>GOOD</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>More than 90</td>
<td>VERY GOOD</td>
<td></td>
</tr>
</tbody>
</table>

---

**Instructions for allocation of marks (For O&M)**
1. Marks are to be allocated as under:

1.1 DELIVERY/COMPLETION PERFORMANCE  40 Marks

<table>
<thead>
<tr>
<th>Delivery Period/ Completion Schedule</th>
<th>Delay in Weeks</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Upto 3 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Before CDD</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Delay upto 4 weeks</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>&quot; 8 weeks</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>&quot; 10 weeks</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>&quot; 12 weeks</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>&quot; 16 weeks</td>
<td>15</td>
</tr>
<tr>
<td>More than 16 weeks</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>b) Above 3 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Before CDD</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Delay upto 4 weeks</td>
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<td></td>
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<td>30</td>
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<tr>
<td></td>
<td>&quot; 10 weeks</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>&quot; 16 weeks</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>&quot; 20 weeks</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>&quot; 24 weeks</td>
<td>10</td>
</tr>
<tr>
<td>More than 24 weeks</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

1.2 QUALITY PERFORMANCE  40 Marks

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

i) Rejection/Defects Marks to be allocated on 10 marks prorata basis for acceptable quantity as compared to total quantity for normal cases

ii) When quality failure endanger system integration and safety of the system

<table>
<thead>
<tr>
<th>Failure of severe nature</th>
<th>Moderate nature</th>
<th>Low severe nature</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 marks</td>
<td>5 marks</td>
<td>10-25 marks</td>
</tr>
</tbody>
</table>

iii) Number of deviations

<table>
<thead>
<tr>
<th>No deviation</th>
<th>5 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. No. of deviations ≤ 2</td>
<td>2 marks</td>
</tr>
<tr>
<td>3. No. of deviations &gt; 2</td>
<td>0 marks</td>
</tr>
</tbody>
</table>

1.3 RELIABILITY PERFORMANCE  20 Marks

A. FOR WORKS/CONTRACTS

| i) Submission of order acceptance, agreement, PBG, Drawings and other documents within time | 4 marks |
### ii) Mobilization of resources as per Contract and in time
- **4 marks**

### iii) Liquidation of Check-list points
- **4 marks**

### iv) Compliance to statutory and HS&E requirements
- **4 marks**
  - or
- Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs

### v) Timely submission of estimates and other documents for
- Extra, Substituted & AHR items
- **4 marks**

### B. FOR SUPPLIES

#### i) Submission of order acceptance, PBG, Drawings and other documents within time
- **5 marks**

#### ii) Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).
- **5 marks**

#### iii) Response to various correspondence and conformance to standards like ISO
- **5 marks**

#### iv) Submission of all required documents including Test Certificates at the time of supply
- **5 marks**
Annexure-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

Available on GAIL’s e-tender website (https://etender.gail.co.in)
BIDDING DATA SHEET (BDS)
ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:
## A. GENERAL

<table>
<thead>
<tr>
<th>ITB clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>The Invitation for Bids/ Tender no is: P.013828 D11031 001</td>
</tr>
<tr>
<td>1.1</td>
<td>The Employer/Owner is: GAIL (India) Limited</td>
</tr>
<tr>
<td>2.1</td>
<td>The name of the Works/Services to be performed is: HMEL CONNECTIVITY PIPELINNE PROJECT, Bhatinda</td>
</tr>
</tbody>
</table>

### B. BIDDING DOCUMENT

<table>
<thead>
<tr>
<th>ITB clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>For <strong>clarification purposes</strong> only, the communication address is: Attention: Mr. SK Hussain/ Sunil Gupta Street Address: 68, Institutional Area, Sector 44 Floor/Room number: 2nd floor City: Gurgaon ZIP Code: 122002 Country: India Email: <a href="mailto:skhussain@tractebel.engie.com">skhussain@tractebel.engie.com</a> / <a href="mailto:sunil.gupta@tractebel.engie.com">sunil.gupta@tractebel.engie.com</a> Fax No- 0124-471 2260</td>
</tr>
</tbody>
</table>

### C. PREPARATION OF BIDS

<table>
<thead>
<tr>
<th>ITB clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.1.1 (u)</td>
<td>The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents is defined in SCC.</td>
</tr>
</tbody>
</table>
12. Additional Provision for Schedule of Rate/ Bid Price are as under:
Bidder to quote Extended Stay Compensation separately.

12 & 13. Whether GAIL will be able to avail input tax credit in the instant tender

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td>✓</td>
</tr>
</tbody>
</table>

14. The currency of the Bid shall be INR

15. The bid validity period shall be three (3) months from final 'Bid Due Date'.

16.1. In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque' the same should be favor of GAIL (India) Limited, payable at Noida (UP)

Details of GAIL’s Bank is

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>STATE BANK OF INDIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Account No.</td>
<td>00000032849362991</td>
</tr>
<tr>
<td>Bank Address:</td>
<td>CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.</td>
</tr>
<tr>
<td>IFSC CODE</td>
<td>SBIN0017313</td>
</tr>
<tr>
<td>SWIFT CODE</td>
<td>SBININBB824</td>
</tr>
<tr>
<td>MICR CODE</td>
<td>110002562</td>
</tr>
</tbody>
</table>
16.10 and 38.6

For submission of EMD/ Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS, the details of GAIL’s Bank Account is as under:

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>STATE BANK OF INDIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Account No.</td>
<td>000000032849362991</td>
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<tr>
<td>Bank Address:</td>
<td>CAG II Branch, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Near Gole Market Speed Post, New Delhi 110 001.</td>
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<td>SBININBB824</td>
</tr>
<tr>
<td>MICR CODE</td>
<td>110002562</td>
</tr>
</tbody>
</table>

D. SUBMISSION AND OPENING OF BIDS

<table>
<thead>
<tr>
<th>ITB clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.</td>
</tr>
<tr>
<td>22</td>
<td>The E-Tender No. of this bidding process is: 80000014796</td>
</tr>
</tbody>
</table>
| 22.3 and 4.0 of IFB | For the submission of physical document as per clause no. 4.0 of IFB, the Owner’s address is:  
Attention: Mr. S K Hussain/ Sunil Gupta  
Street Address: 68, Institutional Area, Sector 44  
Floor/Room number: 2nd floor  
City: Gurgaon  
ZIP Code: 122002  
Country: India |
26  The bid opening shall take place at:
GAIL (INDIA) LTD.
Street Address: B-35-36, Sector1, Jubilee Tower,
Floor: 17th Floor;
City: NOIDA
Country: INDIA
Date: 23.05.2019
Time: 1500 Hrs. IST

E. EVALUATION, AND COMPARISON OF BIDS

<table>
<thead>
<tr>
<th>ITB clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Evaluation Methodology is mentioned in Annexure-II.</td>
</tr>
<tr>
<td>33</td>
<td>Compensation for Extended Stay:</td>
</tr>
<tr>
<td></td>
<td>APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>NOT APPLICABLE</td>
</tr>
</tbody>
</table>

F. AWARD OF CONTRACT

<table>
<thead>
<tr>
<th>ITB clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>State of which stamp paper is required for Contract Agreement: Noida (UP)</td>
</tr>
<tr>
<td>38</td>
<td>Contract Performance Security/ Security Deposit</td>
</tr>
<tr>
<td></td>
<td>APPLICABLE</td>
</tr>
<tr>
<td></td>
<td>NOT APPLICABLE</td>
</tr>
</tbody>
</table>

The value/ amount of Contract Performance Security/ Security Deposit: 10% of Contract Value within 30 days of FOA/ notification of award.
<table>
<thead>
<tr>
<th></th>
<th>Provision of AHR Item:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>APPLICABLE</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>NOT APPLICABLE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Quarterly Closure of Contract</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>APPLICABLE</td>
<td>√</td>
</tr>
<tr>
<td></td>
<td>NOT APPLICABLE</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause no. 27.3 of GCC</th>
<th>Bonus for Early Completion:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>APPLICABLE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NOT APPLICABLE</td>
<td>√</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Provision for Startups</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>APPLICABLE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NOT APPLICABLE</td>
<td>√</td>
</tr>
</tbody>
</table>
GAIL (INDIA) LIMITED

LAYING AND ASSOCIATED WORKS

FOR

HMEL CONNECTIVITY PIPELINE PROJECT,
BHATINDA

SECTION IV

GENERAL CONDITIONS OF CONTRACT- WORKS

P.013828 D11034 001
# TABLE OF CONTENTS

## GENERAL CONDITIONS OF CONTRACT

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>SECTION-I</strong></td>
</tr>
<tr>
<td>1.0</td>
<td>Definition of Terms</td>
</tr>
<tr>
<td></td>
<td><strong>SECTION-II</strong></td>
</tr>
<tr>
<td>2.0</td>
<td>General Information</td>
</tr>
</tbody>
</table>
| 2.1    | (a) Location of Site  
(b) Access by Road |
| 2.2    | Scope of Work  
2.3    | Water Supply  
2.4    | Power Supply  
2.5    | Land for Contractor's field office, Godown and Workshop  
2.6    | Land for Residential Accommodation |
|        | **SECTION-III** | **GENERAL INSTRUCTIONS TO TENDERERS** |
| 3.0    | Submission of Tender  
4.0    | Documents  
4.1    | General  
4.2    | All pages to be initialed  
4.3    | Rates to be in figures and words  
4.4    | Corrections and Erasures  
4.5    | Signature of Tenderer  
4.6    | Witness  
4.7    | Details of Experience  
4.8    | Liability of Government of India  
5.0    | Transfer of Tender Documents  
6.0    | Earnest Money  
7.0    | Validity  
8.0    | Addenda/Corrigenda  
9.0    | Right of Employer to Accept or Reject Tender  
10.0   | Time Schedule  
11.0   | Tenderer's Responsibility  
12.0   | Retired Government or Company Officers  
13.0   | Signing of the Contract  
14.0   | Field Management & Controlling/Coordinating Authority  
15.0   | Note to Schedule of Rates  
16.0   | Policy for Tenders under consideration  
16.1   | Zero Deviation  
16.2   | Award of Contract  
18.0   | Clarification of Tender Document  
19.0   | Local Conditions  
20.0   | Abnormal Rates |
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21.1 Priority of Contract Documents
21.2 Headings & Marginal Notes
21.3 Singular and Plural
21.4 Interpretation
22.0 Special Conditions of Contract
23.0 Contractor to obtain his own information
24.0 Contract Performance Security
25.0 Time of Performance
25.1 Time for Mobilisation
25.2 Time Schedule of Construction
26.0 Force Majeure
26.1 Conditions for Force Majeure
26.2 Outbreak of War
27.0 Price Reduction Schedule
27.3 Bonus for Early Completion
28.0 Rights of Employer to forfeit Contract Performance Security
29.0 Failure by the Contractor to comply with the provisions of the contract
30.0 Contractor remains liable to pay compensation if action not taken under Clause 29.0
31.0 Change in Constitution
32.0 -A Termination of Contract for Death
32.0-B Termination of Contract for Liquidation, Bankruptcy etc.
32.0-C Termination of Contract for Non-Performance and subsequently putting the Contractor on Holiday
33.0 Members of the Employer not individually liable
34.0 Employer not bound by personal representations
35.0 Contractor's office at site
36.0 Contractor's subordinate staff and their conduct
37.0 Sub letting of Works
i) Sub contracts for Temporary works etc.
ii) List of sub-contractors to be supplied
iii) Contractor's liability not limited by Sub-Contractors
iv) Employer may terminate sub contracts
v) No remedy for action taken under this clause
38.0 Power of Entry
39.0 Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other agencies
40.0 Other Agencies at site
41.0 Notices
41.1 To the Contractor
41.2 To the Employer
42.0 Rights of various Interests
43.0 Patents and Royalties
44.0 Liens
45.0 Delays by Employer or his authorised agents
46.0 Payments if Contract is terminated
47.0 No waiver of Rights
48.0 Certificate not to affect Right of Employer and Liability of Contractor
49.0 Languages & Measures
50.0 Transfer of Title
51.0 Release of Information
52.0 Brand Names
53.0 Completion of Contract
54.0 Spares

SECTION-V PERFORMANCE OF WORK

55.0 Execution of Work
56.0 Co-ordination and Inspection of work
57.0 Work in Monsoon & Dewatering
58.0 Work on Sundays & Holidays
59.0 General Conditions for construction & Erection Work
60.0 Alterations in specification, Design & Extra Work
61.0 Drawings to be supplied by the Employer
62.0 Drawings to be supplied by the Contractor
63.0 Setting out works
64.0 Responsibility for Levels and Alignment
65.0 Materials to be supplied by contractor
66.0 Stores supplied by Employer
67.0 Conditions for issue of material
68.0 Materials Procured with assistance of Employer/Return of surplus
69.0 Materials obtained from dismantling
70.0 Articles of Value found
71.0 Discrepancies between instructions
72.0 Action where no specification is issued
73.0 Inspection of Works
74.0 Tests for Quality of Works
75.0 Samples for approval
76.0 Action and Compensation in case of bad work
77.0 Suspension of Work
78.0 Employer may do part of work
79.0 Possession prior to completion
80.0 Twelve months period of liability from the date of issue of completion certificate
80.3 Limitation of Liability
81.0 Care of Works
81.1 Defects prior to taking over
81.2 Defects after taking over
82.0 Guarantee/Transfer of Guarantee
83.0 Training of Employer's personnel
84.0 Replacement of Defective parts & materials
85.0 Indemnity
86.0 Construction Aids, Equipments, Tools & Tackles

SECTION-VI CERTIFICATES AND PAYMENTS

87.0 Schedule of Rates and Payments
i) Contractor's Remuneration
ii) Schedule of Rates to be inclusive

iii) Schedule of Rates to cover construction equipment, materials, labour etc.

iv) Schedule of Rates to cover Royalties, Rents and claims.

v) Schedule of Rates to cover taxes & duties

vi) Schedule of Rates to cover risks of delay

vii) Schedule of Rates cannot be altered

88.0 Procedure for Measurement and billing of works in progress

88.1 Billing Procedure

88.2 Secured Advance on materials

88.3 Dispute in mode of measurement

88.4 Rounding of Amounts

89.0 Lumpsum in Tender

90.0 Running Account Payments to be regarded as advances

91.0 Notices of Claims for Additional Payments

92.0 Payment of Contractor's bills

93.0 Receipt for Payment

94.0 Completion Certificate

94.1 Application for Completion Certificate

94.2 Completion Certificate

94.3 Completion Certificate Documents

95.0 Final Decision & Final Certificate

96.0 Certificate and Payments No evidence of completion

97.0 Deduction from Contract Price

SECTION-VII TAXES AND INSURANCE

98.0 Taxes, Duties, Octroi etc.

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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 pursuance 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 Tractebel Engineering Pvt Ltd. who are the consulting engineer to the Employer for this project and having office at Plot No. 68, 2nd Floor Sector – 44, Gurgaon – 122002, India

1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, 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 INFORMATION

2. General Information

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

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

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

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

2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe network 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 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 own 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 his 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 at any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

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

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

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

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

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

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3. Submission of Tender:  
3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under “Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.
3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

3.5 Tenders should always be placed in double sealed covers, superscribing "QUOTATION DO NOT OPEN" Tender for __________________________ Project of GAIL (India) Limited due for opening on _______________________. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.

4. Documents:

4.1 General:
The tenders as submitted, will consist of the following:

i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.

ii) Earnest money in the manner specified in Clause 6 hereof.

iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.

iv) Information regarding tenderers in the proforma enclosed.

v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.

vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.

vii) Details of construction plant and equipments available with the tenderer for using in this work.

viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.

ix) Latest Balance Sheet and Profit & Loss Account duly audited.

x) Details of present commitment as per proforma enclosed to tender.

xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.

xii) Provident fund registration certificate

xiii) List showing all enclosures to tender.

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

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

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

b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.

c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

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

4.5 Signature of Tenderer:

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

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

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

4.7 Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date
of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

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

5. Transfer of Tender Documents:

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

6. Earnest Money:

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

The bid guarantee shall be submitted in the prescribed format.

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

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

7 Validity:

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.

7.1 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.

13 Signing of the Contract:

13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

14 Field Management & Controlling/Coordinating Authority:

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

14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.
15 Note to Schedule of Rates:

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

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

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

16 Policy for Tenders Under Consideration:

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance/rejection of Tender is made by GAIL to the Bidder.

16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. GAIL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17 Award of Contract:

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GAIL either by Telex/Telegram/Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 GAIL will be the sole judge in the matter of award of CONTRACT and the decision of GAIL shall be final and binding.

18 Clarification of Tender Document:

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GAIL in triplicate. GAIL will then
issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

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

19 Local Conditions:

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable GAIL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 Abnormal Rates:

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

SECTION-IV GENERAL OBLIGATIONS

21 Priority of Contract Documents

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

1) The Contract Agreement;
2) The Letter of Acceptance;
3) The (Instructions to Bidders) ITB;
4) Special Conditions of Contract (SCC);
5) General Conditions of Contract (GCC)
6) Any other document forming part of the Contract.
Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

21.2 Heads 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 MAJEURE

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

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.
Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

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

26.2 OUTBREAK OF WAR

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

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

27 Price reduction schedule:

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/Contractor's Contract Performance Security payable on demand.

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

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

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 2½% 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.

28.1 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.

29.1 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 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 up to the date of such termination.

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become
action not taken under clause 29: exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other 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 partners dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR’S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such
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.

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

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

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

36.2 If and whenever any of the CONTRACTOR's or SUB-CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

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

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

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

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub-contract for the execution of any part of the WORK at the site, being entered into 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
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- adherance to such stains, ordinances, laws, rules, regulations, etc.
40 Other agencies at site: 40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

41 Notice: 41.1 TO THE CONTRACTOR:

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

41.2 TO THE EMPLOYER:

Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. GAIL (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.

42 Right of various interests: 42.1 i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

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

43.2 All charges on account of royalty, 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.

45.1 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.

46.1 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 contractor:

48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

49 Language and measures:

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

50 Transfer of title:

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

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

51 Release of information: 51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

52 Brand names: 52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.

53 Completion of contract: 53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

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

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

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

SECTION-V PERFORMANCE OF WORK

55 Execution of work: 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.
56 Co-ordination and inspection of work:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.

57 Work in monsoon and dewatering:

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

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

58 Work on Sundays and Holidays:

58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

59 General conditions for construction and erection work:

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER no this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.
60 Alterations in specifications, design and extra works:

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

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

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN-CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.

b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN-CHARGE, as to whether or not the rates can be reasonably so derived
from the items in this CONTRACT will be final and binding on the CONTRACTOR.

c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER-IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

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

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

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

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<th>S.No.</th>
<th>Range of Variation</th>
<th>Percentage compensation for decrease in the value of work in the respective range</th>
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<td>a)</td>
<td>Beyond (+) 25%</td>
<td>No increase and/or decrease shall be applicable for the Schedule of Rates</td>
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<td></td>
<td>upto &amp; inclusive of (+) 50%</td>
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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 rates 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.

61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.

61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN-CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.
62 Drawings to be supplied by the contractor:

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

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

"Certified true for _____________________________
(Name of Work)

Agreement
No.___________________________________________

Signed:_________________
_________________
(CONTRACTOR)
(ENGINEER-IN-CHARGE)

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

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

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.

71 Discrepancies between instructions:

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

72 Action where no specification is issued:

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

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at
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which reasonable notice of the intention of the ENGINEER-IN-CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER-IN-CHARGE.

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

74 Tests for quality of work:

74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER-IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non-availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of
75  Samples for approval:

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

76  Action and compensation in case of bad work:

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

77  Suspension of works:

77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.
78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

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

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

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

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

80.3 LIMITATION OF LIABILITY

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

81 Care of works:

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

81.1 DEFECTS PRIOR TO TAKING OVER:

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

a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called `Defects' in this clause), and

b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose...
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.

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.
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 up to 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
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.
Procedure for measurement and billing of work in progress:

 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.

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.

DISPUTE IN MODE OF MEASUREMENT:

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

In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paisa 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 paisa shall be omitted and sums of 50 paisa 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 waived 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
Implementation of Apprentices Act, 1961:

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.
105.1 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:

108.1 The CONTRACT shall be governed by and construed 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:

111.1 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.

   ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

   ii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112 General rules:

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

113 Contractor's barricades:

113.1 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
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 of 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 at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

116 Demolition/general safety:  

116.1 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 at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with
suitable railing and provided with warning signals or board to prevent accident to the public.

f) The CONTRACTOR shall not employ men below the age 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 ready made paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:

a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the
conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.

ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.
In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

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

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

119 Precautions against fire:
119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquids/paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.

120 Explosives:
120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.

121 Mines act:
121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of
the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

122 Preservation of place: 122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 Outbreak of infectious diseases: 123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE’s representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer’s requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 Use of intoxicants: 124.1 The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.
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 assignees 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 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

________________________________________________________

____________________________Only).

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 behalf of EMPLOYER.

GAIL (INDIA) LIMITED

_______________________________

Date: __________
Place: __________

IN PRESENCE OF TWO WITNESSES

1. ____________________________
   ____________________________
2. ____________________________
   ____________________________

Signed and Delivered for and on behalf of the CONTRACTORS.

(NAME OF THE CONTRACTOR)

_______________________________

Date: __________
Place: __________
GAIL (INDIA) LIMITED

LAYING AND ASSOCIATED WORKS

FOR

HMEL CONNECTIVITY PIPELINE PROJECT, Bhatinda

SECTION V

SPECIAL CONDITIONS OF CONTRACT (SCC)

P.013828 D11035 001
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

DEFINITIONS
(GCC Clause 1.0)

1.1. In addition to meaning ascribed to certain capitalized terms in Section IV “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV “GCC”, the meaning ascribed to such term hereunder shall prevail:

1.1.1. Definitions

Effective Date shall mean the date on which Contractor’s obligations will commence and that will be date of issuance of Fax of Acceptance (FOA).

Mechanical Completion shall mean completion of pipeline and station work including pre-commissioning (as defined in PTS) and make the system ready to start commissioning activities.

Commissioning shall mean activities including final drying, filling the nitrogen (if required), commissioning with gas, testing of golden tie-ins, acceptance of final dossier and all other relevant activities associated with Civil, Electrical and Instrumentation.

1.2. Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

1.3. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.4. 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 at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.5. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.6. The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1.7. 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) Contract Agreement

(ii) Detailed Letter of Acceptance along with Statement of Agreed Variations, if any.

(iii) Fax / Letter of Intent / Fax of Acceptance

(iv) Schedule of Rates as enclosures to Fax of Acceptance.

(v) Job / Particular Specifications.

(vi) Drawings

(vii) Technical / Material Specifications

(viii) Special Conditions of Contract
(ix) Instruction to Bidders
(x) General Conditions of Contract
(xi) Indian Standards
(xii) Other applicable Standards

1.8. It will be the Contractor’s responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.9. In the absence of any Specifications covering any material, design of work(s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

2. SCOPE OF WORK & SCOPE OF SUPPLY

2.1. The Scope of work covered in this Contract will be as described in Annexure – I to SCC, Particular Technical Specification (PTS), Job specifications, Standard Specifications, Schedule of Rates etc. The Scope of supply covered in this Contract will be as described in Annexure -2 to SCC, Particular Technical Specifications (PTS), Standard Specifications, Schedule of Rates etc. It is however, explicitly understood that the scope as described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3. SUPPLY OF WATER, POWER & OTHER UTILITIES

3.1. The Clause No. 2.3 to 2.5 given in General Conditions of Contract is modified to following extent:

3.1.1. The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office, fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same. The Owner/Consultant shall not supply water, power and other utilities.

3.1.2. Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor’s office. Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall no claims in respect of any such surplus material disposed of as aforesaid.

3.1.3. Cutting of trees shall not be permitted except in the case that tree is falling on the line of ROU/ROW. In such circumstances, details of such trees being cut shall be prepared and forest / municipal authorities be informed and necessary approval be obtained by contractor. However, after backfilling of trench & restoration, contractor should plant equal number of samplings in that area. Cutting of tree for any purposes (fuel etc.) by workers are strictly prohibited.

4. TIME OF COMPLETION

4.1. The work shall be executed strictly as per COMPLETION SCHEDULE/COMPLETION PERIOD given in Annexure -3 to SCC in the bidding document. The period of completion given includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-In – Charge.

4.2. The time of completion shall be reckoned from the date of Issue of Fax of Acceptance (FOA).

4.3. A joint program of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will be taken into account the time of completion mentioned above.
4.4. Monthly/Weekly construction programme will be drawn up by Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint construction programme as per above clause. The Contractor shall scrupulously adhere to these Targets/Programme by deploying adequate personnel, construction tools & tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets set out in the weekly and monthly programme. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-Charge shall be final and binding on the contractor.

4.5. If the Contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding document, the Owner/Consultant at its option may terminate the contract as contractor’s default and get the work completed from other sources at contractor’s risk & cost.

4.6. Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done so previous day in the proforma prescribed by Engineer-in-Charge.

4.7. The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.

4.8. The Bidder shall also consider local labour/Trade unionism in Uttarakhand while quoting. No waiver shall be attributable to the stoppage due to union activities & due to the influence of trade unionism and adverse weather conditions.

5. DRAWINGS AND DOCUMENTS

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

5.2. The drawings / documents to be submitted by the Contractor to Owner/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Owner/Consultant’s review, information and record. The Contractor shall ensure that drawings and documents submitted to Owner/Consultant are accompanied by relevant calculations, data as required and essential for review of the drawings / documents. Consultant shall review the drawings / documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

5.3. All documents and drawings including those of Contractors sub-vendor’s manufacturer’s etc. shall be submitted to Owner/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/certification to this effect. All documents/drawings & submissions made to Owner/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the contractor’s account.

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

5.5. Copies of all working/shop drawing relating to the works shall be kept at the contractor’s office at the site and shall be made available to the Engineer-in-Charge/Owner/Consultant at any time during execution of the contract. However no extra claim whatsoever shall be entertained for any variation in the “approved/issued for construction drawings” and “tender drawings” regarding any changes/units unless otherwise agreed.

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

6. COMPLIANCE WITH LAWS

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

ii. Payment of Wages Act
iii. Minimum Wages Act
iv. Employer's Liability Act
v. Factory Act
vi. Apprentices Act
vii. Workman’s Compensation Act
viii. Industrial Dispute Act
ix. Environment Protection Act
x. Wild Life Act
xi. Maritime Act
xii. PNGRB Act.
xiii. GST Regulation
xiv. Any other Statute, Act Law as may be applicable.

7. GOVERNMENT OF INDIA NOT LIABLE

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

8. REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)- VOID

8.1. Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contractor at their own cost with the Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner/Consultant for record.

9. LIMITATION OF LIABILITY

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

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

10. CONTRACT PERFORMANCE GUARANTEE

Please refer clause No. 38 of ITB (Section III of Volume I) and clause No. 24.0 of GCC (General Conditions of Contract). In addition to Clause No. 38 of ITB and 24 of GCC following will also apply.
10.1. In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.

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

10.3. Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor’s warranty /guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid until the expiration of the guarantee period for entire works covered under the contract.

10.4. In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Owner/ Consultant may without prejudice to any other right or remedy available to the Owner/ Consultant, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 27.0 of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

11. TAXES, DUTIES AND LEVIES IN INDIA

11.1. The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, 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 wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance with all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner/ Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner/ Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of GST as applicable.

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

11.3. Bidder shall take care of all applicable taxes & duties while submitted their prices.

11.4. Any errors of interpretation of applicability of taxes/duties by bidders shall be to their account.

12. TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES

12.1. The Contractor agrees to and does hereby accept full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as in force on bid due date or as hereafter imposed, increased or modified, and as are payable by Contractor, his agents, sub-contractor and their employees etc. for performance of work under this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall not be varied in any way on this account.
13. **SUBSEQUENT LEGISLATION**

13.1. All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, Laws, Rules, Regulations in force shall be to Contractor’s account. However, any new taxes/duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the GAIL’s account but such Taxes/ duties imposed beyond Contractual Completion date shall be to the Contractor’s account. However if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

14. **STATUTORY VARIATION IN TAXES & DUTIES**

14.1. Pursuant to Clause no. 11 above, Clause 100.1 of GCC is modified to the following extent.

14.2. The statutory variation in GST within the Contractual completion period shall be to Owner’s account, against submission of the documentary evidence. However, any increase in the rate of GST beyond the Contractual completion period shall be to contractor’s account whereas any decrease in the rate shall be passed on to the Owner/ Consultant.

14.3. The base date for the purpose of applying statutory variation shall the due date of submission of last price bid.

15. **INCOME TAX & CORPORATE TAX**

15.1. Please refer Clause No. 43 of ITB (Section III) of Volume I.

16. **IMPORT LICENCE**

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

17. **WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS-VOID**

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

18. **INTELLECTUAL PROPERTY**

18.1. Neither Owner/Consultant nor Contractor nor their personnel, agents or any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made know to the recipient of the information without restriction as to its use by third parties or which was in recipient’s possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Owner/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of the Owner/Consultant or prepared by the Contractor solely for the purpose of the performance of works, including all copies made thereof by the Contractor.

19. **FIRM PRICE**

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

20. **WORKS CONTRACT**

20.1. The work covered under this contract shall be treated as “Works Contract”.

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21. PROVIDENT FUND ACT

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

22. PAYMENT TERMS AND MODE OF PAYMENT

22.1. The terms and mode of payment shall be as per ANNEXURE-V hereto.

23. MOBILIZATION ADVANCE

23.1. Contractor, if requested, shall be paid recoverable interest bearing Mobilization Advance up to a maximum of 10% (Ten Percent) of awarded Contract Value. The mobilization advance will attract an interest rate (medium term) at Marginal Cost of Fund based Lending rate (MCLR) for one year charged by SBI (applicable on the date of disbursement of mobilization advance) plus 02 % per annum on reducing balance basis.

The Bank Guarantee etc. taken towards security of “Mobilization Advance” should be atleast 110% of the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.

The mobilization advance shall not be paid in less than two installments (each maximum of 5%) subject to the fulfilment of the following conditions,

23.1.1 FIRST INSTALLMENT
5% (Five percent) of Contract value shall be payable as the first installment of mobilization advance, within 15 (Fifteen) calendar days, after fulfilling the following formalities by the Contractor:
   a) Signing of contract agreement by the Contractor.
   b) Submission of the Contract Performance Bank Guarantee.
   c) Submission of the Mobilization Advance Guarantee.

23.1.2 SECOND INSTALLMENT
Balance 5% (five percent) shall be payable after fulfilling the following formalities by the Contractor,
   a) After the contractor has constructed a site office, storage shed, fabrication yard etc. and has physically mobilized construction equipment (as per Annexure IX of SCC) and is ready to start the works to the entire satisfaction of the Engineer-In-Charge
   b) Submission of Mobilization Advance Guarantee.

23.2. RECOVERY OF MOBILISATION ADVANCE

23.2.1 The Mobilization Advance together with the interest accrued, shall be recovered from each running account bill @ 10% of gross amount of R.A. Bill. In any case, mobilization advance shall be fully recovered before release of payment due towards Mechanical Completion/pre-final bill.

23.2.2 Bank Guarantee against mobilization advance shall be released after recovery of Interest and Principal Amount or completion of work whichever is earlier.

24. CHANGE ORDERS / EXTRA WORKS / DEVIATIONS

24.1. A change order will be initiated in case:
   i) The Owner/Consultant directs the Contractor to include any addition to the scope of work not covered under this Contract or delete any Work included in the scope of work under the contract.
   ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the Owner/Consultant and for which cost and time benefits shall be passed on to the Owner/Consultant.
24.2. Any changes required by the Owner/Consultant before giving their approval to detailed procedure or any other document relating to material procurement, layout plans etc. for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.

24.3. Any change order as above comprising an alteration which involves a change in the cost of works (which sort of alteration is hereinafter called a “Variation”) shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the Engineer-In-Charge.

24.4. If the Contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the Owner/Consultant in writing.

24.5. If there is a difference in opinion between the Contractor and the Owner/Consultant whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in para 24.7.8 and 24.7.9 here below.

24.6. Within 10 (Ten) working days of receiving the comments from the Owner/Consultant on the documents submitted by the Contractor for approval, the Contractor’s response in writing stating which item(s) is/are potential change(s), if applicable, will be submitted to the Owner/Consultant.

24.7. Procedure

24.7.1. During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by Owner/Consultant, they shall discuss the matter with Owner/Consultant’s representatives.

24.7.2. In case such requirement arises from the side of the Contractor they would also discuss the matter with Owner/Consultant’s Representative.

24.7.3. In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.

24.7.4. If it is mutually agreed that the project requirement/inquiry constitutes a “Change Order” then a joint memorandum will be prepared to confirm a “Change Order” and basic ideas of necessary agreed modifications.

24.7.5. Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.

24.7.6. The results of this study would be discussed mutually to enable Owner/Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.

24.7.7. If Owner/Consultant’s representative accepts the change order in writing then Contractor shall proceed the work stipulated in the Change order. Time worked by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to Owner/Consultant. The Owner/Consultant’s representative shall sign and return to the Contractor the statement, as agreed. At the end of each month the Contractor shall deliver to the Owner/Consultant’s representative a priced statement of the labour, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Owner/Consultant, the voucher shall nevertheless be signed by the Owner/Consultant as a record of time worked and materials used. List and vouchers so signed will be subject of negotiations between the Owner/Consultant and the Contractor regarding their cost allocation.

24.7.8. In case, mutual agreement as above that is whether Project Requirement constitutes a Change order or not, reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by Owner/Consultant’s representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract Documents.

24.7.9. The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.
24.7.10. Should the amount of Extra Work/Change Order, if any, which the Contractor may be required to perform by the Owner/Consultant, fairly entitles the Contractor to extensions of time beyond the scheduled completion date for completion of either the whole of the work or for such Extra Work only, the Owner/Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

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

25. CONSTRUCTION RIGHT-OF-USE AND PERMITS

25.1. Owner has acquired the ROU free of any encroachments/temporary/permanent structures under P&MP act in general. Acquiring of ROU means publishing of 3(1) and 6(1) Gazette notification under P&MP act 1962. Contractor shall open the ROU with revenue team of competent authority appointed by GAIL and start the construction activities. Opening of ROU to start construction works and related activities, management & maintaining of ROU during entire period of execution through necessary liaison & coordination with local people / Farmers / authorities for ensuring hindrance free construction works at site shall be the responsibility of contractor. In case any obstruction by landowner(s)/farmers/ villagers or encroachments or structures are encountered during execution, same shall be got removed by the contractor. All costs towards such activities shall be to Contractor’s account. Compensations rightfully due and applicable as per provisions of the P&MP act shall be paid by Owner.

25.2. It shall be Contractor’s responsibility to make arrangement for any additional land required for fabrication, construction, storage and all other work areas.

25.3. Contractor shall carry out construction work within the width as made available to him. Where the pipeline route passes through forest/plantation areas contractor shall clear only the minimum width required for laying the pipeline as per Company’s approved procedure for pipeline construction. Felling of trees/plants shall be minimized. Damage to any obstruction, temporary/permanent structure, boundary walls etc. within ROU shall be repaired and restored and cost of repairs/restoration shall be to Contractor’s account. Contractor shall arrange for additional working space as required for the purpose of pipeline construction at his own cost & time.

25.4. The Contractor must ensure that during laying of the pipeline minimum damage occurs to the land. The land has to be restored to original condition. All construction activities shall be in accordance with the local Government regulations and shall be performed by the competent and qualified persons for providing adequate protection to the general public, livestock, wild life, forest, power lines, buildings etc. in the vicinity of the pipeline.

25.5. During pipeline construction, measures shall be adopted in order to minimize the impact of pipeline construction activities on the environment. During ROU clearance, the vegetation shall be cut off at ground level leaving the roots intact. Only stumps and roots directly over the trench shall be removed for pipeline Installation.

25.6. In case of any detour from the acquired ROU due to constructability problems or otherwise, contractor may be permitted to do so after approval from CA /Company. All statutory payments shall be paid/ reimbursed by Company. However, such activity shall not affect the construction schedule and overall completion period. In case of local detour due to non availability of Legal ROU, contractor has to negotiate and arrange the ROU for laying of pipe line without affecting the schedule. Compensation payable under P&MP act shall be paid by GAIL. All other costs if any shall be to the contractors account. Company shall proceed with regular notifications etc. in due course for the detoured portion.

25.7. Clean-up and restoration of ROU and other conveniences like road, rail, canals, cultivable land, water facilities, irrigation facilities, boundary wall/fence etc. to original condition as per specification and drawings to the entire satisfaction of Company and/or Landowner/Cultivator/ Authorities having jurisdiction over the same, including disposal of surplus excavated soil and other construction materials to a location identified by Contractor approved by local authority without causing any disturbance to environment and to the entire satisfaction of the Company.
25.8. Contractor shall arrange necessary clearance from the concerned authorities/land owners to the effect that ROU/ ROW has been restored back to original condition. Contractor shall carry out joint survey with representative of Competent Authority (CA) and will obtain clearance in writing from CA that ROU has been restored to original condition. Necessary clearance from statutory authority / NOC for restoring the ROU to original condition shall be in Contractor’s scope. However, if the owner does not give the NOC, payment may be released to the contractor if the restoration is done physically and to the satisfaction of Owner / Consultant / CA and is certified & accepted by Engineer-in-charge as per the tender specifications. Necessary Proof of restoration i.e. through photographs and video recordings will have to be submitted by the contractor wherever NOC is not available.

25.9. Local state Government may impose Taxes/ Duties/ royalty etc towards the excavation and filling of earth for the pipe line and terminals works. It is the responsibility of contractor to make such payments without any cost implications to GAIL.

25.10. Contractor is required to maintain a hindrance register. All hindrances encountered in the execution needs to be logged in this register and shall be jointly signed.

25.11. The contractor must ensure that during installation of the pipeline minimum damage/disturbance occurs to the land. The land has to be restored to original condition. All construction activities shall be in accordance with the local government regulations and shall be performed by the competent and qualified persons for providing adequate protection to the general public, livestock, wild life, forest, power lines, buildings etc. in the vicinity of the pipeline.

25.12. Company has acquired the ROU free of any encroachments/temporary/permanent structures. However, in case any such encroachments or structures are encountered during execution, the same shall be got removed by the contractor or local detouring of pipeline shall be carried out.

25.13. ROU shall be opened in stretches and may not be continuous. In such an event contractor shall skip the section and jump over to next stretch where ROU is available, without any cost & time implication to the Company.

25.14. The Contractor shall arrange working ROU to lay the pipeline wherever it is observed that available ROU is less from the construction requirement (equipment, vehicle etc. movement) for smooth laying of pipeline within completion period as defined in bid document and all expenses on this account shall be to contractor’s account.

26. CONSTRUCTION EQUIPMENT AND ORGANIZATION

26.1. CONSTRUCTION EQUIPMENT

26.1.1. Bidder shall meet the requirement regarding deployment of minimum construction equipments as specified in the Bidding Document at Annexure- 9 to SCC. Bidder shall also submit their compliance for deployment of equipments as above along with the bid.

26.1.2. The complete list of minimum critical equipments required to be owned by the bidder is attached as Annexure-9A to SCC with the Bidding Document. Bidder shall also submit their compliance for deployment of equipments as above along with the bid.

26.1.3. The complete list of Hired / leased equipment along with MOU from the owner to be submitted by the bidder, are mentioned in Annexure 9B to SCC. Bidder shall also submit their compliance for deployment of equipments as above along with the bid.

26.1.4. The Owner/Consultant shall not supply any Construction Equipment.

26.2. Manpower Deployment

26.2.1. Bidder shall meet the requirement regarding deployment of minimum construction manpower as specified in the bidding document at Annexure-10 to SCC. Bidder shall also submit their compliance for deployment of manpower along with the bid. Qualification and Experience of key construction personnel shall be as per Annexure-10A to SCC.

26.2.2. Schedule of Labour & Equipment Rates

Hiring / Recovery Rate for Deployment of Manpower attached as Annexure- 11 to SCC shall be used for analyzing rates for extra items and recovery for non- deployment of manpower.
Equipment Hiring / Recovery Rates attached as Annexure-12 to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of equipment.

27. MECHANISED CONSTRUCTION

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

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

28. GENERAL GUIDELINES DURING AND BEFORE ERECTION

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

28.2. Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the contractor after obtaining prior approval of the Engineer-in-Charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the contractor after ensuring proper stability of main structure with prior permission of Engineer-in-Charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-Charge.

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

28.4. Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.

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

28.6. Erection Of Equipments

28.6.1 All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of Employer/Consultant.

28.6.2 Bidder shall submit the indicative erection scheme for compressor/equipment and shall undertake the erection only after obtaining approval of erection scheme by Engineer-in-charge.

28.6.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

29. PRICE ADJUSTMENT DUE TO DELAYED MOBILIZATION OR SHORTFALL IN MOBILISATION OF MINIMUM EQUIPMENT AND MANPOWER

29.1. Contractor shall mobilize and deploy equipments in good working condition as per month wise built-up of equipments indicated in the “Minimum Construction Equipment Deployment Schedule” (MCEDS) enclosed as Annexure-9 to SCC. In case issue of line pipe is later than 75 days from FOA the zero date of MCEDS will be shifted to the extent of deferment of issue of line pipe.
29.2. “In case during execution, adequate front is not available at site, contractor may request for delayed mobilization of certain equipments and submit for approval, the revised equipment built-up schedule, maintaining the total quantum of equipment day/ equipment month to be deployed remain unchanged. In such case, the “Revised Minimum Construction Equipment Deployment Schedule” as recommended by Engineer-in-charge (PMC) and approved by Construction-In-Charge (GAIL India Limited) shall be applicable”.

29.3. Contractor shall maintain record of actual mobilization of each equipment and key personnel. Joint record of equipment mobilization will be maintained month-wise. Further a copy of hindrance register for the specified period (RA bill period) duly signed by contractor/ TRACTEBEL/ GAIL shall be maintained and submitted along with each RA bill.

29.4. In case of delay in mobilization or shortfall in mobilization of equipment and key personnel w.r.t. approved MCEDS and Manpower, recovery shall be effected from contractor’s running bills as certified by ENGINEER-IN-CHARGE. The recovery shall be for the delayed period / shortfall beyond but not including the permissible mobilization period / month for each such equipment based on the hiring / recovery rates specified elsewhere in the bidding document.

29.5. If found necessary, GAIL / TRACTEBEL may deploy any equipment / manpower and recover the amount for such deployment as per rates provided at Annexure-12 & 11 to SCC respectively.

29.6. In case of early mobilization or additional mobilization of equipment as compared to required equipment (based on approved MCEDS) to meet the schedule requirement. Contractor shall not be entitled for any extra claim.

29.7. "An equipment and key personnel may be demobilized by the contractor on completion of its work at site after written clearance of Engineer-in-charge. Unilateral withdrawal of any equipment / key personnel by the contractor will attract recovery as per the hiring / recovery rates specified in Annexure-11 & 12 to SCC”.

29.8. "Deduction under this clause is in addition to PRS applicable pursuant to GCC clause 27.0 and SCC Clause. The provision of GCC clause no. 27.0 shall have no bearing on this clause. The Contractor’s maximum liability towards deduction for non-deployment of requisite minimum equipment and manpower shall be limited to 2.5% of contract price”.

29.9. "In case time extension is granted without application of Price Reduction Schedule (PRS), then amount deducted on account of MCEDS & Manpower will be refunded to the contractor”.

29.10. NOC from sub-contractor, if any (deployed after getting approval from GAIL /PMC) regarding receipt of payment from contractor upto previous month to be submitted alongwith RA Bill.

29.11. In case of final bill, contractor shall be required to submit NOC from subcontractor about receipt of full payment from the contractor.

29.12. "Substitute / Equivalent equipment shall not be acceptable for equipment listed in Annexure-9A. However for other equipment listed as Category-1 & Category-2, in Annexure-9B, equivalent/substitute equipment may be accepted, as decided by Engineer-in-Charge”.

29.13. Base schedule duly signed by Contractor, PMC & GAIL shall be submitted within 21 days of Kick off Meeting (KOM).

29.14. Contractor to submit quarterly closure reports jointly signed along with GAIL/TRACTEBEL.

29.15. SCHEDULE FOR SUBMISSION OF DOCUMENTS

Schedule for submission of documents is enclosed in the bid document. In case of delay in the mentioned schedule, recovery shall be applied at the rate of INR 10,000 per Procedure/ Drawing/ QAP (as applicable) limiting to maximum INR 15.0 Lacs. In case the Contractor achieves the contractual completion period for commissioning of the pipeline, the already deducted amount on account of delay in submission of documents, shall be refunded.

30. MEASUREMENT OF WORKS

30.1. In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of Annexure-4 to SCC shall also apply.
31. REPAIR OF PIPE DEFECTS

31.1. Immediately prior to aligning pipe for welding, the beveled ends of each joint of pipe and the area immediately adjacent thereto (at least 25mm from the edge on the inside and outside of the pipe) shall be thoroughly cleaned of paint, rust, mill scale, dirty or other foreign matter by use of power drive wire buffing wheels, disc sanders, or by other methods approved by Employer/Consultant. This shall be done at no extra cost to Employer/Consultant.

31.2. All damaged ends of pipe that are bent, cut or otherwise mutilated to such an extent that in the opinion of the Employer/Consultant, faulty alignment or unacceptable welding would result, shall be repaired or cut-off and re-beveled to the correct angle with a beveling machine of a type approved by Employer/Consultant. No compensation shall be allowed by reason of such re-cutting or beveling, except when required because of the original bevel being damaged before the pipe is "taken over" by Contractor.

31.3. Dents in bevels with a depth of less than 1 mm shall be removed by Contractor during cleaning and grinding, ahead of the welding in the field. Contractor shall re-bevel dented bevel ends with a depth between 1 and 3 mm. Dents over 3mm depth shall be repaired by cutting and re-beveling.

32. ISSUE OF OWNER SUPPLIED MATERIALS

32.1. For the conditions of issue of material and reconciliation refer enclosed Annexure – 8 to SCC.

32.2. The reconciliation of material shall be applicable only for the materials issued by Owner as free issue to the contractor.

33. LOCATION OF DUMPYARD/WAREHOUSE/STORAGE YARD

33.1. The Dump yard / Warehouse / Storage Yard is situated at the locations as mentioned in the Scope of Work.

33.2. The Contractor shall collect the line pipes from the above dump yard(s) and arrange handling of pipes including crane etc. for unloading, transportation of pipes to required location or pipeline ROU shall be the responsibility of contractor.

33.3. Similarly other items issued as Free Issue Material (FIM) shall be collected by the Contractor from the Owner/Consultant’s designated storage yard(s) as directed by Engineer – In – Charge. Contractor shall arrange for handling of FIM including crane etc for loading/unloading, transportation of FIM to required site location free of cost.

33.4. Contractor shall lift the entire quantity envisaged for the contract (inclusive of 10% extra pipe quantity) to cater to the wastage, re-routing etc., encountered during the construction & store it properly in the pipe yard maintained by the Contractor.

34. STATUTORY APPROVALS

34.1. Owner shall obtain general in-principle permissions from most of the authorities having jurisdiction over the area as necessary for construction of the pipeline. However, for some of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Owner at actual on production of documentary evidence.

34.2. The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner/Consultant to the contractor on production of documentary evidence.

34.3. Any change/ addition required to be made to meet the requirements of the statutory authorities including the requirement not covered in bid document, 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.

34.4. Statutory approvals of all type of permanent buildings are to be in the scope of contractor. Detection/intimation of foreign utility and pipelines shall be in the scope of Contractor. Necessary safety of such utilities shall be ensured by the Contractor during construction.
35. **TESTS AND INSPECTION**

35.1. The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work.

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

35.3. The work is subject to Inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

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

35.5. 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.

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

35.7. For materials supplied by Owner/Consultant, Contractor shall carry out the tests, if required by the Engineer-in-Charge, and the Owner/Consultant shall reimburse the cost of such tests, which have not been specified in bid document, at actual to the Contractor on production of documentary evidence.

35.8. Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.

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

36. **INSPECTION OF SUPPLY ITEMS**

36.1. All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing are indicated in the bidding document and shall also be identified after receipt of Quality Assurance Programme from the Contractor/Manufacturer.

36.2. Inspection calls shall be given for associations of Owner/Consultant’s representative as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Owner/Consultant and copies shall be made available to Owner/Consultant before hand for undertaking inspection.

36.3. The Contractor shall ensure full and free access to the inspection Engineer of Owner/Consultant at the Contractor’s or their sub-contractor’s premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

36.4. The contractor/sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner/Consultant free of cost for carrying out inspection.

36.5. Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of a Owner/Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.
37. FINAL INSPECTION

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

38. COMPENSATION FOR EXTENDED STAY

38.1. In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

38.2. The bidder is required to quote the rate for Extended Stay on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation inclusive of GST. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

39. COMPUTERIZED CONTRACTORS BILLING SYSTEM

39.1. Without prejudice to stipulations in General Conditions of Contract, Contractor should follow the following billing system:

39.1.1. The bills will be prepared by the contractors on their own PCs as per the standard formats and codification schemed proposed by GAIL/Consultant. The contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to GAIL/Consultant 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.

39.2. Owner/Consultant will utilize these data for processing and verification of the Contractor’s bill and payment.

40. TEMPORARY WORKS

40.1. All Temporary and ancillary works, enabling works connected with works, including all works which are required for the safety of the existing installations of Owner such as barricading of existing facilities etc. and as detailed in bid document shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.

41. DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

41.1. To distinguish between work in foundations and superstructures, the following criteria shall apply:

41.1.1. For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structure works done upto 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.

41.1.2. For Buildings only, all works upto level corresponding to finished floor level shall be treated as ‘Work in foundation’ and all works above the finished floor level shall be treated as “Work in superstructure”.

41.1.3. Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature and levels given anywhere.

41.1.4. Where not specifically pointed out all works in Cellars/ sumps, Tank Pads, Cable trenches, or such similar item would be taken as work in foundation.
42. QUALITY ASSURANCE / QUALITY CONTROL

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

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

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

The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.

42.4. 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.

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

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

42.7. The Contractor shall adhere to the quality assurance system as described in bid document.

43. HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

43.1. The Contractor during entire duration of the Contract, shall adhere to HSE requirement as described in the Annexure -VII.

44. SITE CLEANING

44.1. The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.

44.2. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

44.3. The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

44.4. The Contractor shall dispose of the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.

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

44.6. No extra payment shall be paid on account of clauses specified above.
45. COMPLETION DOCUMENTS

45.1. Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings and documents to the "AS BUILT" stage (including all vendor/sub-vendor drawings for bought out items), all Free-Issue-Material (FIM) documents and provide the Owner/Consultant, the following:

(i) One complete bound set of all original documents as mentioned but not limited to documents listed elsewhere in the bid document.

(ii) Three complete bound sets of documents as mentioned at (i) above, in original size and in 6 (six) CD-ROM/DVD.

(iii) Three complete bound sets of Contractor’s specification including design calculations.

(iv) Three copies of Daily Progress Reports.

(v) Three sets of all raw data collected/generated for and during execution of the entire job as specified in documents requirement.

(vi) Three sets of closure report.

45.2. Completion Documents

The following documents shall be submitted in hard binder by the CONTRACTOR in 3 (Three) sets, as a part of completion documents:


iii) Radiographic Procedure Qualification.

iv) Radiographic Report along with radiographs (Radiographs only with the original).

v) Batch Test Certificate from manufacturers for electrodes.

vi) Hydrostatic and other test results & reports.

vii) Electronic Geometry Pigging results & reports as specified in technical document.

viii) Pre-commissioning/Commissioning checklist.

ix) All other requirements as specified in the respective specifications.

x) As built drawings.

xi) Any other drawing/document/report specified elsewhere in the bidding document

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

46. COORDINATION WITH OTHER AGENCIES

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

47.1. The information to possible extent regarding existing structures/overhead lines, existing pipelines and utilities are already indicated on alignment sheets. Over and above contractor may encounter other structure/pipelines/OFC etc. which may not be appearing on alignment sheet, the contractor is required to collect such information on his own before commencing the work. Contractor must intimate the Local Officer concerned of the utility about the pipeline construction activities and take necessary steps to ensure safety and protection to men, materials and utility provided. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Employer/Consultant from and against any destruction thereof or damages thereto.

48. **TEST CERTIFICATES**

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

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

49. **ROYALTY**

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

50. **EXCAVATION BY BLASTING**

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

51. **SITE FACILITIES FOR WORKMEN**

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

(i) Arrangement of first aid.

(ii) Arrangement for clean drinking water.

(iii) Toilets.

(iv) Canteen where tea & snacks are available.

(v) A crèche where 10 or more women workmen are having children below the age of 6 years.

52. **EXECUTION OF ELECTRICAL WORKS**

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

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

53.2. The Contractor shall propose and obtain approval of Engineer-in-Charge for exact number of test sections, based on drawings, availability of water for hydro testing and keeping in view other exigencies, if any before starting hydro testing work. The Contractor will carry out the hydrostatic test for approved number of test section including preparation for test and tie-ins, without any time and cost implication on this account to Employer/Consultant. Any increase or decrease in number of test sections will not have any cost implication to Owner/Consultant/Contractor.

54. ARBITRATION

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

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

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

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

54.4. The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the Parties. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

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

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

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

55. MAKE OF MATERIALS

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

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

57. COMPENSATION FOR DELAY / PRICE REDUCTION SCHEDULE FOR ANY DELAY

57.1. Clause No: 27.0 of GCC, pertaining to Compensation for Delay (Price Reduction Schedule) stands modified to the following extent:

57.1.1. The contractual completion period is as given in Annexure III of SCC of the bid document.

57.1.2. The Price Reduction Schedule under 57.1.1 above shall be applied as under:

“In case of delay in works related to clause 57.1.1, the Price Reduction shall be applied at the rate of ½% of the total contract value per week of delay or part thereof. The total liability of the Contractor to Employer/Consultant under sub clause no. 57.1.1 on Compensation for Delay/Price Reduction Schedule shall not exceed 5% (Five Percent) of contract value. The compensation on account of any liability(ies) other than above shall be as per provisions of Bidding Documents. The value referred in PRS clause is excluding taxes and duties reimbursable by GAIL.

57.1.3. As mentioned in GCC, in case delay in execution of contract, contractor will raise invoice for reduced value as per Price Reduction Clause. If contractor has raised the invoice for full value, then contractor will issue Credit Note towards the applicable PRS amount.

In case contractor fails to submit the invoice for reduced value or does not issue credit note as mentioned above, GAIL will release the payment to contractor after effecting the PRS clause.

In the event of any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of contractor.

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

58. PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

58.1. After the Award of Contract

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Annexure-3 to SCC of Tender in all respect, from the date of issue of Fax of Acceptance.

The Bidder is required to submit a Project Time Schedule in Primavera. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

c) Overall Project Schedule
The Contractor shall submit within 1 week of Fax of Acceptance, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/interdependence between various activities together with analysis of critical path and floats. The network will be reviewed and approved by Engineer-in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in-Charge during the entire period of contract.

d) Progress Measurement Methodology

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/delivery, sub-contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

e) Functional Schedules

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

58.2. Project Review Meetings

The Contractor shall present the programme and status at various review meetings as required.

a) Weekly Review Meeting

Level of Participation : Contractor’s/Consultant’s RCM/ Site Incharge & Job Engineers.

Agenda:  
a) Weekly Programme v/s actual achieved in the past week & programme for next week.  
b) Remedial Actions and hold up analysis.  
c) Client query/approval.

Venue : Site Office

b) Monthly Review Meeting

Level of Participation : Senior Officers of GAIL/Tractebel and Contractors

Agenda:  
a) Progress Status/Statistics  
b) Completion Outlook  
c) Major hold ups/slippages  
d) Assistance required  
e) Critical issues  
f) Client query/approval

Venue : GAIL office / Site at the discretion of Owner/Tractebel

58.3. Progress Reporting Proforma

A) Monthly Progress Report

This report shall be submitted on a monthly basis within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following:

a) Brief Introduction of the work.

b) Activities executed/achievements during the month.
c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing/ Delivery, Subcontracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against schedule.

d) Area of concern/ problem/ hold-ups, impacts and action plans.

e) Resources deployment status.

f) Annexures giving status summary for drawings, MRs, deliveries, sub-contracting and construction.

g) Procurement status for items to be supplied by Contractor.

B) Weekly Reports

The 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) Quantities achieved against target in construction

d) Record of Man-days lost.

e) Construction percentage progress schedule and actual.

C) Daily Reports

a) Activity programme for the day

b) Progress of the previous day and commutative progress.

c) Manpower & machinery deployed.

d) Any other additional reports/ information as may be required by E.I.C.

58.4. Progress Reports

58.4.1. CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

58.4.2. By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month.

These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.

58.4.3. Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, to the OWNER.

58.4.4. Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least 3 (three) copies.

58.4.5. Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-in-charge.

58.5. Progress Review Team (PRT) Meeting

Project Progress shall be reviewed by the PRT Team of GAIL on regular basis. Contractor shall be liable to submit compliance report(s) within 15 days of PRT review meeting(s). Contractor is also required to submit quarterly closure report within 15 days (of completion of each quarter). In event of failure of submission of compliance report and quarterly closure reports by the contractor, EIC reserves the right to take appropriate action.
59. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

59.4. Preparing approaches and working areas for the movement and operation of the cranes, leveling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work. The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

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

60. **CHECKING OF LEVELS**

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

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

61. **STORAGE FACILITIES**

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

62. **ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)**

62.1. Please refer clause No. 41 of ITB (Section III), Volume I.

63. **INSURANCE FOR FREE ISSUE MATERIAL**

63.1. Contractor shall at his own expense arrange, secure and maintain insurance cover for Owner/Consultant’s supplied free issue materials as defined in Bidding Document. Contractor’s quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be GAIL (India) Limited. The insurance cover of the free issue material shall be for the period from the date of handing over the material to Contractor from Owner/Consultant's designated place of issue/store to date of handing over the completed work to Owner/Consultant. The approximate cost of free issue material will be **20.00 Crores**.
63.2. The schedule of insurance cover for free issue materials given above shall be as follows:

<table>
<thead>
<tr>
<th>Duration</th>
<th>% of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto 2 months</td>
<td>25%</td>
</tr>
<tr>
<td>After 2 months upto 5 months</td>
<td>70%</td>
</tr>
<tr>
<td>Beyond 5 months</td>
<td>100%</td>
</tr>
</tbody>
</table>

64. INSURANCES IN INDIA

64.1. In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense, arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/Consultant as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the underwriter works thereof in each case should be as acceptable to the Owner/Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor’s failure in this regard shall not relieve him of any of his responsibilities and obligations under Contractor.

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

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

64.4. All costs on account of insurance liabilities covered under this Contract will be Contractor’s account and will be included in Contract Price. However, the Owner/Consultant may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such 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.

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

65. INSURANCE IN FOREIGN COUNTRIES

65.1. The Contractor shall at his own cost arrange, secure and maintain separate insurance cover from the reputable insurance companies, for all such amounts and for such periods as may be necessary to protect the works, Contractor and sub-contractor’s personnel and the interests of the Employer/Consultant as per applicable laws of land.

65.2. The form and the limit of insurance cover taken by Contractor shall be satisfactory to Employer/Consultant and one copy of all insurance policies and related documents shall be submitted to Employer/Consultant immediately on execution. Contractor shall inform Employer/Consultant at least 60 days before any insurance policies expire or are cancelled or changed.

66. BANK GUARANTEES

66.1. The provision relating to submission of Bank Guarantee from Nationalized Bank wherever appearing in above documents stand replaced by the following;
66.1.1 Bank Guarantees towards Bid Security from any Indian scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank in case of Indian Bidder and from any reputed International Bank or Indian Scheduled Bank in case of foreign Bidder, may be accepted. However, other than the Nationalized Indian Bank, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 1000 Million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

66.1.2 Similarly, bank guarantees towards Performance and Advance Payments may be accepted from any Indian Scheduled Bank or a branch of an International bank situated in India and registered with Reserve Bank of India as Scheduled foreign Bank in case of Indian Bidder as well as foreign bidder. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 1000 Million and a declaration to this effect should be made by such Commercial Bank either in the Bank Guarantee itself or separately on a letter head.

67. PERMIT / PRE-CAUTION

67.1. Contractor will follow approved methodology for working inside existing station of Owner and other.

68. SUBMISSION OF COLOURED PHOTOGRAPHS

68.1. The Contractor shall shoot, prepare and submit colored photographs (B5 Size) in 2 sets along with soft copies to Tractebel office along with monthly progress report covering all the activities (minimum 10 Nos. of photographs covering all the activities) of pipeline constructions highlighting the progress or other areas of work. Similarly photographs for problem areas (as required) should be submitted well in advance with a proposed methodology to execute the works and meet the construction schedule. The cost of same shall be deemed to be included in the rates and separate payment shall be made.

69. VIDEOTAPE

69.1. Contractor shall develop and submit (in CD/Pen Drive) a videotape of three hours duration covering the construction activities showing the nature and magnitude of the work. The tape shall be shot and edited to Indian broadcast standards. Videotape recorded in field shall be shot by professional camerapersons and shall meet the technical standards of the Hi-8 format or better. Tape shall cover, but not limited to the following construction activities:

- Mobilization of equipment/machinery
- ROW cleaning/grading
- Trenching
- Stringing
- Welding
- Back filling
- River crossings
- Rail/Road/Canal crossings
- Hydro-testing
- Pre-drying and drying
- Restoration of ROU
- Laying of optical fibre cable
Various construction and installation at stations etc.

69.2. Videotape shall also have coverage on any new/special techniques used in the Contract and major problems encountered, if any, and the measures taken to resolve them. The tape shall be supplemented with suitable narration and subtitles explaining the job, techniques and methodology, etc. The video shall be prepared with two narration tracks, one in Hindi one in English. Professional narrators shall voice both. The script shall include explanations of job activities, techniques used methodologies etc. Elements of the video programme sequencing and editing techniques shall be discussed with Owner/Consultant and mutually agreed to before videotaping begins. Draft script shall be submitted to Owner/Consultant for approval before editing commences.

69.3. Following completion of editing and review and approval of programme by Owner/Consultant, Contractor shall deliver edited master tape to Owner / Consultant plus six DVD/CD-ROM copies of the programme.

70. PIPES FOR WELDING QUALIFICATION

70.1. Contractor for the purpose of qualification of welding procedure and for the same pipes issued by Employer/Consultant may be used. However, accounting of such pipes shall be done within the unaccountable wastage and scraps limit as per Annexure-8 to SCC enclosed with the bidding document.

70.2. The bare pipes for the purpose as above shall be issued within two week from the date of FOI/FOA. The contractor shall bear all cost towards lifting, carting from issue point to work site/Contractor’s store, custody, handling, insurance and levies etc. and return of surplus/scrap materials to employer designated storage point. No separate payment shall be made for such expenditure.

71. SPARES

71.1. Contractor shall procure and supply all spare parts required during commissioning of the various items/materials supplied by him as enumerated in the Bidding Document. The quoted lump sum prices shall be deemed to have been inclusive of all such provision of commissioning spares, required till commissioning of such items. Contractor shall make available all the commissioning spares required at site at least 4 (four) weeks before start of commissioning. However, listed spares not used during commissioning shall be handed over to Owner/Consultant. Contractor shall also supply commissioning spares not listed but required during commissioning within contracted price.

71.2. In addition to above, special tools & tackles required, if any, for operation & maintenance shall also be supplied by Contractor and the quoted prices shall be deemed to have been inclusive of all such provisions.

72. BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

72.1. In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service “RE &CS”) Act, 1996 came into force. RE&CS Act’1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act’1996.

a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other construction Workers’ (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.


c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the “Secretary, Building and Other Construction Workers Welfare Board” of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.
73. **INTERMEDIATE CONSTRUCTION MILESTONE**

73.1. Contractor shall adhere to meet the intermediate construction milestone enclosed as ANNEXURE-A to Special Conditions of Contract. Contractor shall be responsible for close monitoring and completion of intermediate construction milestone.

74. **SINGLE POINT RESPONSIBILITY**

74.1. The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

75. **BONUS FOR EARLY COMPLETION**

75.1. The Clause 27.3 of GCC for Bonus for early completion shall not be applicable in this Contract.

76. **REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS-VOID**

76.1. All Foreign nationals coming to India for execution of Projects/Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

76.1.1. Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.

76.1.2. Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.

76.1.3. Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/clerical jobs.

76.1.4. CONTRACTORS are advised in their own interest to check latest Visa rules from Indian Embassy/High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

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

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

78. **SUB-LETTING OF WORKS**

"Pursuant to Clause No. 37 of GCC-Works:

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

79. **JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.**

79.1. Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/GAIL site engineer/DGM/CM will check the measurement as recorded in the Measurement Books/Bills.
80. WAY BILL / ROAD PERMIT: Shall be issued by GAIL only for transportation of free issue material from one state to another.

81. LOCAL EMPLOYMENT

81.1. In order to encourage local employment contractor shall endeavor to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

82. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

83. ENGAGEMENT OF CONTRACTUAL MANPOWER

83.1. While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belong to the scheduled castes and weaker sections of the society also in order to have a fair representations of these sections.
ANNEXURES TO SPECIAL CONDITIONS OF CONTRACT
SCOPE OF WORK

[ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT]
SCOPE OF WORK

1. The scope of work in general includes scope of work specified in Technical Documents enclosed and Schedule of Rates enclosed in Commercial Section of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.

2. Scope of work shall be read in conjunction with item description of Schedule of Rates and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates. Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/ informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.
SCOPE OF SUPPLY

[ANNEXURE - II TO SPECIAL CONDITIONS OF CONTRACT]
1 SCOPE OF SUPPLY

1.1 Owner’s Scope of Supply

Owner’s scope of supply shall be as specified in Particular Technical Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner located at various locations. Contractor shall be responsible for lifting the free issue materials from Owner’s storage point(s) and transporting the same to work site(s).

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as Annexure-8 to Special Conditions of Contract.

1.2 Contractor’s Scope of Supply

All materials except what is under Owner’s scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.
COMPLETION SCHEDULE

[ANNEXURE - III TO SPECIAL CONDITIONS OF CONTRACT]
## COMPLETION SCHEDULE / COMPLETION PERIOD

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Completion Schedule/Completion period</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMEL CONNECTIVITY PIPELINE PROJECT, Bhatinda</td>
<td>Eight (8) months from the date of issuance of “Fax of Acceptance” (FOA) for Mechanical Completion including mobilization period of 15 (Fifteen) days and thereafter 15 (fifteen) days for drying, commissioning and Gas in.</td>
</tr>
</tbody>
</table>

_______________________________
(STAMP & SIGNATURE OF BIDDER)
MEASUREMENT OF WORK

[ANNEXURE - IV TO SPECIAL CONDITIONS OF CONTRACT]
MEASUREMENT OF WORKS

1.0 Measurement of works shall be based on the execution/final drawings. When such details are not available or inadequate, physical measurements will be taken by the Contractor in the presence of the representative of the Engineer-in-Charge.

2.0 Measurement of weights will be in metric tonnes corrected to the nearest kilogram. Linear measurement will be in meters corrected to the nearest centimetre.

3.0 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorised agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge /Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorised representative. The contractor shall submit the bill in the approved Performa in quintriplicate to the Engineer-in-Charge of the work.

4.0 PIPING

4.1 Payment will be based on linear measurement as per execution drawings:

i) All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, trays, filters, de-super heaters etc. All types of valves shall be excluded from this measurement.

ii) All Socket weld fittings & hot/cold bends, reducers etc. for size 1-1/2" and below shall be fabricated and erected as per requirements by the contractor at no additional cost and his rates for piping of size 1-1/2" and below shall be inclusive of this work.

iii) The forged tees shall be supplied by the contractor as per the requirement of the drawings. All other branch connections including reinforcement pads shall be accomplished by pipe to pipe connections. The rates quoted for piping shall be inclusive of making branch connections. The reinforcement pads shall be measured separately.

iv) Vents and drains shall be measured from O.D. of pipe lines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied & erected by the contractor within his quoted rates for piping.

v) Fabrication of spool pieces for temporary use to aid Contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Contractor as part of piping work and no separate payment shall be made for this.

vi) In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branching header.

vii) Fabrication of Specials

Fabrication of mitre bends and reducers (concentric & eccentric) from the pipes/Steel plates/ fabricated pipes shall be carried out by contractor within their quoted prices, payment will be made on numbers of such specials at the
rates given separately in Schedule of Rates. However, the erection of mitre bends and reducers shall be part of piping erection work and the rates for piping will be inclusive of this work. Reducers will be paid along with piping of larger diameter except in the case of funnels where they are welded only to the smaller dia pipes. Payment will be made along with piping of such smaller dia.

viii) Erection of Valves

Erection of all types of valves such as gate/ globe / check / plug / needle/ ball / control/ safety valves etc. will be paid on number basis at the rates given separately in the Schedule of Rates. Any dismantling and re-erection of the valves required for the purpose of testing, calibration etc. will be carried out by the contractor within his quoted rates.

ix) Fabrication of Supports

i) Fabrication of all types of pipe supports, provided as per drawings & instructions of the Engineer-in-Charge, will be paid on weight basis. Bolts, nuts and washers including U-bolt will be supplied by contractor. Weight of bolts, nuts and clamps etc. shall not be added to the weight of pipe support for payment purpose.

ii) Erection of all types of supports, spring supports and turn buckles, including grouting of supports, if required, shall be carried out by the Contractor as part of piping work and no separate payment will be made for it.

iii) While fabricating the supporting elements, the contractor will ensure that the dimensions shown in the drawings match with site conditions. No payment shall be made for rectification arising out of discrepancies in dimensions of the fabricated items of supporting elements due to site conditions.

iv) Additional supports as necessary with the site condition shall be fabricated and erected in accordance with the standard engineering practices and instructions of Engineer-in-charge.

5.0 RADIOGRAPHY/DYE-PENETRANT EXAMINATIONS/MAGNETIC PARTICLE TEST (MPT)

Payment for radiography shall be made on the basis of circumferential joints for different pipe dia. Repeat radiography due to defective films or on repaired joint due to Contractor's fault or for additional radiography necessitated due to poor performance of Contractor's welder will be done at Contractor's cost.

Magnetic particle and dye penetrate test will be paid on the weld length tested/circumferential weld joints as mentioned in schedule of rates.

6.0 STRUCTURAL STEEL WORK

6.1 Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.

6.2 The weight for payment will be assessed from the approved fabrication drawings and the respective bill of materials prepared by the contractor and approved by the Engineer-in-Charge. The weight of structural material/ Plate shall be calculated wherever necessary on the basis of IS Hand Book. If sections are different from IS sections, then Manufacturer Hand Book shall be referred to.
6.3 Sections built out of plates/structural shall be paid on the actual weight incorporated except for gussets which will be paid on the weight of the smallest rectangle enclosing the shape.

6.4 Gratings shall be paid on the basis of calculated weights as determined from the dimensions given on the design drawings/bill of materials. Full deduction shall be made for all opening above 300 mm size and skews.

6.5 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.

6.6 No other payment either for temporary works or for any other item such as welds, shims, packing plates etc., shall be made. Such items shall be deemed to have been included in the rate quoted for steel work.

7.0 ELECTRICAL WORKS

7.1 Cables
The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including that of loops provided and paid accordingly.

7.2 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings are sent separately (for panels etc.) to facilitate transportation then erection weight shall be inclusive of all mountings. For structural steel measurements/payment shall be made as per finished items.

8.0 INSTRUMENTATION WORKS

8.1 Measurement of primary piping/tubing between piping or equipment on one side and the instrument on the other side will be from the first break flange or tubing fitting upto the first block valve of fabricated instrument manifold or upto first tee of instrument manifold for integral type manifolds. All piping/fittings at the first block valve or the piping/equipments side upto break flange or tubing fittings shall be excluded. Any valve manifold tubing forming part of manifold or drain connection for instruments upto 1.5 metres individually or each drain connection shall be excluded.

8.2 Air lines and any other utility lines will be measured from end to end including valves and pipe fittings.

8.3 Copper tube measurement will be taken between the two fittings of the copper tube.

8.4 Direct mounted instrument and instruments mounted on support shall be accounted in terms of the quantity in numbers.

8.5 Multicore cables/multi-tubes will be measured between the junction box and its termination inside the control room.

8.6 Two/Three core cables shall be measured between two end terminals.

8.7 No separate payment will be made for receiving, handling and transportation of owner issued materials from owner's storage points to contractor's store/workshop and the same are deemed to be included in the unit rates for the respective item of work.

8.8 Erection Weights
The weights mentioned in the drawings or shipping list shall be the basis of payment. If mountings are sent separately (for panel etc.) to facilitate transportation then erection weight shall be inclusive of all such mountings. For structural steel, measurements/payment shall be made as per finished items.
9.0 PAINTING ON EQUIPMENTS/PIPING/STRUCTURAL STEEL ETC.

a) EQUIPMENTS

I) For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.

II) For pumps, motors and compressors measurement shall be made on number basis.

b) PAINTING ON PIPING INCLUDING SPECIALS AND FITTINGS

I) Payment will be made on linear measurement in 'Metres' corrected to the nearest centimetre.

II) Piping shall be measured along the centre line through all types of fittings and flanges.

III) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc. and also all types of fittings except valves (2” and above) which shall be paid separately on number basis.

IV) There will be no separate measurements of the colour bands/identification signs (line numbering), flow direction etc. on un insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

c) PAINTING ON STEEL STRUCTURE

I) Payment for steel structures shall be made on the basis of admissible weight of structure painted.

II) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure to be inclusive of painting such items.
PAYMENT TERMS AND MODE OF PAYMENT

[ANNEXURE - V TO SPECIAL CONDITIONS OF CONTRACT]
PAYMENT TERMS

1.0 MOBILIZATION ADVANCE
Refer SCC Clause Sl. No. 23

2.0 ON ACCOUNT PAYMENTS
Progressive payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery, if any. The basis for payment against various items shall be as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>NATURE OF WORK</th>
<th>PAYMENT TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIVIL</td>
<td></td>
<td>a. CARBON STEEL (PIPES – FREE ISSUE)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- 30% on fabrication</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- 30% on NDT, Pre-testing, wrapping, coating.</td>
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<tr>
<td></td>
<td></td>
<td>- 20% on laying in position, welding, radiography etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- 15% after flushing, hydro-testing and back filling of trenches</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- 05% on completion of all works in all respects and issuance of completion certificate.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Contractor shall submit the Bank Guarantee for an equivalent amount of Free Issue Material taken outside the Project premises for cement lining purpose with validity till receipt of materials at Project premises plus 03 Months claim period.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.1 U/G PIPING Measurement in Running Meter</th>
<th>CARBON STEEL (PIPES-FREE ISSUE)- In case SOR items are in Inch dia (fabrication) and Inch Meter (erection)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fabrication (ID)</td>
<td>- 65% on welding of joints.</td>
</tr>
<tr>
<td>- 30% on radiography and other examinations repair of welds, repeat radiography, extensions and penalty shots, if any, making the spools ready for erection.</td>
<td></td>
</tr>
<tr>
<td>- 05% on completion of all works in all respects and issuance of completion certificate</td>
<td></td>
</tr>
<tr>
<td>Erection (IM)</td>
<td>- 30% on pre-testing, coating &amp; wrapping of prefabricated pipes.</td>
</tr>
<tr>
<td>- 45% on trenching, laying in position, field welding, jointing, radiography and ready for hydro-testing.</td>
<td></td>
</tr>
<tr>
<td>- 20% on hydro-testing, drying, (if applicable) and backfilling of trenches.</td>
<td></td>
</tr>
<tr>
<td>- 05% on completion of all works in all respects and issuance of completion certificate</td>
<td></td>
</tr>
</tbody>
</table>

| 1.2 U/G PIPING Measurement in In-Dia (ID) & In-Meter (IM) | |
|-----------------------------------------------------------| |
|                                                         | |
|                                                         | |

|                                                         | |
|                                                         | |
|                                                         | |
|                                                         | |
|                                                         | |
|                                                         | |
## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Other Civil, Structural & Architectural works
- 95% on completion of work as certified in monthly progress bill
- 05% on completion of all works in all respects and issuance of completion certificate

### 1.4 SPECIALS/MITRES FOR U/G piping
- 85% after welding of joints & its acceptance
- 10% after completion of tests as per respective piping spec, wrapping/coating, painting (as applicable).
- 05% on completion of all works in all respects and issuance of completion certificate

### 2. STRUCTURAL STEEL WORK

#### 2.1 In case of Contractor supplied material.
- **a. FABRICATION AT SITE**
  - 5% on finalization of quantities, plan and submission of approved fabrication drawings
  - 55% on receipt and acceptance of material at site.
  - 20% on fabrication, surface preparation and application of primer coat.
  - 15% on erection, alignment, welding, grouting etc.
  - 5% on completion of all works in all respects and issuance of completion certificate.
- **b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES**
  - 5% on finalization of quantities, plan and submission of approved fabrication drawings.
  - 55% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor’s shop with a validity till receipt of materials at Project premises plus 03 Months Claim period.
  - 20% on fabrication, surface preparation and application of primer and receipt of fabricated structures at site.
  - 15% on erection, alignment, welding etc.
  - 05% on completion of all works in all respects and issuance of completion certificate.

#### 2.2 Structural Steel Painting works
- 55% after completion of touch up/repair of primer and intermediate coat/coats.
- 40% after completion of final coat
- 05% on completion of all works in all respects and issuance of completion certificate.

### 3. MECHANICAL WORKS

#### 3.1 Above Ground works
- **Fabrication & Erection of Piping**
  - 45% after Fabrication including NDT, as applicable.
  - 30% after site erection, field welding, radiographic and other examination
  - 10% after providing supports, alignment, providing vents, drains.
  - 08% after flushing, testing, draining and drying.
  - 02% after mechanical completion
  - 05% on completion of all works in all respects and issuance of completion certificate.
### 3.2 Piping works – fabrication at site
(Pipe, valves – Supplied by Contractor)

- **a) Fabrication & Erection of Piping**
  - 50% after receipt and acceptance of material at site.
  - 20% on fabrication including NDT, as applicable.
  - 15% after site erection, field welding, radiographic and other examination.
  - 05% after providing supports, alignment, providing vents, drains.
  - 03% after flushing, testing, draining and drying.
  - 02% after mechanical completion.
  - 05% on completion of all works in all respects and issuance of completion certificate.

- **b) Fabrication and Erection of Valves**
  - 70% after receipt and acceptance of material at site.
  - 15% after erection, welding, radiographic and other examination.
  - 08% after hydro-testing and final approval.
  - 02% after mechanical completion.
  - 05% on completion of all works in all respects and issuance of completion certificate.

### 3.3 Deleted

### 3.4 Deleted

### 3.5 Deleted

### 3.6 Deleted

### 3.7 Deleted

### 3.8 Deleted

### 3.9 Deleted

### 3.10 Painting

- 30% on surface preparation and primer painting at shop / fabrication yard.
- 65% on completion of final painting.
- 05% on completion of all works in all respects and issuance of completion certificate.

### 3.11 Equipment

- **a) Scraper Trap etc**
  - 65% [Note 1] after transportation from stores / storage points to erection site and erection on foundation.
  - 25% after alignment and grouting.
  - 03% after cleaning, box up of manholes, providing all instruments/auxiliary of fit ups and making ready for startup.
  - 02% after mechanical completion.
  - 05% on completion of all works in all respects and issuance of completion certificate.

**{Note 1}:**
For Heavy lift equipments, this milestone payment shall be divided in two milestone payments in case of the item is on lump-sum basis:
- 20% on mobilization of required capacity crane at site.
- 45% after transportation from stores / storage points to erection site and erection on foundation.

### 4. ELECTRICAL

#### 4.1 For Supply Items
- 95% on receipt and acceptance of material at site.
- 05% on completion of all works in all respects and issuance of completion Certificate

#### 4.2 For Erection items
- 80% on completion of erection / installation.
- 15% on testing and acceptance
- 5% on completion of all works in all respects and issuance of completion Certificate

#### 4.3 For Items involving both Supply and Erection
- 65% on receipt and acceptance of material at site.
- 20% after erection/installation
- 10% after testing and acceptance
- 05% on completion of all works in all respects and issuance of completion certificate.

### 5. INSTRUMENTATION

#### 5.1 For Supply Items
- 93% on receipt and acceptance of material at site.
- 02% after mechanical completion
- 05% on completion of all works in all respects and issuance of completion certificate.

#### 5.2 For Erection / Installation Items
a. Items not requiring loop checking
- 93% on completion of erection / installation and testing
- 02% after mechanical completion
- 05% on completion of all works in all respects and issuance of completion certificate

b. Items requiring loop checking
- 60% on completion of erection / installation.
- 33% on testing and loop checking
- 02% after mechanical completion
- 05% on completion of all works in all respects and issuance of completion certificate

#### 5.3 For Items with supply and erection / installation
a. Items not requiring loop checking
- 65% on receipt and acceptance of material at site.
- 28% on completion of erection / installation and testing
**5.4 Ducts, Trays and other fabricated Materials (Supply in Contractor's scope)**

- 2% after mechanical completion
- 05% on completion of all works in all respects and issuance of completion certificate

**b. Items requiring loop checking**

- 60% on receipt and acceptance of materials at site
- 20% on completion of erection / installation
- 13% on testing and loop checking.
- 02% after mechanical completion
- 05% on completion of all works in all respects and issuance of completion certificate

- 65% after receipt and acceptance of fabricated materials (Ducts/Trays) at site.
- 20% after erection
- 03% after welding and final painting, if any.
- 02% after mechanical completion
- 05% on completion of all works in all respects and issuance of completion certificate

**5.5 Calibrations Main instruments**

- 80% after calibration
- 13% after completion of recalibration during loop test, if any.
- 02% after mechanical completion
- 05% on completion of all works in all respects and issuance of completion certificate

**6. Laying of pipeline and associated works (on shore)**

**6.1 Laying of Pipeline and Associated Works (On shore) PIPELINE LAYING**

Free issue:

- 10% on carrying out Route Survey, clearing and Grading, trenching by Excavation / Blasting
- 25% on stringing, mainline welding and NDT.
- 20% on Joint Coating, Lowering and laying of HDPE duct.
- 15% on completion of tie-ins, back filling.
- 15% on hydro testing
- 10% on completion of restoration and marker installation
- 05% on completion of all works in all respects and issuance of completion certificate.

**The above payments shall be made subject to the following:**

a) For the purpose of payments of 20% on account of lowering and laying of HDPE duct, a minimum continuous stretch of 4 KMs or 5% of spread length whichever is lower, will be considered except for discontinuities on account of listed crossings.
b) The payment of 10% on tie in and backfilling will be released on completion of continuous stretch of 03 KMs or 10% of pipeline length whichever is lower.

c) a) And (b) is not applicable in case of city areas and where continuous ROU stretch is not released.

d) For discontinuity on account of major crossings specified in SOR (being paid separately as SOR item) crossing length shall not be taken into account for (a) and (b) above for payment purposes.

e) All crossings, i.e. Creek, Railway, Road, Horizontal Directional Drilling and River crossings which are not separately listed in SOR items shall be paid on the basis of linear pipeline length laid.

**OPTICAL FIBRE CABLE / HDPE (Supply)**

- 85% on receipt and acceptance of material at Project site / yard
- 10% on Testing after laying as per specification.
- 05% on completion of all works in all respects and issuance of completion certificate

**Installation of OFC**

- 60% on completion of laying/ blowing of OFC through HDPE duct laid in the same Pipeline Trench
- 15% on Supply & Erection of Jointing Pit, Jointing of OFC as per Specification.
- 20% on OFC Testing as per specification.
- 05% on completion of all works in all respects and issuance of completion certificate.
- 05% on completion of all works in all respects and issuance of completion certificate.

**HDD WORKS**

- 05% on carrying out Geotechnical Survey and design Approval.
- 35% on string preparation, NDT clearance, pre testing and Joint coating.
- 40% on Pulling of string.
- 10% on Post testing, Tie in and backfilling.
- 05% on Restoration including bentonite disposal and obtaining NOC.
- 05% on completion of all works in all respects and issuance of completion certificate.

**TEMPORARY CATHODIC PROTECTION/ PERMANENT CATHODIC PROTECTION WORKS**

The payment for Temporary Cathodic Protection System shall be made based on the actual measurement of Pipeline in KM protected. The lump sum price for Temporary & Permanent Cathodic Protection system shall be considered and payable on prorate basis as per the following break-up:

a) 05% on approval of design Document.

b) 50% on receipt and acceptance of material at sites.

c) 20% on installation of the system progressively.

d) 20% on testing and commissioning of CP system.

e) 05% on completion of all works in all respects and issuance of completion certificate.

Note: Payment against (d) in case of Permanent Cathodic Protection shall include Post commissioning survey (DCVG/ CAT/ CIPL – as
### SPECIAL CONDITIONS OF CONTRACT (SCC)

| 7. | Miscellaneous Works and all other item / works not covered in above | 95% on completion of work as certified in monthly progress bill | 0% on completion of all works in all respects and issuance of completion certificate. |
| 8. | For Lumpsum Rate item | 95% on completion of total work in all respects. (For all Lumpsum item included in Schedule of Rate, Contractor shall furnish price breakup for quoted lumpsum prices for the approval of Engineer-In-Charge. Progressive payment for such items shall be made accordingly. In this regard decision of Engineer – In – charge shall be final and binding to the Contractor) | 0% on completion of all works in all respects and issuance of completion certificate. |

**NOTE:**

1. The above payment terms commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract. In case separate nomenclature is provided for Completion certificate in GCC for various clients, the same shall be replaced by that certificate accordingly.
4. Part completion certificate whenever essential (in case of job in multi units, offloading case etc.) shall be issued with due concurrence from competent authorities to facilitate release of Final payment.
5. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against “Incoming Material Inspection Report” issued by TE. Engineer-in-charge shall release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.

### 3.0 PAYMENT METHODOLOGY

3.1 The Contractor shall raise invoices on fortnightly basis. Bidder shall enclosed all documents as per check list issued by GAIL/Tractebel. However, EIC may authorize payments for bills more frequently i.e. periodicity of less than fortnight, depending on site requirement.

3.2 After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer – In – Charge (EIC)/PMC, on –account payment equivalent to seventy (70%) of the net payable certified amount of the RA Bill will be released to the contractor within a period of 07 working days from submission of certified bill by PMC to GAIL. The balance amount will be released within a period of 15 days from submission of certified bill by PMC to GAIL.

3.3 GAIL has introduced the computerized Bill Watch System whereby the contractor will be issued a receipt at the time of the submission of the bills. The contractor can see the status of their bill on GAIL Website.

3.4 Owner will release payment through e-payments only as detailed in the Bidding Document.

3.5 Further break – up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer – In – charge and the Contractor.

3.6 All payments against running bills are advance against the work and shall not be taken as final acceptance of work/measurement carried out till the final bill.

3.7 Bills shall be raised by Contractor in line with check list attached in Tender document.
4.0 MODE OF PAYMENT

4.1 The Owner/Consultant will verify the invoices and relevant documents and undisputed payment will be released directly to the Contractor through e-payment as detailed in Bid Document within maximum 15 days of receipt of invoice along with all relevant documents.

5.0 DEDUCTION AT SOURCE

5.1 Owner will release the un-disputed payment to the Contractor after effecting deductions as per applicable law in force.

5.2 PRS pursuant to GCC Clause 27.0.

6.0 PAYING AUTHORITY

General Manager – Finance
GAIL (INDIA) LIMITED
Noida
SPECIFICATION FOR QUALITY ASSURANCE SYSTEM REQUIREMENTS

[ANNEXURE - VI TO SPECIAL CONDITIONS OF CONTRACT]

(For details, Refer Specification No. P.013828 D11013 001 attached in tender)
SPECIFICATION
FOR
HEALTH, SAFETY AND ENVIRONMENTAL (HSE)
MANAGEMENT AT CONSTRUCTION SITES

[ANNEXURE - VII TO SPECIAL CONDITIONS OF CONTRACT]
SPECIFICATION FOR HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT
## INDEX

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<th>DESCRIPTION</th>
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<td>2.0</td>
<td>REFERENCES</td>
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<td>3.0</td>
<td>REQUIREMENT OF HEALTH, SAFETY &amp; ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLETED BY BIDDERS.</td>
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<tr>
<td>4.0</td>
<td>DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR</td>
</tr>
<tr>
<td>5.0</td>
<td>RECORDS</td>
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</table>

ANNEXURE-A
ANNEXURE-B
ANNEXURE-C
ANNEXURE-D
ANNEXURE-E
1.0 SCOPE

This specification establishes the Healthy, Safety and Environment (HSE) management requirement to be compiled with by the Contractors during construction.

This specification is not intended to replace the necessary professional judgement needed to design & implement an effective HSE system for construction activities and the contractor is expected to exceed requirements given in this specification.

Requirement stipulated in this specification shall supplement the requirement of HSE management given in relevant Act(s)/legislations. General Condition of Contract (GCC) Special Condition of Contract (SCC) and Job Specifications. Where different documents stipulate different requirements, the most stringent shall be adopted.

2.0 REFERENCES

This document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Building and other construction workers (regulation of employment and condition of service) Act, 1996
- Job Specifications
- Relevant IS Codes and OISD Guideline (Annexure-A)
- Reporting Formats (refer Annexure-B)
- Statutory requirements

3.0 REQUIREMENT OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLETED BY BIDDERS.

3.1 MANAGEMENT RESPONSIBILITY

3.1.1 The Contractor should have a documented HSE policy & Objectives to cover commitment of the organization to ensure health, safety and environment aspects in their line of operations

3.1.2 The HSE management system of the Contractor shall cover HSE requirement including but not limited to what specified under clause 1.0 & 2.0 mentioned above

3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirement to the satisfaction of the company. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above:

No. of workers deployed
Up to 100 - Designate one safety supervisor who will guide the workers from time to time, as well as impart training basic guidelines at least weekly once.
Above 100 & up to 250 - Deploy one qualified and experienced safety Engineer/Officer who will guide the workers from time to time as well as impart basic guideline & training at least weekly once. He/She shall possess a recognized Degree in any branch of engineering or technology or architecture and had a post qualification construction experience of minimum two years or possess a recognized Diploma in any branch of engineering or technology or Graduate in Science stream and had a post qualification construction experience of minimum five years.

Above 250 (for every 250 or less) - One additional safety engineer/Officer whose function will be as mentioned above

Contractor shall indemnify and hold harmless OWNER/PMC & their representatives from any and all liabilities arising out of non fulfillment of HSE requirements.

Above is the minimum requirement and the Contractor shall ensure physical presence of a safety personnel at each place where Hot work permit is required. No work shall be started at site until above safety personnel are physically present at site. The contractor shall submit a safety organogram clearly indicating the lines of responsibility and reporting system. He shall furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel he intends to mobilize, at least 1 month before the intended mobilization, for PMC/Owner's approval.

3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels, at each and every site/ work place.

3.1.5 Contractor shall nominate qualified & trained Safety Engineers / Officers reporting to the Site in charge, for supervision, co-ordination and, liaison for the implementation of the safety plan.

Duties & responsibilities of the Contractor’s Safety Supervisor/Safety Officer should include the following:

a. To ensure strict compliance with work permit system by carrying out work only with appropriate work permits and after ensuring that all safety precautions / conditions in the permit are complied with and closing the same after job completion.
b. To ensure that required personal protective equipment are provided, used, and properly maintained including contingency requirement.

c. To ensure inspection, tested, certification and maintenance of all tools and ensure removal of defective tools.

d. To ensure that all the preventive measures for identified hazards (e.g. Job Safety Analysis, Job Hazard Analysis, HIRA, etc.) are in place and communicated to workers.

e. To take immediate corrective action against the violation of safety rules observed or reported.

f. To ensure that all workers have proper training for their job assignments, including use of appropriate PPE, first aid and firefighting equipment.

g. To ensure that only medically fit person shall be engaged in work and also ensure that sick / or injured workers during course of work should receive timely and appropriate first aid and/or medical attention.

h. To report each incident and/or injury in accordance with established procedures and assist in investigation.

3.1.6 The Contractor shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programs and fabrication shop/work site meeting shall be arranged on HSE activities to cover hazards involved in various operations during construction.

3.1.7 Arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid, Stand by Ambulance or Vehicle (equipped with lifesaving equipment) and install fire protection measures such as: adequate number of steel buckets with sand and water and adequate fire extinguishers to the satisfaction of OWNER/ PMC. In case the number of workers exceeds 500, the Contractor shall position an ambulance /vehicle on full time basis very close to the worksite.

3.1.8 The Contractor shall evolve a comprehensive planned and documented system for implementation and monitoring of the HSE requirements. This shall submitted to GAIL for approval well in advance, prior to start of work. The monitoring for implementation shall be done by regular inspection and compliance to the observations thereof. The Contractor shall get similar HSE requirements implemented at his sub-contractor(s) work site/ Office. However, compliance of HSE requirement shall be the sole responsibility of the Contractor. Any review/ approval by OWNER/ PMC shall not absolve the Contractor of his responsibility/ liability in relation to all HSE requirements.

3.1.9 Non-Conformance on HSE by the Contractor (including his Sub-contractors) as brought out during review/ audit by PMC/ OWNER representative shall be resolved forthwith by Contractor. Compliance report shall be submitted to PMC/ OWNER at the earliest.

3.1.10 The Contractor shall ensure participation of his Resident Engineer/Site-in-Charge in the Safety Committee/HSE Committee meetings arranged by OWNER/ PMC. The compliance of any observation shall be arranged urgently. Contractor shall assist OWNER/PMC to achieve the targets set by them on HSE during the project implementation.
The contractor shall ensure that his staff members & workers (permanent as well casual) shall not be in a state of intoxication during working hours and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force. Awareness about local laws on this issue shall form part of the Induction Training.

The contractor shall ensure that all personnel working for him comply with No-smoking requirements of the owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances shall not be allowed inside the plant complex.

3.1.11 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; OWNER/ PMC may impose stoppage of work without any Cost & Time implication to Owner/PMC and/or impose a suitable penalty for non-compliance with a notice of suitable period, up to a cumulative limit of 1.0% (one percent) of Contract value with a ceiling of Rs. 10 lakhs.

0.2% (Zero decimal two percent) of the contract value for LSTK, EPC, EPCC or Package contracts with an overall ceiling of Rs. 1,00,00,000/- (Rupees one crore).

<table>
<thead>
<tr>
<th>S.NO</th>
<th>Violation of HSE norms</th>
<th>Penalty Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For not using personal protective equipment (Helmet, Shoes, Goggles, Gloves, Full body harness, Face shield, Boiler suit, Ear muff, Ear plug etc.)</td>
<td>Rs. 250/- per day / item / person</td>
</tr>
<tr>
<td>2</td>
<td>Working without Work Permit / Clearance</td>
<td>Rs.5,000/- per occasion</td>
</tr>
<tr>
<td>3</td>
<td>Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire / cables on the roads, electrical jobs by incompetent person, etc.)</td>
<td>Rs.3,000/- per item per day</td>
</tr>
<tr>
<td>4</td>
<td>Working at height without full body harness, using non-standard / rejected scaffolding and not arranging fall protection arrangement as required like Safety Nets.</td>
<td>Rs.1,000/ per case per day</td>
</tr>
<tr>
<td>5</td>
<td>Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, improper storage / handling).</td>
<td>Rs. 100/- per item per day</td>
</tr>
<tr>
<td>6</td>
<td>Use of domestic LPG for cutting purpose.</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>7</td>
<td>No fencing / barricading of excavated</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Penalty</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>8</td>
<td>Not providing shoring / strutting / proper slope and not keeping the excavated earth at least 1.5 M away from excavated area.</td>
<td>Rs.5,000/- per occasion</td>
</tr>
<tr>
<td>9</td>
<td>Non display of caution boards, list of hospitals, emergency services available at work locations.</td>
<td>Rs.500/- per occasion</td>
</tr>
<tr>
<td>10</td>
<td>Traffic rules violations like over speeding of vehicles, rash driving, wrong parking, not using seat belts, vehicles not fitted with reverse warning alarms.</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>11</td>
<td>Absence of Contractor’s top most executive at site in the safety meetings whenever called by PMC / Owner</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>12</td>
<td>Failure to maintain safety records by Contractor Safety personnel.</td>
<td>Rs.1,000/- per month</td>
</tr>
<tr>
<td>13</td>
<td>Failure to conduct daily safety site inspection, HSE meeting and HSE audit at predefined frequencies</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>14</td>
<td>Failure to submit the monthly HSE report by 5th of subsequent month to Engineer-in-Charge.</td>
<td>Rs. 1,000/- per occasion and Rs. 100/- per day for further delay.</td>
</tr>
<tr>
<td>15</td>
<td>Poor House Keeping</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>16</td>
<td>Failure to report &amp; follow up accident (including Near Miss) reporting system.</td>
<td>Rs. 10,000/- per occasion</td>
</tr>
<tr>
<td>17</td>
<td>Degradation of environment (not confining toxic spills oil / lubricants onto ground)</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>18</td>
<td>Not medically examining the workers before allowing them to work at height, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>19</td>
<td>Violation of any other safety condition as per job HSE plan, work permit and HSE conditions of contract (using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-</td>
<td>Rs.1,000/- per occasion</td>
</tr>
<tr>
<td>availability of First-Aid box, etc.)</td>
<td>20</td>
<td>Any other violation not covered above</td>
</tr>
</tbody>
</table>

This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage of work, its extent & monitory penalty shall rest with PMC/OWNER & binding on the Contractor.

3.1.12 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor’s senior personnel for root cause and recommend corrective and preventive actions. Findings shall documented and suitable actions taken to avoid recurrences shall be communicated to OWNER / PMC. OWNER / PMC shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and cooperation in this regard. PMC / Owner shall have to right to share the content of this report with the outside world.

3.1.13 No workers/ supervisors are deployed by contractor without prior police verification. Proof and record to be submitted to owner/ PMC. All employees working at construction site shall be issues a valid Photo ID Card.

3.1.14 Contractor to ensure and take all necessary precautions to minimize fugitive dust emissions or hazardous emission by any of its operations, construction equipment, storage or transportation etc. which can cause air/water pollution beyond acceptable limit. Immediate remedial action shall be taken and implemented by contractor (after approval from client), if any such issue is raised by OWNER/ PMC.

3.1.15 AUDIT

Contractor shall carry out internal HSE audits. He shall also cooperate during HSE audits by owner/PMC. Non-conformance on HSE (including his sub-contractors) brought out during review/audit by his internal audit team as well as PMC/ OWNER’s representative shall be resolved forthwith by contractor. Compliance report shall be submitted to PMC/OWNER promptly.

To this effect, the contractor shall submit an Audit Plan to PMC/ Owner indicating the type of audits (internal by self-including his sub-contractors, external by PMC/ Owner & Third Party) and their frequencies. The contractor shall conduct an internal HSE audit at least on quarterly basis and submit a report to PMC/ Owner.

3.1.16 GENERAL DUTIES OF OWNERS

Owner or PMC on behalf of owner should:

i) Co-ordinate or nominate a competent person to co-ordinate all activities relating to HEALTH, SAFETY AND ENVIRONMENT on their construction projects;

ii) Inform all contractors on the work site / project of special risks to HEALTH, SAFETY AND ENVIRONMENT;
iii) Ensure that executing agency is aware of the owner's requirements and the executing agency's responsibilities with respect to HEALTH, SAFETY AND ENVIRONMENT practices before starting the job.

3.1.17 RESPONSIBILITY OF CONSULTANT

i) The primary responsibility of Consultant is to ensure compliance with agreed HSE plan for the contract by the Contractor

ii) The Consultant's scope include submission of latest HSE plans for work under his and Contractor's purview and implementing the same till job completion

iii) Adequate number of Safety Officers is provided by the Consultant with necessary skills required for the work to be performed.

3.2 HOUSE KEEPING

3.2.1 Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure the followings:

a. All surplus earth and debris are removed/disposed off from the working site to identified location (s).

b. Unused/Surplus Cables Steel items and steel scrap lying scattered at different places within the working areas are removed to identified location (s).

c. All wooden scrap, empty wooden cable drums and other combustible packing materials shall be removed from work place to identified location(s).

d. Roads shall be kept clear and materials like pipes, steel, sand, boulders, concrete chips and bricks, etc. shall not be allowed in the roads to obstruct free movement of men & machineries.

e. Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.

f. Water logging on rods shall not be allowed.

g. No parking of trucks/ trolleys, cranes and trailers etc. shall be allowed on of roads, which may obstruct the traffic movements.

h. Utmost care shall be taken to ensure over all cleanliness and proper up keep of the working areas.

i. Trucks carrying sand, earth and pulverized materials etc. shall be covered while moving within the plant areas.

j. The contractor shall ensure that the atmosphere in plant area and on roads is free from particulate matter like dust, sand, etc. by keeping the top surface wet for ease in breathing.

k. At least two exits for any unit area shall be assured at all times.
I. The contractor shall establish a regular cleaning and basic housekeeping programme that covers all aspects of the workplace to help minimize the risk of slips, trips & falls. The contractor shall take positive measures like keeping the work area tidy, storing waste in suitable containers & harmful items separately, keeping passages, stairways, entrances & exits especially emergency ones clear, cleaning up spillages immediately and replacing damaged carpet/ floor tiles, mats & rugs at once to avoid slips, trips & falls.

3.3 HEALTH, SAFETY AND ENVIRONMENT

3.3.1 Construction Hazards

Contractor shall ensure identification of all occupational health, safety and environmental Hazard in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out job safety analysis (JSA) specifically for high risk jobs like working at height and in confined space, deep excavation. Radiography jobs, electrical installations, blasting operations, dismantling activities, welding/ gas cutting jobs and submit the findings to PMC / OWNER. The necessary HSE measures devised shall be in place prior to start of an activity by the contractor.

A list of construction HZARDS along with their effect and preventive measures is given in Annexure-E.

3.3.2 Safety Practices at Work Places

General Provisions

Contractor shall ensure that

- Solvents, alkalis and other oils are not used to clean the skin.
- Lift the load with back straight and knees bent. The contractor shall ensure at his construction site, no worker lifts by hand or carries overhead or over his back or shoulders any material, article, tool or pipelines exceeding in weight as per The Factory Act 1948 / Rule 38 of Building & Construction Workers Regulation (BOCWR), unless aided by another worker or device.
- Rope ladders are not used at construction sites.
- Workers do not sleep, rest or cook etc. in dangerous places.

Lighting

Contractor shall ensure

- Emergency lighting for personnel safety during night time to facilitate as standby lighting source, if normal system fails
- Artificial lighting should not produce glare or disturbing shadows.

3.3.3 Plant, Machinery, Equipment and Hand Tools
1. **General Provisions**

**Contractor shall ensure that:**

- Plant, machinery and equipment including hand tools, both manual and power driven, are provided with protective guards, shields or other devices as required.
- Standard operating procedures are established and used for all plant, machinery and equipment.
- Operators of plant, machinery and equipment are not distracted while work is in progress.
- Plant, machinery and equipment are switched off when not in use and isolated before any adjustment, clearing or maintenance is done.
- Where trailing cables or hose pipes are used they should be kept as short as practicable and not allowed to create a hazard.
- All moving parts of machinery and equipment are enclosed or adequately guarded.
- Every power-driven machine and equipment are provided with adequate means, immediately accessible and readily identifiable to the operator, of stopping it quickly and preventing it from being started again inadvertently.

2. **Hand tools**

**Contractor shall ensure that:**

- Hand tools are repaired by competent persons.
- Heads of hammers and other shock tools are timely dressed or ground to a suitable radius on the edge as soon as they begin to mushroom or crack.
- When not in use and while being carried or transported, sharp tools are kept in sheaths, shields, chests or other suitable containers.
- Only insulated or non-conducting tools are used on or near live electrical installations.
- Only non-sparking tools are used near or in the presence of flammable or explosive dusts or vapours.

3. **Pneumatic Tools**

(i) **Contractor shall ensure following for portable pneumatic tools:**

- Operating triggers so placed as to minimise the risk of accidental starting of the machine.
- Operating triggers so arranged as to close the air inlet valve automatically when the pressure of the operator's hand is removed.

(ii) **Hose and hose connections for compressed air supply to portable pneumatic tools should be:**

- Designed and tested for the pressure and service for which they are intended;
- Fastened securely on the pipe outlet and equipped with the safety chain, as appropriate.
(iii) Pneumatic shock tools should be equipped with safety clips or retainers to prevent dies and tools from being accidentally expelled from the barrel.

(iv) Pneumatic tools should be disconnected from power and the pressure in hose lines released before any adjustment or repair is made.

4 **Electrical Tools**

Contractor shall ensure for

- regular inspection and maintenance of all electrical tools by a competent electrician and with proper record keeping.
- temporary connected appliance are not to be left connected in the socket. Its plug should be immediately removed after use.

5 **Engines**

(i) The contractor should ensure that Engines should:

- be installed in such a way, so that they can be started safely and the maximum safe speed cannot be exceeded.
- have controls for limiting speed.
- have devices to stop them from a safe place in an emergency.
- have their batteries top covered with insulating material.
- have radiator fan covers in place.

(ii) IC engines are not be run in confined spaces unless adequate exhaust ventilation is provided or the exhaust should be installed outside the confined place at suitable height.

(iii) When IC engines are being fuelled:

- the engine should be shut off.
- care should be taken to avoid spilling fuel.
- no person should smoke or have an naked light in the vicinity.
- a fire extinguisher should be kept readily available.

(iv) Secondary fuel reservoir should be placed outside the engine room.

3.3.4 **Explosive/ Blasting Operations**

Blasting operations shall be carried out as per latest Explosive Rules (Indian/International) with prior permission. The contractor shall obtain license from Controller of explosives for collection, transportation, storage of explosives as well as for carrying out blasting operations.

3.3.5 **Demolition/ Dismantling**
The contractor shall adhere to safe demolishing/dismantling practices at all stages of work to guard against unsafe working practices. The contractor shall disconnect service lines (power, gas supply, water, etc.) / make alternate arrangements prior to start of work and restore them, if required as directed by PMC/Owner at no extra cost. Before carrying out any demolition/dismantling work, the contractor shall take prior approval of PMC/Owner in Format No.HSE-9. For revamp jobs in operating plants where location of underground utilities is not known with certainty, the contractor shall depute an experienced person for supervision and shall make adequate arrangements for Fire fighting & First-Aid during the execution of these activities.

3.3.6 Road Safety

The contractor shall ensure adequately planned road transport safety management system. The vehicles shall be fitted with reverse warning alarms & flashing lights and usage of seat belts shall be ensured. The contractor shall also ensure a separate pedestrian route for safety of the workers and comply with all traffic rules & regulations. The maximum allowable speed shall be adhered to. In case of an alert or emergency, the vehicles must clear all the routes, roads, access.

Dumpers, Tippers, etc. shall not be allowed to carry workers within the plant area and also to & from the labour colony. Hydras shall only be allowed for handling the materials at fabrication/storage yards and in no case shall be allowed to transport the materials. For pipeline jobs, the contractor shall submit a comprehensive plan covering transportation of pipes, movement of side booms, movement of vehicles on the ROW, etc.

3.3.7 Rules & Regulations

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials, substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of PMC/Owner. An indicative list of Statutory Acts & Rules relating to HSE is given under Annexure-D.

3.3.8 Heavy Lifts

The contractor shall submit detailed rigging studies plan for PMC/Owner approval prior to lifting equipment which cannot be erected with a crane of approx. 100 MT capacity due to constraints of its dimensions, location of foundation height, approach & weight.

Prior to actual lifting activities, contractor shall check the validity of the crane inspection certificate issued by statutory/competent authority. This requirement shall also apply to all rigging equipment utilized for the job.

Lift Operator should have valid license.

The contractor shall, at all times, be responsible for all rigging activities. Adequate safety measures such as positive barricading, usage of appropriate PPEs, permit to work, etc. shall be taken during all heavy or critical lifts.
3.3.9 Key Performance Indicators

The contractor shall measure an activity in both leading & trailing indicators for statistical and performance measurement. The activities pertaining to key performance indicators are covered in Monthly HSE Report (Format No. HSE-5). The contractor shall try to achieve a statistically fair record and strive for its continual improvement.

3.3.10 Self Assessment and Enhancement

The contractor shall develop a method of check & balance through self-assessment & enhancement techniques and shall explore the opportunities for continual improvement in the HSE system.

3.3.11 Excavation

For all types of excavation works contractor should ensure that:

1. Method of excavation and the type of support work required are decided considering the following:
   - the stability of the ground including the chances of seepage of water;
   - to prevent hazard, the Hydrocarbon lines, water, electrical and other above ground & underground public utilities should be shut off, rerouted or disconnected, if necessary; If such a presence is envisaged, clearance to be taken from respective competent authority/person.
   - the position of culvert/bridges, temporary roads and spoil heaps should be determined;
   - a signed rough sketch of the excavation site to be prepared and made the workers understand.

2. Excavation works are supervised by a competent person.

3. Sites of excavations should be thoroughly inspected:
   - daily, prior to each shift and after interruption in work of more than one day;
   - after every blasting operation;
   - after an unexpected fall of ground;
   - after substantial damage to supports;
   - after a heavy rain, frost or snow;
   - when boulder formations are encountered.
   - for cracks in the nearby buildings or area as the excavation progresses and the same to be reviewed.

4. Vehicles are not to ply too close to excavated area. At least 2 m distance are maintained from edge of excavation or depth of trench whichever is greater. No load, plant or equipment should be placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endanger any person unless precautions such as the provision of shoring or piling are taken to prevent the sides from collapsing.
5. Adequately anchored stop blocks and barriers are provided to prevent vehicles being driven into the excavation. Heavy vehicles should not be allowed near the excavation unless the support work has been specially designed to permit it.

6. If an excavation is likely to affect the stability of a structure on which persons are working, precautions to be taken to protect the structure from collapse.

7. Necessary precautions to be taken for underground utility lines like cables, sewers etc. and necessary approvals/clearances from the concerned authorities shall be obtained before commencement of the excavation job.

8. During / after rains, the soil becomes loose. Additional precaution to be taken against collapse of side wall. During rains excavation should be avoided.

9. In case of mechanised excavation, precaution to be taken to not to allow anybody to come within one meter of extreme reach of the mechanical shovel. This area of reach of mechanical shovel should be marked / barricaded suitably. The mechanised excavator shall be operated by a well-trained experienced operator. When not in operation, the machine shall be kept on firm levelled ground with mechanical shovel resting on ground. Wheel or belt shall be suitably jammed to prevent any accidental movement of the machine. Suitable precautions as per manufacturer guidelines should be taken for dozers, graders and other heavy machines.

10. In case of blasting, follow strictly IS: 4081-1986 & Indian Explosive Act and rules for storage, handling and carrying of explosive materials and execution of blasting operation.

3.3.12 **Structural Work, Laying of Reinforcement & Concreting**

For all types of structural works contractor should ensure that:

1. **General provisions**
   - Proper methodology based on the design of the building / structure are developed and approved by competent person before resorting to dismantling / modifications.
   - All works / facilities are certified for structural stabilities by a competent person and on statutory requirement completed before putting to use.

2. **Erection and dismantling of steel and prefabricated structures**
   
   (i) The safety of workers employed on the erection and dismantling of steel and prefabricated structures are ensured by appropriate means, such as provision and use of:
   
   - ladders, gangways or fixed platforms;
   - platforms, buckets, boatswain's chairs or other appropriate means suspended from lifting appliances;
   - safety harnesses and lifelines supported on properly designed anchor, catch nets or catch platforms;
   - Mechanical / Power-operated mobile working platforms;
   - Proper Personal Protective Equipment.

   (ii) Steel and prefabricated structures should be so designed and made that they can be safely transported and erected. Route survey required to be carried out from works to construction site route considering the load bearing capacity of the bridges, height of the bridges en-route and
maximum width and length permissible without causing any hazard to public, the route and the equipment.

(iii) In addition to the need for the stability of the part when erected, the design should explicitly take following into account:

- the conditions and methods of attachment in the operations of transport, storing and temporary support during erection or dismantling as applicable;
- Methods for the provision of safeguards such as railings and working platforms, and, when necessary, for mounting them easily on the structural steel or prefabricated parts.

(iv) The hooks and other devices built in or provided on the structural steel or prefabricated parts that are required for lifting and transporting them should be so shaped, dimensioned and positioned as:

- to withstand with a sufficient margin the stresses to which they are subjected;
- Not to set up stresses in the part that could cause failures, or stresses in the structure itself not provided for in the plans, and be designed to permit easy release from the lifting appliance. Lifting points for floor and staircase units should be located (recessed if necessary) so that they do not protrude above the surface;
- To avoid imbalance or distortion of the lifted load.

(v) Store places should be so constructed that:

- there is no risk of structural steel or prefabricated parts falling or overturning;
- storage conditions generally ensure stability and avoid damage having regard to the method of storage and atmospheric conditions;
- racks are designed and secured on firm ground so that units cannot move accidentally.

(vi) While they are being stored, transported, raised or set down, structural steel or prefabricated parts should not be subjected to stresses prejudicial to their stability.

(vii) Every lifting appliance should:

- be suitable for the operations and not be capable of accidental disconnection;
- be approved or tested as per statutory requirement.

(viii) Lifting hooks should have safety latch (self-closing type).

(ix) Lifting hooks, Tongs, Clamps and other appliances for lifting structural steel and prefabricated parts should:

- be of such shape and dimensions as to ensure a secure grip without damaging the part;
- be marked with the maximum permissible load in the most unfavourable lifting conditions.
- be periodically inspected and certified to ensure further usage as per requirement of factory act / Building & Construction Workers Regulation (BOCWR).
(x) Structural steel or prefabricated parts are to be lifted only after rigging plan approved by competent person to prevent them from spinning, slipping or dropping accidentally.

(xi) When necessary to prevent danger, before they are raised from the ground, structural steel or prefabricated parts are to be provided with safety devices such as railings and working platforms to prevent falls of persons.

(xii) While structural steel or prefabricated parts are being erected, the workers should be provided with appliances such as guiding ropes for guiding them as they are being lifted and set down, so as to avoid crushing of hands and to facilitate the operations. Use of such appliances should be ensured.

(xiii) A raised structural steel or prefabricated part should be made so secured and wall units so propped that their stability cannot be affected, even by external factors such as wind and passing loads before its release from the lifting appliance.

(xiv) At work places, instruction to be given to the workers on the methods, arrangements and means required for the storage, transport, lifting and erection of structural steel or prefabricated parts, and, before erection starts, a meeting of all those responsible should be held to discuss and confirm the requirements for safe erection.

(xv) During transportation within the construction area, attachments such as slings and straps mounted on structural steel or prefabricated parts are to be securely fastened to the parts. Vehicle loading should be such that the vehicle and the load remain stable at all positions during transportation and unloading.

(xvi) Structural steel or prefabricated parts are so transported that the conditions do not affect the stability of the parts or the means of transport result in jolting, vibration or stresses due to blows, or loads of material or persons.

(xvii) When the method of erection does not permit the provision of other means of protection against fall of persons, the workplaces should be protected by guardrails, and if appropriate by toe-boards.

(xviii) When adverse weather conditions such as snow, hailstorm, rain and wind or reduced visibility, etc. entail risks of accidents, the rigging work should be interrupted after taking necessary safety precautions.

3. Reinforcement

- For supplying of rods at heights, proper staging and/or bundling to be provided.
- Ensure barricading and staging for supplying and fixing of rods at height.
- For short distance carrying of materials on shoulders, suitable pads to be provided.
- While transporting material by trucks/trailers, the rods are not protruded in front of or by the sides of driver's cabin. In case such protrusion cannot be avoided behind the deck, then it should not extend 1/3rd of deck length or 1.5 Meters whichever is less and tied with red flags/lights.
3.3.13 Cutting / Welding

Common hazards involved in welding/cutting are sparks, molten metal, flying particles, harmful light rays, electric shocks, depletion in O₂ concentration due to generation of toxic gases, etc. Contractor should ensure for the followings:

- A dry chemical powder (DCP) type fire extinguisher made available in the work area.
- Adequate ventilation ensured by opening manholes and fixing a shield or forced circulation of air etc., while doing a job in confined space.
- Only approved and well-maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, and acetylene generators, are used. Also their regular calibration where ever necessary.
- The work piece be connected directly to Power supply, and not indirectly through pipelines/structures/equipment etc.
- The welding receptacles rated for 63 A suitable for 415V, 3-Phase system with a scraping earth. Receptacles should have necessary mechanical interlocks and earthing facilities.
- Cable coiling to be maintained at minimum level, if not avoidable. Criss-crossing of welding/electrical power supply cables & gas cutting hoses to be avoided. Care to be taken against damage of gas cutting hoses.
- An energised electrode not be left unattended.
- The power source to be turned off at the end of job.
- Acetylene cylinder key for opening valve to be kept on valve stem, while cylinder is in use, so that the acetylene cylinder could be quickly turned off in case of emergency. Use flash back arrestors to prevent back-fire in acetylene/oxygen cylinder.
- When not in use, valves of all cylinders are kept closed.
- All types of cylinders, whether full or empty, are stored at cool, dry place under shed.
- Forced opening of any cylinder valve not to be attempted.
- Lighted gas torch shall not to be left unattended.
- Acetylene and oxygen cylinders are stored separately.
- Full and empty cylinders are stored separately.
- To avoid cylinders coming into contact with heat.
- If cylinders have to be moved, cylinder valves are shut off.
- Matches are not used to light torches, use a friction lighter. Gas torch to be ignited with the lighter only.
- Any leaking cylinder to be removed immediately and capped. No hot work is allowed in the vicinity of such leaked cylinders.
- Hoses are not wrapped around cylinders when in use or stored.
- Hoses are to be protected from flying sparks, hot slag, and other hot objects. Cylinders are to be protected by covering welding blanket while hot work in the vicinity.
- Lubricants are not used on Ox-fuel gas equipment.
3.4.1 Apart from the points mentioned above, the following points to be taken care of by Contractor:

a) The Contractor shall provide safe means of access (at least two, differently located to and egress to any working place including provision of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and OWNER/ PMC. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and healthy of the workmen and protection of surrounding areas.

Contractor shall ensure identification of all Occupational Health, Safety & Environmental hazards in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out Job Safety Analysis (JSA) specifically for high risk jobs like working at height & in confined space, deep excavations, radiography jobs, electrical installations, blasting operations, demolishing / dismantling activities, welding / gas cutting jobs and submit the findings to PMC / Owner. The necessary HSE measures devised shall be in place prior to start of an activity by the contractor.

b) The Contractor shall ensure that all their staff workers including their sub-Contractor (s) as well as visitors shall wear Cotton Uniform, Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, Respirator, protective goggles, gloves etc. by the personnel as per jobs requirements. All these gadgets shall conform to relevant IS specification equivalent.

The Contractor shall ensure that all their staff, workers and visitors including their sub-contractor(s) have been issued (records to be kept) & wear appropriate PPEs like nape strap type safety helmets preferably with head & sweat band with ¾" cotton chin strap (made of industrial HDPE), safety shoes with steel toe cap and antiskid sole, full body harness (C∈ marked and conforming to EN361), protective goggles, gloves, ear muffs, respiratory protective devices, etc. All these gadgets shall conform to applicable IS Specifications / C∈ or other applicable international standards.

Owner may issue a comprehensive color scheme for helmets to be used by various agencies. The Contractor shall follow the scheme issued by the owner. All Safety / Fire personnel shall preferably wear red colour helmet so that workmen can approach them for guidance during emergencies.

For shot blasting, the usage of protective face shield and helmets, gauntlet and protective clothing is mandatory.
For offshore jobs/contracts, contractor shall provide PPEs (new) to PMC & Owner's personnel, at his (contractor's) cost. All personnel shall wear life jacket at all time.

An indicative list of HSE standards/codes is given under Annexure-A.

The contractor shall issue height permit for working at height after verifying and certifying the checkpoints as specified in the attached permit (Format No. HSE-6). He shall also undertake to ensure compliance to the conditions of the permit during the currency of the permit including adherence to personal protective equipments.

The permit shall be issued initially for one week or expected duration of an activity and extended further for the balance duration. This permit shall be applicable in areas where specific clearance from Owner's operation Deptt. / Safety Deptt. is not required. PMC field Engineers / Safety Officers / Area Coordinators may verify and counter sign this permit (as an evidence of verification) during the execution of the job.

In case work is undertaken without taking sufficient precautions as given in the permit, PMC Engineers may cancel the permit and stop the work till satisfactory compliance is arranged. Contractors are expected to maintain a register for issuance of permit and extensions thereof including preserving the used permits for verification during audits etc.

Contractor shall arrange (at his cost) and ensure use of Fall Arrester Systems by his workers. Fall arresters are to be used while climbing / descending tall structures. These arresters should lock automatically against the anchorage line, restricting free fall of the user. The device is to be provided with a double security opening system to ensure safe attachment or release of the user at any point of rope. In order to avoid shock, the system should be capable of keeping the person in vertical position in case of a fall.

Contractor shall ensure that Full body harnesses conforming EN361 and having authorized CC marking is used by all personnel while working at height. The lanyards and life lines should have enough tensile strength to take the load of the worker in case of a fall. One end of the lanyard shall be firmly tied with the harnesses and the other end with life line. The harness should be capable of keeping the workman vertical in case of a fall, enabling him to rescue himself.

Contractor shall provide Roof Top Walk Ladders for carrying out activities on sloping roofs in order to reduce the chances of
slippages and falls.

c) Contractor shall ensure that a proper Safety Net preferably a knotted one with mesh ropes conforming to IS 5175/ ISO 1140 shall have a border rope & tie cord of minimum 12 mm dia. System shall be used at appropriate locations. The safety net shall be located not more than 30 feet (9.0 metres) below the working surface at site to arrest or to reduce the consequences of possible fall of persons working at different heights.

Contractor shall ensure positive isolation while working at different levels like in the pipe rack areas. The working platforms with toe boards & hand rails shall have sufficient space to hold the workmen and the tools & the tackles including the equipment required for executing the job.

d) Contractor shall ensure that flash back arrestors conforming to BS:6158 or equivalent are installed on all gas cylinders as well as at the torch end of the gas hose, while in use. All cylinders shall be mounted on trolleys and provided with a closing key. The burner and the hose placed downstream of pressure reducer shall be equipped with Flash Back Arrester / Non Return Valve device. The hoses for acetylene and oxygen cylinders must be of different colours. Their connections to cylinders and burners shall be made with a safety collar. At end of work, the cylinders in use shall be closed and hoses depressurized. All welding machines shall have effective earthing. In order to help maintain good housekeeping, and to reduce fire hazard, live electrode bits shall be contained safely and shall not be thrown directly on the ground.

e) The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erections of materials and equipment’s. Employ only those workers who are qualified, trained and suited by their age, physique, state of health and skill for the job intended to be assigned. All lifting equipment shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to shall be provided by the contractor before starting the actual work/ operation at night.

Contractor shall ensure installation of Safe Load Indicator (SLI) on all cranes (while in use) to minimize overloading risk. SLI shall have capability to continuously monitor and display the load on the hook, and automatically compare it with the rated crane capacity at the operating condition of the crane. The system shall also provide visual and audible warnings at set capacity levels to alert the operator in case of violations.

The contractor shall be responsible for safe
operations of different equipments mobilized and used by him at the workplace like transport vehicles, engines, cranes, mobile ladders, scaffoldings, work tools, etc.

f) The duties & responsibilities of the contractor worker should include the following:
   - To perform work safely as per the job requirement and instructions.
   - To inform all concerned regarding unsafe conditions / and unsafe acts.
   - To wear PPE as stipulated and necessary for the job.
   - To inform promptly to their supervisor regarding all work related incidents resulting in personal injury, illness and/or property damage.
   - To take all necessary and appropriate safety precautions to protect themselves, other personnel and the environment.

g) Hazardous and/or toxic material such as solvent coating or thinners shall be stored in appropriate containers.

h) All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.

   The work place shall be checked prior to start of activities to identify the location, type and condition of any asbestos materials which could be disturbed during the work. In case asbestos material is detected, usage of appropriate PPEs by all personnel shall be ensured and the matter shall be reported immediately to PMC / Owner.

i) Contractor shall ensure that during the performance of the work all hazards to the health of personnel have been identified assessed and eliminated.

j) Chemical spills shall be contained & cleaned up immediately to prevent further contamination.

k) All personnel exposed to physical agents such as ionizing or non-ionizing radiation ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with type of exposure involved. For ionizing radiation, requirements of Bhabha Atomic Research Centre (BARC)/ Atomic Energy Regulatory Board (AERB) shall be followed.

l) Where contract or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personal protective equipment’s such as gloves, goggles, aprons, chemical resistant clothing and respirator shall be used.
m) Contractor shall ensure the following facilities at work sites:

I) A Crèche where 10 or more female workers are having children below the age of 6 years.

II) Reasonable Canteen facilities are made available at appropriate location depending upon site conditions.

n) The Contractor shall arrange medical examination of all his employees before employing, after illness or injury. If it appears that the illness or injury might have affected his fitness and thereafter, at periodicity stipulated under Factor Act/Building & Construction Workers Regulation shall be followed.

o) The contractor shall ensure at a construction site an occupational health centre mobile or static is provided and maintained in good order. Services and facilities as per the scale lay down under Factory Act & Rules/Building & Construction Workers Regulations.

p) Suitable facilities for toilet, drinking water, proper lighting shall be provided at site and labor camps, commensurate with applicable Laws/Legislation.

q) Contractor shall ensure storage and utilization methodology of material that are not detrimental to the environment. Wherever required Contractor shall ensure that only the environment friendly material are selected.

Emphasize on recycling of waste materials such as metals, plastics, glass, paper, oil & solvents. The waste that cannot be minimized, reused or recovered shall be stored and disposed of safely. In no way, toxic spills shall be allowed to percolate into the ground. The contractor shall not use the empty areas for dumping the wastes.

r) All person deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulation relating to the hazardous materials substance and wastes. Contractors shall not dump, release or otherwise discharge or dispose off any such materials without the authorization of OWNER/ PMC.

Suitable scaffoldings shall be provided to workmen for all works that cannot be safely done from the ground or from solid construction except such short period work that can be safely done using ladders. When a ladder is used, an extra workman shall be engaged for holding the ladder.

The contractor shall ensure that the scaffolds used during construction activities shall be strong enough to take the
designed load. Owner / PMC reserves the right to ask the contractor to submit certification and or design calculations from his Engineering regarding load carrying capacity of the scaffoldings.

All scaffolds shall be inspected by a Scaffolding Inspector of the contractor. He shall paste a GREEN tag on each scaffold found safe and a RED tag on each scaffold found unsafe. Scaffolds with GREEN tag only shall be permitted to be used and RED ones shall immediately be removed from the site.

All electrical installations / connections shall be carried out as per the provisions of latest revision of following codes/standards, in addition to the requirements of Statutory Authorities and IE / applicable international rules & regulations:

- OISO SID 173 : Fire prevention & protection system for electrical installations
- SP 30 (BIS) : National Electric Code

### 3.4.2 Requirement for Electrical Installation

All electrical installations shall be approved by the concerned statutory authorities.

- The contractor shall meet the following requirements:
  
  i) Ensure that electrical systems and equipment including tools & tackles used during construction phase are properly selected, installed, used and maintained as per provisions of the latest revision of the Indian Electrical / applicable international regulations.

  ii) Shall deploy qualified & licensed electricians for proper & safe installation and for regular inspection of construction power distribution system / points including their earthing. A copy of the license shall be submitted to PMC / Owner for records. Availability of at least one competent licensed electrician shall be ensured at site round the clock to attend to the normal / emergency jobs.

  iii) All switchboards / welding machines shall be kept in well-ventilated & covered shed. The shed shall be elevated to avoid water logging. No flammable materials shall be used for constructing the shed. Also flammable materials shall not be stored in and around electrical equipment / switchboard. Adequate clearances and operational space shall be provided around the equipment.
iv) Fire extinguishers and insulating mats shall be provided in all power distribution centers.

v) Temporary electrical equipment shall not be employed in hazardous area without obtaining safety permit.

vi) Proper housekeeping shall be done around the electrical installations.

vii) All temporary installations shall be tested before energising, to ensure proper earthing, bonding, suitability of protection system, adequacy of feeders/cables etc.

viii) All welders shall use hand gloves irrespective of holder voltage.

ix) Multilingual (Hindi, English and local language) caution boards, shock treatment charts and instruction plate containing location of isolation point for incoming supply, name & telephone No. of contact person in emergency shall be provided in substations and near all distribution boards / local panels.

x) Operation of earth leakage device shall be checked regularly by temporarily connecting series test lamp (2 bulbs of equal rating connected in series) between phase and earth.

xi) Regular inspection of all installations (at least once in a month)

xii) Treat all circuits as "LIVE" unless ensured otherwise.

xiii) Electrical “Lock Out - Tag Out (LOTO)" procedure be followed for work on electrical system.

xiv) Two separate and distinct connections to earth grid for all electrical equipment operating above 250V.

xv) Electrical switch boards, portable tools, equipment (like grinding machine etc.) don't get wet during their usage. If it happens, stop the main supply, make the tools dry, check for specified insulation value and then only use them. Check proper earthing. All temporary switch boards/ KIOSKS put up at work site should be suitably protected from rain and the level of same should be high enough to avoid contact with water due to water logging.

xvi) Unarmoured cable directly on ground, wall, roof or trees are not to be laid. All temporary cables are laid at least
750 mm below ground and cable markers are provided. Proper sleeves provided at road crossings. In case temporary cables are required to be laid on wooden poles/steel poles, the minimum cable heights should be 4.5M.

xvii) Electrical wires/equipment are protected from water and naked flames.

xviii) Illuminate level in all the work areas are in line with OISD-RP-149.

xix) All parts of electrical installations so constructed, installed and maintained as to prevent danger of electric shock, fire and explosion. Periodic checking of electrical safety appliances such as gloves, insulating mats, hoods etc. to be done/witnessed in line with OISD-STD-137, and records to be maintained duly endorsed by the concerned.

xx) A notice displaying following, is kept exhibited at suitable places in local language also:

- prohibiting unauthorized persons from entering electrical equipment rooms or from handling or interfering with electrical apparatus;
- containing directions as to procedures in case of fire, rescue of persons in contact with live conductors and the restoration of persons suffering from electric shock;
- Specifying the person to be notified in case of electrical accident or dangerous occurrence, and indicating how to communicate with him.

xxi) No other cables/pipes to be laid in trench used for electrical cables.

xxii) Utmost care is taken while excavating Earth from cable trench to avoid damage or any accident.

xxiii) Sub-station floor cut-outs meant for switch board installations to be covered wherever installation is incomplete.

xxiv) Flameproofness integrity of all flameproof equipment /fittings/fixtures are ensured at all times.

**NOTE:** A Residual Current Operated Circuit Breaker (RCCB) or Earth Leakage Circuit Breaker (ELCB), when installed, protects a human being to the widest extent. RCCB or ELCB should be provided as per latest CEA Safety Regulation.
➢ A careful external examination of the equipment and conductors, especially the flexible cables are made at the beginning of every shift by the person using the electrical equipment.

➢ Apart from some exceptional cases subject to work permits, work on or near live parts of electrical equipment is forbidden. Before starting any work on conductors and/or equipment, it is to be ensured that: power supply should be isolated by an authorized person following the concept of LOTO;

➢ After work has been done on conductors and/or equipment, the power supply should only be switched on again after work permit is returned back, lock/tag on isolated feeder are removed and the workplace is reported safe.

➢ Only approved and tested tools and personal protective equipment such as rubber gloves, arc flash suit etc. are provided to the Electricians.

3.4.2.2 The following features shall also be ensured for all electrical installations during construction phase by the contractor:

i) Each installation shall have a main switch with a protective device, installed in an enclosure adjacent to the metering point. The operating height of the main switch shall not exceed 1.5 M. The main switch shall be connected to the point of supply by means of armoured cable.

ii) The outgoing feeders shall be double or triple pole switches with fuses/ MCBs. Loads in a three phase circuit shall be balanced as far as possible and load on neutral should not exceed 20% of load in the phase.

iii) The installation shall be adequately protected against overload, short circuit and earth leakage by the use of suitable protective devices. Fuses wherever used shall be HRC type. Use of rewirable fuses shall be strictly prohibited. The earth leakage device shall have an operating current not exceeding 30 mA.

iv) All connections to the hand tools / welding receptacles shall be taken through proper switches, sockets and plugs.

v) All single phase sockets shall be minimum 3 pin type only. All unused sockets shall be provided with socket caps.

vi) Only 3 core (P+N+E) overall sheathed flexible cables with minimum conductor size of 1.5 mm² copper shall be used for all single phase hand tools.

vii) Only metallic distribution boxes with double earthing shall be used at site. No wooden boxes shall be used.

viii) All power cables shall be terminated with compression type cable glands. Tinned copper lugs shall be used for multistrand wires / cables.
ix) Cables shall be free from any insulation damage.

x) Minimum depth of cable trench shall be 750 mm for MV & control cables and 900 mm for HV cables. These cables shall be laid over a sand layer and covered with sand, brick & soil for ensuring mechanical protection. Cables shall not be laid in waterlogged area as far as practicable. Cable route markers shall be provided at every 25M of buried trench route. When laid above ground, cables shall be properly cleated or supported on rigid poles of at least 2 M high. Minimum head clearance of 6 meters shall be provided at road crossings.

xi) Underground road crossings for cables shall be avoided to the extent feasible. In any case no underground power cable shall be allowed to cross the roads without pipe sleeve.

xii) All cable joints shall be done with proper jointing kit. No taped / temporary joints shall be used.

xiii) An independent earthing facility should preferably be established within the temporary installation premises. All appliances and equipment shall be adequately earthed. In case of armoured cables, the armour shall be bonded to the earthing system.

xiv) All cables and wire rope used for earth connections shall be terminated through tinned copper lugs.

xv) In case of local earthing, earth electrodes shall be buried near the supply point and earth continuity wire shall be connected to local earth plate for further distribution to various appliances. All insulated wires for earth connection shall have insulation of green colour.

xvi) Separate core shall be provided for neutral. Earth / Structures shall not be used as a neutral in any case.

xvii) ON/OFF position of all switches shall be clearly designated / painted for easy isolation in emergency.

3.4.3 Environment Management

i. The Contractor shall use construction equipment designed and equipped to minimise or control air pollution & noise pollution. He shall maintain evidence of such design and equipment and make these available for inspection by employer/owner.

ii. The Contractor shall consider noise as an environmental constraint in his design, planning and execution of the Works and provide demonstrable evidence of the same. The Contractor shall, take all appropriate measures to ensure that work carried out by the Contractor, whether on or off the Site, will not cause any
unnecessary or excessive noise.

iii. Protection against the effects of occupational noise exposure should be provided when the sound levels exceed the threshold values as prescribed

3.4.4 General Care

i. The contractor shall identify all operations that can adversely affect the health of its workers and issue & implement mitigation measures.

ii. For surface cleaning operations, sand blasting shall not be permitted even if not explicitly stated elsewhere in the contract.

iii. To eliminate radiation hazard, Tungsten electrodes used for Gas Tungsten Arc Welding shall not contain Thorium.

iv. Appropriate respiratory protective devices shall be used to protect workmen from inhalation of air borne contaminants like silica, asbestos, gases, fumes, etc.

v. Workmen shall be made aware of correct methods for lifting, carrying, pushing & pulling of heavy loads. Wherever possible, manual handling shall be replaced by mechanical lifting equipments.

vi. For jobs like drilling / demolishing / dismantling where noise pollution exceeds the specified limit of 85 decibels, ear muffs shall be provided to the workers.

vii. To avoid upper limb disorders and backaches, Display Screen Equipments' workplace stations shall be carefully designed & used with proper sitting postures. Power driven hand-held tools shall be maintained in good working condition to minimize their vibrating effects and personnel using these tools shall be taught how to operate them safely & how to maintain good circulation in hands.

viii. The contractor shall arrange health check up for all the workers at the time of induction. Health check may have to be repeated if the nature of duty assigned to him is changed necessitating health check or doubt arises about his wellness. PMC / Owner reserve the right to ask the contractor to submit test reports.

3.4.5 Weather Protection

Contractor shall take appropriate measures to protect workers from severe storms, solar radiations, poisonous gases, dust, etc. by ensuring proper usage of PPEs like Sun glasses, Sun screen lotions, respirators, dust masks, etc. and rearranging / planning the construction activities to suit the weather conditions.

3.4.6 Communication

All persons deployed at the work site shall have access to effective
means of communication so that any untoward incident can be reported immediately and assistance sought by them.

All health & safety information shall be communicated in a simple & clear language easily understood by the local workforce.

3.4.7 Unsuitable Land Conditions

Contractor shall take appropriate measures and necessary work permits / clearances if work is to be done in or around marshy areas, river crossings, mountains, monuments, etc.

3.4.8 Under Water Inspection

Contractor shall ensure that boats and other means used for transportation, surveying & investigation works shall be certified seaworthy by a recognized classification society. It shall be equipped with all life saving devices like life jackets, adequate fire protection arrangements and shall possess communication facilities like cellular phones, wireless, walkie-talkie. All divers used for seabed surveys, underwater inspections shall have required authorized license, suitable life saving kit. Number of hours of work by divers shall be limited as per regulations. Owner shall have the right to inspect the boat and scrutinize documents in this regard.

3.4.9 Tool Box Meeting (TBM)

Contractor shall conduct daily TBM with workers prior to start of work and shall maintain proper record of the meeting. A suggested format is given below. The TBM is to be conducted by the immediate supervisor of the workers.

TOOLBOX MEETING RECORDING SHEET

<table>
<thead>
<tr>
<th>Date and Time</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presenter</td>
<td></td>
</tr>
<tr>
<td>Hazards involved</td>
<td></td>
</tr>
<tr>
<td>Precautions to be taken</td>
<td></td>
</tr>
<tr>
<td>Worker’s name</td>
<td>Signature</td>
</tr>
</tbody>
</table>

Remarks If any

The topics during TBM shall include

- Hazards related to work assigned on that day and precautions to be taken.
- Any forthcoming HSE hazards / events / instruction / orders, etc.

The above record can be kept in local language, which workers can read. These records shall be made available to Owner whenever demanded.
3.4.10 Training

Contractor shall ensure that all his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in a language understood by them and should specifically be trained about:

- Potential hazards to which they may be exposed at their workplace
- Measures available for prevention and elimination of these hazards

The topics during training shall cover, at the minimum:

- Education about hazards and precautions required
- Emergency and evacuation plan
- HSE requirements
- Fire fighting and First-Aid
- Use of PPEs
- Local laws on intoxicating drinks, drugs, smoking in force

Records of the training shall be kept and submitted to Owner whenever demanded.

For offshore and jetty jobs, contractor shall ensure that all personnel deployed have undergone a structured sea survival training including use of lifeboats, basket landing, use of radio communication etc. from an agency acceptable to GAIL.

3.4.11 Inspection

The contractor shall carry out daily HSE inspection and record observations at a central location. These inspection records shall be freely accessible to Owner. The contractor shall also assist Owner during the HSE inspections conducted by them.

3.4.12 Additional Safety Requirements for Working Inside a Running Plant/ Pipe Laying in Existing ROU

As a minimum, the contractor shall ensure adherence to following safety requirements while working in or in the close vicinity of an operating plant:

a) Contractor shall obtain permits for Hot work, Cold work, Excavation and Confined Space from Owner in the prescribed format.

b) The contractor shall monitor, record and compile list of his workers entering the operational plant/unit each day and ensure & record their return after completing the job.

c) Contractor’s workers and staff members shall use designated entrances and proceed by designated routes to work areas only assigned to them. The workers shall not be allowed to enter units’ area, tanks area, pump rooms, etc. without work authorization permit.

d) Work activities shall be planned in such a way so as to minimize
the disruption of other activities being carried out in an operational plant / unit and activities of other contractors.

e) The contractor shall submit a list of all chemicals / toxic substances that are intended to be used at site and shall take prior approval of the Owner.

f) Specific training on working in a hydrocarbon plant shall be imparted to the work force and mock drills shall be carried out for Rescue operations / First-Aid measures.

g) Proper barricading / cordonning of the operational units / plants shall be done before starting the construction activities. No unauthorized person shall be allowed to trespass. The height and overall design of the barricading structure shall be finalized in consultation with the Owner and shall be got approved from the Owner.

h) Care shall be taken to prevent hitting underground facilities such as electrical cables, hydrocarbon piping during execution of work.

i) Barricading with water curtain shall be arranged in specific/critical areas where hydrocarbon vapors are likely to be present such as near horton spheres or tanks. Positioning of fire tenders (from owner) shall also be ensured during execution of critical activities.

j) Emergency evacuation plan shall be worked out and all workmen shall be apprised about evacuation routes. Mock drill operations may also be conducted.

k) Flammable gas test shall be conducted prior to any hot work using appropriate measuring instruments. Sewers, drains, vents or any other gas escaping points shall be covered with flame retardant tarpaulin.

l) Respiratory devices shall be kept handy while working in confined zones where there is a danger of inhalation of poisonous gases. Constant monitoring of presence of Gas / Hydrocarbon shall be done.

m) Clearance shall be obtained from all parties before starting hot tapping, patchwork on live lines and work on corroded tank roof.

n) Positive isolation of line/equipment by blinding for welding/cutting/grinding shall be done. Closing of valve will not be considered sufficient for isolation.

o) Welding spatters shall be contained properly and in no case shall be allowed to fall on the ground containing oil. Similar care shall be taken during cutting operations.

p) The vehicles, cranes, engines, etc. shall be fitted with spark arresters
on the exhaust pipe and got it approved from Safety Department of the Owner.

q) Plant air should not be used to clean any part of the body or clothing or use to blow off dirt on the floor.

r) Gas detectors should be installed in gas leakage prone areas as per requirement of Owner's plant operation personnel.

s) An experienced full time safety personnel shall be exclusively deployed to monitor safety aspects in running plants.

t) Standard SOP to be followed while laying new pipeline in existing/common ROU and all safety precaution taken as per requirement.

3.5 HSE PROMOTION

3.5.1 The contractor shall encourage his workforce to promote HSE efforts at workplace by way of organizing workshops / seminars / training programmes, celebrating HSE awareness weeks & National Safety Day, conducting quizzes & essay competitions, distributing pamphlets, posters & material on HSE, providing incentives for maintaining good HSE practices and granting bonus for completing the job without any lost time accident.

3.5.2 The contract employees should be suitably rewarded as per a scheme, with monetary benefits/prizes for proactive actions like timely reporting of the Near miss incidents/ Unsafe conditions/ Unsafe Acts based on the accident potential if it could have occurred

4.0 DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR

4.1 ON AWARD OF CONTRACT

The Contractor shall prior to start of work submit his Health, Safety and Environment Manual of procedure and HSE Plans for approval by OWNER/PMC. The Contractor shall participate in the pre-start meeting with OWNER/PMC to finalize HSE plans including the following.

- Job procedure to be followed by Contractor for activities covering Handling of equipment’s, Scaffolding, Electric Installation, describing the risks involved, actions to be taken and methodology for monitoring each.

- Organizations structure along with responsibility and authority records/ reports etc. on HSE activities.

4.2 DURING JOB EXECUTION

4.2.1 Implement approved Health, Safety and Environment management procedure including but not limited to as brought our under para 3.0. Contractor shall also ensure to:

- Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc. as applicable.
- Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of Chemicals/explosives materials and its use and implement all precautions mentioned therein

- Submit timely the completed check list on HSE activities, Monthly HSE report, accident report, investigation report, etc. as per OWNER requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to OWNER.

- Ensure that resident Engineers/Site-In-Charge of the Contractor shall attend all the Safety Committee/HSE meeting arranged by OWNER only in case of his absence from site, a seconds senior most person shall be nominated by him in advance and communicated to OWNER.

- Display at site office and work locations caution boards, list of hospitals for emergency services available.

- Provided posters, banners, for safe working to promote safety consciousness

- Carryout audits/inspection at sub-Contractor work as per approved HSE documents & submit the reports for OWNER review.

- Assist in HSE audits by OWNER and submit compliance report.

- Generate & submit HSE records/reports as per HSE Plan.

- Appraise OWNER/PMC on HSE activities at site.

5.0 RECORDS

At the minimum, the contractor shall maintain/submit HSE records in the following reporting formats:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HSE Checklist cum compliance report</td>
<td>HSE-1</td>
</tr>
<tr>
<td>2</td>
<td>Accident / Incident Report</td>
<td>HSE-2</td>
</tr>
<tr>
<td>3</td>
<td>Supplementary Accident / Incident Investigation report</td>
<td>HSE-3</td>
</tr>
<tr>
<td>4</td>
<td>Near Miss Incident Report</td>
<td>HSE-4</td>
</tr>
<tr>
<td>5</td>
<td>Monthly HSE Report</td>
<td>HSE-5</td>
</tr>
<tr>
<td>6</td>
<td>Permit for working at height</td>
<td>HSE-6</td>
</tr>
<tr>
<td>7</td>
<td>Permit for working in confined space</td>
<td>HSE-7</td>
</tr>
<tr>
<td>8</td>
<td>Permit for radiation work</td>
<td>HSE-8</td>
</tr>
<tr>
<td>9</td>
<td>Permit for demolishing / dismantling</td>
<td>HSE-9</td>
</tr>
</tbody>
</table>
### A. I.S. CODES ON HSE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP:53</td>
<td>Safety code for the use, Care and protection of hand operated tools.</td>
</tr>
<tr>
<td>IS: 818</td>
<td>Code of practice for safety and health requirements in electric and gas welding and cutting operations.</td>
</tr>
<tr>
<td>IS: 1179</td>
<td>Eye and Face precautions during welding, equipment etc.</td>
</tr>
<tr>
<td>IS: 1860</td>
<td>Safety requirements for use, care and protection of abrasive grinding wheels.</td>
</tr>
<tr>
<td>IS: 1989(Part-I &amp; II)</td>
<td>Leather safety boots and shoes</td>
</tr>
<tr>
<td>IS: 2925</td>
<td>Industrial Safety Helmets</td>
</tr>
<tr>
<td>IS: 3016</td>
<td>Code of practice for fire safety precautions in welding and cutting operations.</td>
</tr>
<tr>
<td>IS: 3764</td>
<td>Code of safety for excavation work</td>
</tr>
<tr>
<td>IS: 3786</td>
<td>Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents.</td>
</tr>
<tr>
<td>IS: 4082</td>
<td>Recommendation on stacking and storage of construction materials and components at site.</td>
</tr>
<tr>
<td>IS: 4770</td>
<td>Rubber gloves for electrical purposes</td>
</tr>
<tr>
<td>IS: 5121</td>
<td>Safety code for piling and other deep foundations</td>
</tr>
<tr>
<td>IS: 5216 (Part-I)</td>
<td>Recommendations on Safety procedures and practices in electrical works</td>
</tr>
<tr>
<td>IS: 5557</td>
<td>Industrial and Safety rubber lined boots.</td>
</tr>
<tr>
<td>IS: 5983</td>
<td>Eye protectors</td>
</tr>
<tr>
<td>IS: 6519</td>
<td>Selection, care and repair of Safety footwear</td>
</tr>
<tr>
<td>IS: 6994 (Part-I)</td>
<td>Industrial Safety Gloves (Leather &amp; Cotton Gloves)</td>
</tr>
<tr>
<td>IS: 7293</td>
<td>Safety Code for working with construction Machinery</td>
</tr>
<tr>
<td>IS: 8519</td>
<td>Guide for selection of industrial safety equipment for body</td>
</tr>
</tbody>
</table>
IS: 9167  Ear protectors
IS: 11006  Flash back arrestor (Flame arrestor)
IS: 11016  General and safety requirements for machine tools and their operation
IS: 11057  Specification for Industrial safety nets
IS: 11226  Leather safety footwear having direct moulded rubber sole
IS: 11972  Code of practice for safety precaution to be taken when entering a sewerage system
IS: 13367  Code of practice-safe use of cranes
IS: 13416  Recommendations for preventive measures against hazards at working place

B. INTERNATIONAL STANDARDS ON HSE

Safety Glasses : ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092, BS 1542, BS 679, DIN 4646 / 58211
Safety Shoes : ANSI Z 41.1, AS 2210, EN 345
Hand Gloves : BS 1651
Ear Muffs : BS 6344, ANSI S 31.9
Hard Hat : ANSI Z 89.1 / 89.2, AS 1808, BS 5240, DIN 4840
Goggles : ANSI Z 87.1
Face Shield : ANSI Z 89.1
Breathing Apparatus : BS 4667, NIOSH
Welding & Cutting : ANSI Z 49.1
Safe handling of compressed Gases in cylinders : P-1 (Compressed Gas Association 1235 Jefferson Davis Highway, Arlington VA 22202 – USA)

C. OISD – 192 – SAFETY PRACTICES DURING CONSTRUCTION
D. OISD – 207 – CONTRACTOR SAFETY
## DETAILS OF FIRST AID BOX

<table>
<thead>
<tr>
<th>SL. NO</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Small size Roller Bandages, 1 inch wide (Finger Dressing small)</td>
<td>6 Pcs.</td>
</tr>
<tr>
<td>2.</td>
<td>Medium size Roller Bandages, 2 inch wide (Hand and Foot Dressing)</td>
<td>6 Pcs.</td>
</tr>
<tr>
<td>3.</td>
<td>Large size Roller Bandages, 4 inch wide (Body Dressing Large)</td>
<td>6 Pcs.</td>
</tr>
<tr>
<td>4.</td>
<td>Large size Burn Dressing (Burn Dressing Large)</td>
<td>4 Pkts.</td>
</tr>
<tr>
<td>5.</td>
<td>Cotton wool (20 gms packing)</td>
<td>4 Pkts.</td>
</tr>
<tr>
<td>6.</td>
<td>Antiseptic Solution Dettol (100 ml.) or Savlon</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>7.</td>
<td>Mercurochrome Solution (100 ml.) 2% in water</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>8.</td>
<td>Ammonia Solution (20 ml.)</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>9.</td>
<td>A Pair of Scissors</td>
<td>1 Piece</td>
</tr>
<tr>
<td>10.</td>
<td>Adhesive Plaster (1.25 cm x 5 m)</td>
<td>1 Spool</td>
</tr>
<tr>
<td>12.</td>
<td>Tourniquet</td>
<td>1 No.</td>
</tr>
<tr>
<td>13.</td>
<td>Safety Pins</td>
<td>1 Dozen</td>
</tr>
<tr>
<td>14.</td>
<td>Tinc. Iodine / Betadin (100 ml.)</td>
<td>1 Bottles</td>
</tr>
<tr>
<td>15.</td>
<td>Ointment for burns (Burnol 20 gms.)</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>16.</td>
<td>Polythene Wash cup for washing eyes</td>
<td>1 No.</td>
</tr>
<tr>
<td>17.</td>
<td>Potassium Permanganate (20 gms.)</td>
<td>1 Pkt.</td>
</tr>
<tr>
<td>18.</td>
<td>Tinc. Benzoine (100 ml.)</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>20.</td>
<td>Band Aid Dressing</td>
<td>5 Pcs.</td>
</tr>
<tr>
<td>21.</td>
<td>Iodex / Moov (25 gms.)</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>22.</td>
<td>Tongue Depressor</td>
<td>1 No.</td>
</tr>
<tr>
<td>23.</td>
<td>Boric Acid Powder (20 gms.)</td>
<td>2 Pkt.</td>
</tr>
<tr>
<td>24.</td>
<td>Sodium Bicarbonate (20 gms.)</td>
<td>1 Pkt.</td>
</tr>
<tr>
<td>25.</td>
<td>Dressing Powder (Nebasulf) (10 gms.)</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>26.</td>
<td>Medicinal Glass</td>
<td>1 No.</td>
</tr>
<tr>
<td>27.</td>
<td>Duster</td>
<td>1 No.</td>
</tr>
<tr>
<td>28.</td>
<td>Booklet (English &amp; Local Language)</td>
<td>1 No. each</td>
</tr>
<tr>
<td>29.</td>
<td>Soap</td>
<td>1 No.</td>
</tr>
<tr>
<td>30.</td>
<td>Toothache Solution</td>
<td>1 No.</td>
</tr>
<tr>
<td>31.</td>
<td>Eye Ointment</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>32.</td>
<td>Vicks (22 gms.)</td>
<td>1 Bottle</td>
</tr>
<tr>
<td>33.</td>
<td>Forceps</td>
<td>1 No.</td>
</tr>
<tr>
<td>34.</td>
<td>Cotton Buds (5 nos.)</td>
<td>1 Pkt.</td>
</tr>
<tr>
<td>35.</td>
<td>Note Book</td>
<td>1 No.</td>
</tr>
<tr>
<td>36.</td>
<td>Splints</td>
<td>4 Nos.</td>
</tr>
<tr>
<td>37.</td>
<td>Lock</td>
<td>1 Piece</td>
</tr>
<tr>
<td>38.</td>
<td>Life Saving/Emergency/Over-the Counter Drugs</td>
<td>As decided at site</td>
</tr>
</tbody>
</table>

Box size: 14" x 12" x 4"

Note: The medicines prescribed above are only indicative. Equivalent medicines can also be used. A prescription, in this regard, shall be required from a qualified Physician.
## TYPE OF FIRES VIS-À-VIS FIRE EXTINGUISHERS

<table>
<thead>
<tr>
<th>Fire</th>
<th>Water</th>
<th>Foam</th>
<th>Fire Extinguishers CO2</th>
<th>Dry Powder</th>
<th>Multi Purpose (ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originated from paper, clothes, wood</td>
<td>✓</td>
<td>✓</td>
<td>Can control minor surface fires</td>
<td>Can control minor surface fires</td>
<td>✓</td>
</tr>
<tr>
<td>Inflammable Liquid like alcohol, diesel, petrol, edible oils, bitumen</td>
<td>✗</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Originated from gases like LPG, CNG, H2</td>
<td>✗</td>
<td>✗</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Electrical Fires</td>
<td>✗</td>
<td>✗</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

Legend: ✓ Can be used
   ✗ Not to be used

Note: Fire extinguishing equipment must be checked at least once a year and after every use by an authorized person. The equipment must have an inspection label on which the next inspection date is given. Type of extinguisher shall clearly be marked on it.
ANNEXURE – D

Indicative List of Statutory Acts & Rules Relating to HSE

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules
- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules.
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of service) Act
- Other statutory acts Like EPF, ESIS, Minimum Wage Act.
## ANNEXURE – E

### CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TYPE OF HAZARD</th>
<th>EFFECT OF HAZARD</th>
<th>PREVENTIVE MEASURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) EXCAVATION</td>
<td></td>
<td></td>
<td>✚ Provide guard rails/barricade with warning signal.</td>
</tr>
<tr>
<td>Pit Excavation up</td>
<td>✚ Falling into pit</td>
<td>✚ Personal injury</td>
<td>✚ Provide at least two entries/exits.</td>
</tr>
<tr>
<td>to 3.0m</td>
<td></td>
<td></td>
<td>✚ Provide escape ladders.</td>
</tr>
<tr>
<td></td>
<td>✚ Earth Collapse</td>
<td>✚ Suffocation / Breathlessness</td>
<td>✚ Provide suitable size of shoring and strutting, if required.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Buried</td>
<td>✚ Keep soil heaps away from the edge equivalent to 1.5m or depth of pit whichever is more.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>✚ Don’t allow vehicles to operate too close to excavated areas. Maintain at least 2m distance from edge of cut.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>✚ Maintain sufficient angle of repose. Provide slope not less than 1:1 and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>✚ Battering/benching the sides.</td>
</tr>
<tr>
<td></td>
<td>✚ Contact with buried electric</td>
<td>✚ Electrocution</td>
<td>✚ Obtain permission from competent authorities, prior to excavation, if required.</td>
</tr>
<tr>
<td></td>
<td>cables</td>
<td>✚ Explosion</td>
<td>✚ Locate the position of buried utilities by referring to plant drawings.</td>
</tr>
<tr>
<td></td>
<td>✚ Gas/ Oil Pipelines</td>
<td></td>
<td>✚ Start digging manually to locate the exact position of buried utilities and thereafter use</td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
</tr>
<tr>
<td>----------</td>
<td>----------------</td>
<td>----------------</td>
<td>---------------------</td>
</tr>
<tr>
<td></td>
<td>Scattering of stone pieces in atmosphere</td>
<td>Can hurt people</td>
<td>Use PPE like goggles, face mask, helmets etc.</td>
</tr>
<tr>
<td>Rock excavating by blasting (Contd)</td>
<td>Entrapping of persons/animals.</td>
<td>May cause severe injuries or prove fatal</td>
<td>Barricade the area with red flags and blow siren before blasting.</td>
</tr>
<tr>
<td></td>
<td>Misfire</td>
<td>May explode suddenly</td>
<td>Do not return to site for at least 20 minutes or unless announced safe by designated person.</td>
</tr>
<tr>
<td>Piling Work</td>
<td>Failure of pile-driving equipment</td>
<td>Can hurt people</td>
<td>inspect Piling rigs and pulley blocks before the beginning of each shift.</td>
</tr>
<tr>
<td></td>
<td>Noise pollution</td>
<td>Can cause deafness and psychological imbalance</td>
<td>Use personal protective equipments like ear plugs, muffs, etc.</td>
</tr>
<tr>
<td></td>
<td>Extruding rods / casing</td>
<td>Can hurt people</td>
<td>Barricade the area an install sign boards Provide first-aid</td>
</tr>
<tr>
<td></td>
<td>Working in the vicinity of ‘Live-Electricity’</td>
<td>Can cause electrocution / asphyxiation</td>
<td>Keep sufficient distance from Live-Electricity as per IS code. Shut off the supply, if possible Provide artificial/rescue breathing to he injured.</td>
</tr>
<tr>
<td>(B) CONCRETING</td>
<td>Air pollution by cement</td>
<td>May affect Respiratory System</td>
<td>Wear respirators or cover mouth and nose with wet cloth.</td>
</tr>
<tr>
<td></td>
<td>Handling of ingredients</td>
<td>Hand’s may get injured</td>
<td>Use gloves and other PPE.</td>
</tr>
<tr>
<td></td>
<td>Protruding reinforcement rods.</td>
<td>Feet may get injured</td>
<td>Use Safety shoes. Provide platform above reinforcement for movement of workers.</td>
</tr>
<tr>
<td></td>
<td>Earthing of electrical mixers</td>
<td>Can cause electrocution / asphyxiation</td>
<td>Ensure earthing of equipments and proper functioning of</td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------------</td>
<td>--------------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>vibrators, etc. not done</td>
<td></td>
<td>electrical circuit before commencement of work.</td>
</tr>
<tr>
<td></td>
<td> Falling of materials from height</td>
<td> Persons may get injured</td>
<td> Use hard hats  Remove surplus material immediately from work place  Ensure lighting arrangements during night hours.</td>
</tr>
<tr>
<td></td>
<td> Continuous pouring by same gang</td>
<td> Cause tiredness of workers and may lead to accident.</td>
<td> Insist on shift pattern  Provide adequate rest to workers between subsequent pours.</td>
</tr>
<tr>
<td></td>
<td> Revolving or concrete mixer/ vibrators</td>
<td> Parts of body or clothes may get entrapped.</td>
<td> Allow only mixers with hopper  Provide safety cages around moving motors  Ensure proper mechanical locking of vibrator</td>
</tr>
<tr>
<td>Super-structure</td>
<td>Same as above plus</td>
<td> Shuttering / props may collapse and prove fatal</td>
<td> Avoid excessive stacking on shuttering material  Check the design and strength of shuttering material before commencement of work  Rectify immediately the deflection noted during concreting</td>
</tr>
<tr>
<td></td>
<td> Deflection in props or shuttering material</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td> Passage to work place</td>
<td> Improperly tied and designed props / planks may collapse</td>
<td> Ensure the stability and strength of passage before commencement of work  Do not overload and under the passage.</td>
</tr>
<tr>
<td>(C) REINFORCEMENT</td>
<td> Curtailment and binding of rods</td>
<td> Persons may get injured</td>
<td> Use PPE like gloves, shoes, helmets, etc.  Avoid usage of shift tools</td>
</tr>
<tr>
<td></td>
<td> Carrying of rods for short distance/ at</td>
<td> Workers may injure their hands and shoulders</td>
<td> Provide suitable pads on shoulders and use safety</td>
</tr>
</tbody>
</table>

GAIL (India) Limited
Engg. Cell
HEALTH, SAFETY AND ENVIRONMENT
(HSE) MANAGEMENT

Document No. S-15-02-001
Rev.-1

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<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TYPE OF HAZARD</th>
<th>EFFECT OF HAZARD</th>
<th>PREVENTIVE MEASURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>heights</td>
<td>- Checking of clear distance/ cover with hands</td>
<td>- Rods may cut or injure the finger</td>
<td>- Use measuring devices tape, measuring rods, etc.</td>
</tr>
<tr>
<td></td>
<td>- Hitting projected rods and standing on cantilever rods</td>
<td>- Persons may get injured and fall down</td>
<td>- Use safety shoes and avoid standing unnecessarily on cantilever rods</td>
</tr>
<tr>
<td></td>
<td>- Falling of material from height</td>
<td>- May prove fatal</td>
<td>- Use helmets</td>
</tr>
<tr>
<td></td>
<td>- Transportation of rods by trucks / trailers</td>
<td>- Protruded rods may hit the persons</td>
<td>- Use red flags/lights at the ends</td>
</tr>
<tr>
<td></td>
<td>(D) WELDING AND GAS CUTTING</td>
<td></td>
<td>- Do not protrude the rods in front of or by the side of driver’s cabin</td>
</tr>
<tr>
<td></td>
<td>- Welding radiates invisible ultraviolet and infrared says</td>
<td>- Radiation can damage eyes and skin.</td>
<td>- Avoid throated tungsten electrodes for GTAW</td>
</tr>
<tr>
<td></td>
<td>- Improper placement of oxygen and acetylene cylinders</td>
<td>- Explosion may occur</td>
<td>- Use specified shielding devices and other PPE of correct specifications</td>
</tr>
<tr>
<td></td>
<td>- Leakage / cuts in hoses</td>
<td>- May cause fire</td>
<td>- Never use grease or</td>
</tr>
</tbody>
</table>

**Preventive Measures:**
- Use helmets
- Provide safety nets
- Use specified shielding devices and other PPE of correct specifications
- Avoid throated tungsten electrodes for GTAW.
- Move out any leaking cylinder
- Keep cylinder in vertical position
- Use trolley for transportation of cylinders and chain them
- Use flash back arrestors
- Never use grease or
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TYPE OF HAZARD</th>
<th>EFFECT OF HAZARD</th>
<th>PREVENTIVE MEASURES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>oil on oxygen line connections and copper fittings on acetylene lines</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Inspect regularly gas carrying hoses</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Always use red hose for acetylene &amp; other fuel gases and black for oxygen.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cylinder may burst</td>
<td>Always stand back from the regulator while opening the cylinder</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Turn valve slowly to avoid bursting</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Cover the lug terminals to prevent short circuiting.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Explosion may occur</td>
<td>Empty &amp; purge them before welding</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Never attach the ground cable to tanks, container or pipe storing flammable liquids</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Never use LPG for gas cutting</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E) RADIOGRAPHY</td>
<td></td>
<td>Radiations may react with the skin and can cause cancer, skin irritation, dermatitis, etc.</td>
<td>Ensure safety regulations as per BARC/AERB before commencement of job.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Cordon off the area and install Radiation warning symbols</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Restrict the entry of unauthorized persons</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Wear appropriate PPE and film badges issued by BARC/AERB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Same as above</td>
<td>Never touch or handle radiography source with hands</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Store radiography source inside a pit in an exclusive isolated</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
</tr>
<tr>
<td>----------</td>
<td>----------------</td>
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<td>---------------------</td>
</tr>
<tr>
<td></td>
<td>storage room with lock and key arrangement. The pit should be approved by BARC/AERB</td>
<td></td>
<td>Radiography source should never be carried either in passenger bus or in a passenger compartment of trains.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BARC/AERB have to be informed before source movement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Permission from Director General of Civil Aviation is required for booking radio isotopes with airlines.</td>
</tr>
<tr>
<td>Loss of Radio isotope</td>
<td>Same as above</td>
<td>Use rubberized hand gloves and other PPE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Try to locate with the help of Survey Meter.</td>
<td></td>
<td>Inform BARC/AERB(*)</td>
</tr>
<tr>
<td></td>
<td>Inform BARC/AERB(*)</td>
<td></td>
<td>(*) Atomic Energy Regulatory Board (AERB), Bhabha Atomic Research Centre (BARC) Anushaktinagar, Mumbai – 400 094</td>
</tr>
<tr>
<td>(F) ELECTRICAL INSTALLATION AND USAGE</td>
<td>Short circuiting</td>
<td>Can cause Electrocution or Fire</td>
<td>Use one socket for one appliance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ensure usage of only fully insulated wires or cables</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Don’t place bare wire ends in a socket</td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------------------------------</td>
<td>------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>➢ Overloading of Electrical System</td>
<td>➢ Bursting of system can occur which leads to fire</td>
<td>➢ Display voltage and current ratings prominently with ‘Danger’ signs. ➢ Ensure approved cable size, voltage grade and type. ➢ Switch off the electrical utilities when not in use. ➢ Do not allow unauthorized connections. ➢ Ensure proper grid wise distribution of Power.</td>
<td></td>
</tr>
<tr>
<td>➢ Improper laying of overhead and underground transmission lines / cables</td>
<td>➢ Can cause electrocution and prove fatal</td>
<td>➢ Do not lay unarmored cable directly on ground, wall, roof of trees ➢ Maintain at least 3m distance from HT cables ➢ All temporary cables should be laid at least 750 mm below ground on 100 mm</td>
<td></td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
</tr>
<tr>
<td>----------</td>
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<td>-----------------</td>
<td>---------------------</td>
</tr>
</tbody>
</table>
| (G) FIRE PREVENTION AND PROTECTION | ➢ Small fires can become big ones and may spread to the surrounding areas | ➢ Cause burn injuries and may prove fatal. | ➢ In case a fire breaks out, press fire alarm system and shout “Fire, Fire”  
➢ Keep buckets full of sand & water/fire extinguishing equipment near hazardous locations  
➢ Confine smoking to ‘Smoking Zones’ only  
➢ Train people for using specific type of fire equipments under different classes of fire  
➢ Keep fire doors/shutters, passages and exit doors unobstructed  
➢ Maintain good housekeeping and first-aid boxes (for detail refer Annex-2)  
➢ Don’t obstruct access to Fire extinguishers  
➢ Do not use elevators for evacuation during fire  
➢ Maintain lightening arrestors for elevated structures  
➢ Stop all electrical motors with internal combustion.  
➢ Move the vehicles from dangerous locations |
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TYPE OF HAZARD</th>
<th>EFFECT OF HAZARD</th>
<th>PREVENTIVE MEASURES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Remove the load hanging from the crane booms.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Remain out of the danger areas.</td>
</tr>
<tr>
<td></td>
<td>Improper selection of Fire Extinguisher</td>
<td>It may not extinguish the fire</td>
<td>Ensure usage of correct fire extinguisher meant for the specified fire (for details refer Annexure-C)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Do not attempt to extinguish Oil and electric fires with water. Use foam cylinders/CO₂/sand or earth.</td>
</tr>
<tr>
<td></td>
<td>Improper storage of highly inflammable substances</td>
<td>Same as above</td>
<td>Maintain safe distance of flammable substances from source of ignition</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Restrict the distribution of flammable materials to only min. necessary amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Construct specifically designed fuel storage facilities</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Keep chemicals in cool and dry place away from hat. Ensure adequate ventilation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Before welding operation, remove or shield the flammable material properly</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Store flammable materials in stable racks, correctly labeled preferably with catchments trays.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wipe off the spills immediately</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wipe off the spills immediately</td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------------------------------------------</td>
<td>----------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Short circuiting of electrical system</td>
<td>Same as above</td>
<td>Don’t lay wires under carpets, mats or door ways</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Can cause Electrocution</td>
<td>Use one socket for one appliance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Use only fully insulated wires or cables</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Do not allow open/bare connections</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Provide all connections through ELCB</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ensure earthing of machineries and equipments</td>
</tr>
<tr>
<td>(H) VEHICULAR MOVEMENT</td>
<td>Crossing the Speed Limits (Rash driving)</td>
<td>Personal injury</td>
<td>Obey speed limits and traffic rules strictly</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Always expect the unexpected and be a defensive drive</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Use seat belts/helmets</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Blow horn at intersections and during overtaking operations.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maintain the vehicle in good condition</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Do not overtake on curves, bridges and slopes</td>
</tr>
<tr>
<td></td>
<td>Adverse weather condition</td>
<td>Same as above</td>
<td>Read the road ahead and ride to the left</td>
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<td></td>
<td>Keep the wind screen and lights clean</td>
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<td>Do not turn at speed</td>
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<td></td>
<td>Recognize the hazard, understand the defense and act correctly in time.</td>
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<tr>
<td></td>
<td>Consuming alcohol before and during he</td>
<td>Same as above</td>
<td>Alcohol and driving do not mix well.</td>
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<td></td>
<td></td>
<td></td>
<td>Either choose</td>
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<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
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</tr>
<tr>
<td>driving operation</td>
<td>alcohol or driving.</td>
<td></td>
<td>➢ If you have a choice between hitting a fixed object or an oncoming vehicle, hit the fixed object.</td>
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<td>➢ Quit the steering at once and become a passenger. Otherwise take sufficient rest and then drive.</td>
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<td>➢ Do not force the driver to drive fast and round the clock</td>
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<td>➢ Do not day dram while driving</td>
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<tr>
<td>Falling objects / Mechanical failure</td>
<td>May prove fatal</td>
<td></td>
<td>➢ Ensure effective braking system, adequate visibility for the drives, reverse warning alarm.</td>
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<td></td>
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<td></td>
<td>➢ Proper maintenance of the vehicle as per manufacturer instructions</td>
</tr>
<tr>
<td>(I) PROOF TESTING</td>
<td>Bursting of piping</td>
<td>May cause injury and prove fatal</td>
<td>➢ Prepare test procedure &amp; obtain CONSULTANT/Owner’s approval</td>
</tr>
<tr>
<td>(HYDROSTATIC/ PNEUMATIC TESTING)</td>
<td>Collapse of tanks</td>
<td></td>
<td>➢ Provide separate gauge for pressurizing pump and piping/equipment</td>
</tr>
<tr>
<td></td>
<td>Tanks flying off</td>
<td></td>
<td>➢ Check the calibration status of all pressure gauges, dead weight testers and temperature recorders</td>
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<td></td>
<td></td>
<td></td>
<td>➢ Take dial readings at suitable defined intervals and ensure most of them fall between 40-60% of the gauge scale range</td>
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<td>➢ Provide safety relief valve (set at</td>
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<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
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<td>pressure slightly higher than test pressure) while testing with air/nitrogen</td>
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<td>➢ Ensure necessary precautions, stepwise increase in pressure, tightening of bolts/ nuts, grouting, etc. before and during testing</td>
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<td>➢ Keep the vents open before opening any valve while draining out of water used for hydro testing of tanks</td>
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<td>➢ Pneumatic testing involves the hazard of released energy shored in compressed gas. Specific care must therefore be taken to minimize the chance of brittle failure during a pneumatic leak test. Test temperature is important in this regard and must be considered when the designer chooses the material of construction</td>
</tr>
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<td>➢ A pressure relief device shall be provided, having a set pressure not higher than the test pressure plus the lesser of 345 KPa (50 psi) or 10% of the test pressure. The gas used as test fluid, if not air, shall be nonflammable and nontoxic.</td>
</tr>
<tr>
<td>(J) WORKING AT HEIGHTS</td>
<td>➢ Person can fall down</td>
<td>➢ May sustain severe injuries or</td>
<td>➢ Provide guard rails/barricade at the</td>
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<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
<td>EFFECT OF HAZARD</td>
<td>PREVENTIVE MEASURES</td>
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<tr>
<td></td>
<td></td>
<td>prove fatal</td>
<td>work place</td>
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<td>➢ Use PPE like safety belts, full body harness, life line, helmets, safety shoes, etc.</td>
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<td>➢ Obtain a permit before starting the work at height above 3 meters</td>
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<td>➢ Fall arrest systems like safety nets, etc. must be installed</td>
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<td>➢ Provide adequate working space (min. 0.6 m)</td>
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<td>➢ Tie/weld working platform with fixed support</td>
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<td>➢ Use roof top walk ladder while working on a slopping roofs</td>
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<td>➢ Avoid movement on beams</td>
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<td>➢ Keep the work place neat and clean</td>
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<td>➢ Remove the scrap immediately</td>
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<td>May hit the scrap / material stacked at the ground or in between</td>
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<td></td>
<td>➢ Material can fall down</td>
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<td></td>
<td></td>
<td>May hit the workers working at lower levels and prove fatal.</td>
<td>➢ Same as above plus</td>
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<td>➢ Do not throw or drop material or equipment from height</td>
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<td>➢ All tools to be carried in a toolkit bags or on working uniform</td>
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<td>➢ Remove scrap from the planks</td>
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<td>➢ Ensure wearing of helmet by the workers at low level</td>
</tr>
<tr>
<td>(K) CONFINED SPACES</td>
<td>Suffocation / drowning</td>
<td>Unconsciousness, death</td>
<td>➢ Use respiratory devices, if required</td>
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<td>➢ Avoid over crowding inside a confined space</td>
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<td>➢ Provide Exhaust Fans for ventilation</td>
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<td>➢ Do not wear loose clothes, neck ties,</td>
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<td>PREVENTIVE MEASURES</td>
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<td></td>
<td>Presence of foul smell and toxic substances</td>
<td>Inhalation can pose threat to life.</td>
<td>Same as above plus Check for hydrocarbon and Aromatic compounds before entering a confined space Depute one person outside the confined space for continuous monitoring and for extending help in case of an emergency</td>
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<td>Ignition / flame can cause fire</td>
<td>Person may sustain burn injuries or explosion may occur</td>
<td>Keep fire extinguishers at a hand distance Remove surplus material and scrap immediately Do not smoke inside a confined space Do not allow gas cylinders inside a confined space Use low voltage (24V) lamps for lighting Use tools with air motors or electric tools with max.</td>
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<tr>
<td></td>
<td>etc.</td>
<td></td>
<td>Fill conditions of the permit. Check for presence of hydrocarbons, O&lt;sub&gt;2&lt;/sub&gt; level Obtain work permit before entering a confined space Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange</td>
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<td>Check for presence of hydrocarbons, O&lt;sub&gt;2&lt;/sub&gt; level Obtain work permit before entering a confined space Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange</td>
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<tr>
<td>(L) HANDLING AND LIFTING</td>
<td>Failure of load lifting and moving</td>
<td>Can cause accident and prove fatal</td>
<td>Avoid standing under the lifted load and within the operating radius of cranes  Check periodically oil, brakes, gears, horns and tyre pressure of all moving machinery  Check quality, size and condition of all chain pulley blocks, slings, U-clamps, D-shackles, wire ropes, etc.  Allow crane to move only on hard, firm and leveled ground  Allow lifting slings as short as possible and check gunny packings at the friction points  Do not allow crane to tilt its boom while moving  Install Safe Load Indicator  Ensure certification by applicable authority.</td>
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<tr>
<td>EQUIPMENTS</td>
<td>equipment</td>
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<td></td>
<td>Overloading of lifting equipments</td>
<td>Can cause electrocution and fire</td>
<td>Safe lifting capacity of derricks and winches written on them shall be got verified.  The max safe working load shall be marked on all lifting equipments  Check the weight of columns and other heavy items painted on them and accordingly decide about the crane</td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>TYPE OF HAZARD</td>
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<td>PREVENTIVE MEASURES</td>
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<td></td>
<td></td>
<td>Capacity, boom and angle of erection</td>
<td>Allow only trained operators and riggers during crane operation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Can cause electrocution and fire</td>
<td>Do not allow boom or other parts of crane to come within 3 m reach of overhead HT cables</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Person may sustain severe injuries and prove fatal</td>
<td>Provide guard rails for working at height</td>
</tr>
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<td></td>
<td></td>
<td>Same as above</td>
<td>Inspect visually all scaffolding materials for stability and anchoring with permanent structures</td>
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<tr>
<td></td>
<td></td>
<td>Person can fall down</td>
<td>Face ladder while climbing and use both hands</td>
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<td></td>
<td></td>
<td>Person can fall down</td>
<td>Ladders shall extend about 1 m above landing for easy access and tying up purpose</td>
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<td></td>
<td></td>
<td>Person may sustain severe injuries and prove fatal</td>
<td>Do not place ladders against movable objects and maintain base at ¼ unit of the working length of the ladder</td>
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<td></td>
<td></td>
<td>Same as above</td>
<td>Suspended scaffolds shall not be less than 500 mm wide and tied properly with ropes</td>
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<td></td>
<td>Same as above</td>
<td>No loose planks shall be allowed</td>
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<td></td>
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<td>Same as above</td>
<td>Use PPE, like helmets, safety shoes, etc.</td>
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<td></td>
<td></td>
<td>Same as above</td>
<td>Design scaffolding</td>
</tr>
</tbody>
</table>

<p>| (M) SCAFFOLDING, FORMWORK AND LADDERS | Overhead electrical wires | Can cause electrocution and fire | Do not allow boom or other parts of crane to come within 3 m reach of overhead HT cables |
| (M) SCAFFOLDING, FORMWORK AND LADDERS | Overhead electrical wires | Do not allow boom or other parts of crane to come within 3 m reach of overhead HT cables |
| (M) SCAFFOLDING, FORMWORK AND LADDERS | Overhead electrical wires | Do not allow boom or other parts of crane to come within 3 m reach of overhead HT cables |</p>
<table>
<thead>
<tr>
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<th>EFFECT OF HAZARD</th>
<th>PREVENTIVE MEASURES</th>
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<tr>
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<td>for max. load carrying capacity</td>
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<td>➢ Scaffolding planks shall not be less than 50x250 mm full thickness lumber or equivalent. These shall be cleared or secured and must extend over the end supports by at least 150mm and not more that 300 mm</td>
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<td></td>
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<td>➢ Don’t overload the scaffolds</td>
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<td>➢ Do not splice short ladders to make a longer one. Vertical ladders shall not exceed 6m.</td>
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<tr>
<td></td>
<td>➢ Material can fall down</td>
<td>➢ Persons working at lower level gets injured.</td>
<td>➢ Remove excess material and scrap immediately</td>
</tr>
<tr>
<td></td>
<td>➢ Personal negligence and danger of fall</td>
<td>➢ Can cause injury or casualty</td>
<td>➢ Do not take rest inside rooms built for welding machines or electrical distribution system</td>
</tr>
<tr>
<td></td>
<td>➢ Lifting / slipping of</td>
<td>➢ Same as above</td>
<td>➢ Avoid walking on beams at height</td>
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<td></td>
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<td></td>
<td>➢ Wear helmet with chin strap and safety belts when working at height</td>
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<td>➢ Use hand gloves and goggles during grinding operations</td>
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<td>➢ Cover or mark the sharp and projected edges</td>
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<td>➢ Do not stand within the operating radius of cranes</td>
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<td></td>
<td>➢ Do not stand under the lifted load</td>
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<td>ACTIVITY</td>
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<td>PREVENTIVE MEASURES</td>
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<tr>
<td></td>
<td>material</td>
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<td>Stack properly all the materials. Avoid slippage during handling</td>
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<td></td>
<td>Control longer pieces lifted up by cranes from both ends</td>
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<td>Remove loose materials from height</td>
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<td>Ensure tightening of all nuts and bolts</td>
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<tr>
<td>(O) PIPELINE WORKS</td>
<td>Erection / lowering failure</td>
<td>Can cause injury</td>
<td>Do not stand under the lifted Load</td>
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<tr>
<td></td>
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<td></td>
<td>Do not allow any person to come within the radii of the side boom handling pipes</td>
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<td>Check the load carrying capacity of the lifting tools and tackles</td>
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<td>Use safe Load Indicators</td>
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<td></td>
<td>Use appropriate PPEs</td>
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<td></td>
<td>Other</td>
<td>Same as above</td>
<td>Wear gum boots in marshy areas</td>
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<td>Allow only one person to perform signaling operations while lowering of pipes</td>
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<td>Provide night caps on pipes</td>
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<td>Provide end covers on pipes for stoppage of pigs while testing/cleaning operations.</td>
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</table>
HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)

Project:_____________________  Contractor:__________________
Date:______________________   Owner: ____________________
Inspection By_______________   Report No:__________________
Frequency :     Fortnightly    Job No:____________________

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>ITEM</th>
<th>YES</th>
<th>NO</th>
<th>REMARKS</th>
<th>ACTION</th>
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<tbody>
<tr>
<td>1</td>
<td>HOUSEKEEPING</td>
<td></td>
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<tr>
<td>a)</td>
<td>Waste containers provided and used</td>
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<td>b)</td>
<td>Sanitary facilities adequate and clean</td>
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<td>c)</td>
<td>Passageways and Walkways clear</td>
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<tr>
<td>d)</td>
<td>General neatness of working areas</td>
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<td>e)</td>
<td>Others</td>
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<td>2</td>
<td>PERSONNEL PROTECTIVE EQUIPMENT</td>
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<tr>
<td>a)</td>
<td>Goggles; Shields</td>
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<td>b)</td>
<td>Face protection</td>
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<tr>
<td>c)</td>
<td>Hearing protection</td>
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<tr>
<td>d)</td>
<td>Safety shoes</td>
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<td>e)</td>
<td>Hand protection</td>
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<td>f)</td>
<td>Respiratory Masks etc.</td>
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<td>g)</td>
<td>Safety Belts</td>
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<td>h)</td>
<td>Safety Helmet/Hard Hat</td>
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<td>i)</td>
<td>Others</td>
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<td>3</td>
<td>EXCAVATIONS/OPENINGS</td>
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<tr>
<td>a)</td>
<td>Openings properly covered or barricaded</td>
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<tr>
<td>b)</td>
<td>Excavations shored</td>
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<td>c)</td>
<td>Excavations barricaded</td>
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<td>d)</td>
<td>Overnight lighting provided</td>
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<td>e)</td>
<td>Others</td>
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<tr>
<td>4</td>
<td>WELDING &amp; GAS CUTTING</td>
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<td>a)</td>
<td>Gas cylinders chained upright</td>
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<tr>
<td>b)</td>
<td>Cables and hoses not obstructing</td>
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<tr>
<td>c)</td>
<td>Screens or shields used</td>
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<tr>
<td>d)</td>
<td>Flammable materials protected</td>
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<tr>
<td>e)</td>
<td>Fire extinguisher(s) accessible</td>
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<td>f)</td>
<td>Others</td>
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<td>5</td>
<td>SCAFFOLDING</td>
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<tr>
<td>a)</td>
<td>Fully decked platforms</td>
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<td>b)</td>
<td>Guard and intermediate rails in place</td>
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<td>SL. NO.</td>
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<tr>
<td>c)</td>
<td>Toe boards in place</td>
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<td>d)</td>
<td>Adequate shoring</td>
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<td>Adequate access</td>
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<td>Others</td>
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<td>LADDERS</td>
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<td>a)</td>
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<td>b)</td>
<td>Top of landing</td>
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<tr>
<td>c)</td>
<td>Properly secured</td>
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<td>d)</td>
<td>Angle + 70 from horizontal</td>
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<td>e)</td>
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<td>Condition of cables and sheaves OK</td>
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<td>Condition of slings, chains, hooks and eyes OK</td>
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<tr>
<td>c)</td>
<td>Inspection and maintenance logs maintained</td>
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<td>d)</td>
<td>Outriggers used</td>
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<td>e)</td>
<td>Signs/barricades provided</td>
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<td>f)</td>
<td>Signals observed and understood</td>
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<td>g)</td>
<td>Qualified operators</td>
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<td>h)</td>
<td>Others</td>
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<td>Safety devices</td>
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<td>Proper cords</td>
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<tr>
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<td>Licensed drivers</td>
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<td>Fire extinguishers provided</td>
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<tr>
<td>c)</td>
<td>Fire-aid equipment available</td>
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<td>Secured against storm damage</td>
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<td>e)</td>
<td>General neatness</td>
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<td>f)</td>
<td>In accordance with electrical requirements</td>
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<td>Others</td>
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<td>FIRE PREVENTION</td>
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<td>Personnel instructed</td>
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<td>Fire extinguishers checked</td>
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<td>No smoking in Prohibited Areas</td>
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<td>d)</td>
<td>Hydrants Clear</td>
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<td>REMARKS</td>
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<td>Use of 3-core armoured cables</td>
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<td>b)</td>
<td>Usage of 'All insulated' or 'double insulated' electrical tools</td>
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<tr>
<td>c)</td>
<td>All electrical connection are routed through ELCB</td>
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<td>d)</td>
<td>Natural Earthing at the source of power (main DB)</td>
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<tr>
<td>e)</td>
<td>Continuity and tightness of earth conductor</td>
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<td>f)</td>
<td>Covering of junction boxes, panels and other energized wiring places</td>
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<td>g)</td>
<td>Ground fault circuit interrupters provided</td>
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<td>h)</td>
<td>Prevention of tripping hazards</td>
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<tr>
<td>i)</td>
<td>Others</td>
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<td><strong>HANDLING AND STORAGE OF MATERIALS</strong></td>
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<td>Properly stored or stacked</td>
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<tr>
<td>b)</td>
<td>Passageways clear</td>
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<tr>
<td>c)</td>
<td>Others</td>
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<td>14</td>
<td><strong>FLAMMABLE GASES AND LIQUIDS</strong></td>
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<tr>
<td>a)</td>
<td>Containers clearly identified</td>
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<td>b)</td>
<td>Proper storage</td>
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<tr>
<td>c)</td>
<td>Fire extinguishers nearby</td>
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<td></td>
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<tr>
<td>d)</td>
<td>Others</td>
<td></td>
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<td>15</td>
<td><strong>WORKING AT HEIGHT</strong></td>
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<td>a)</td>
<td>Erection plan and work permit obtained</td>
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<tr>
<td>b)</td>
<td>Safety nets</td>
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<tr>
<td>c)</td>
<td>Full body harness and lanyards; chute lines</td>
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<tr>
<td>d)</td>
<td>Health Check record available for workers going</td>
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<tr>
<td>e)</td>
<td>Others</td>
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<td>16</td>
<td><strong>CONFINED SPACE</strong></td>
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<tr>
<td>a)</td>
<td>Work permit obtained</td>
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<tr>
<td>b)</td>
<td>Test for toxic gas and sufficient availability of oxygen conducted</td>
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<td>c)</td>
<td>At least one person outside the confined space for monitoring deputed</td>
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<tr>
<td>d)</td>
<td>Availability of sufficient means of entry, exit and ventilation</td>
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<tr>
<td>e)</td>
<td>Fire extinguishers and first-aid facility ensured</td>
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<tr>
<td>f)</td>
<td>Lighting provision made by using 24V lamps</td>
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<td>g)</td>
<td>Proper usage of PPEs ensured</td>
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<td><strong>RADIOGRAPHY</strong></td>
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<td>a)</td>
<td>Proper storage and handling of source as per BARC / AREB guidelines</td>
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<td>b)</td>
<td>Working permit obtained</td>
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<tr>
<td>c)</td>
<td>Cordonning of the area done</td>
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<td>REMARKS</td>
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<tr>
<td>d)</td>
<td>Use of appropriate PPE's ensured</td>
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<tr>
<td>e)</td>
<td>Proper training to workers/supervisors imparted</td>
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<td>f)</td>
<td>Minimum occupancy of workplace ensured</td>
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<td>18</td>
<td><strong>HEALTH CHECKS</strong></td>
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</tbody>
</table>
| a)     | Workers medically examined and found to fit for working:  
         i) At heights  
         ii) In confined space. |     |    |         |        |
| b)     | Availability of First-aid facilities |     |    |         |        |
| c)     | Proper sanitation at site, office and labour camps |     |    |         |        |
| d)     | Arrangement of medical facilities |     |    |         |        |
| e)     | Measures for dealing with illness |     |    |         |        |
| f)     | Availability of Portable drinking water for workmen & |     |    |         |        |
| g)     | Provision of crèches for children |     |    |         |        |
| h)     | Stand by vehicle available for evacuation of |     |    |         |        |
| 19     | **ENVIRONMENT** |     |    |         |        |
| a)     | Chemical and other effluents properly disposed |     |    |         |        |
| b)     | Cleaning liquid of pipes disposed off properly |     |    |         |        |
| c)     | Seawater used for hydro-testing disposed off as per agreed procedure |     |    |         |        |
| d)     | Lubricant Waste/Engine oils properly disposed |     |    |         |        |
| e)     | Waste from Canteen, offices, sanitation etc. disposed properly |     |    |         |        |
| f)     | Disposal of surplus earth, stripping materials, oily rags and combustible materials done |     |    |         |        |
| g)     | Green belt protection |     |    |         |        |

Note: write ‘NA’ wherever the item is not applicable

Signature of Resident Engineer with Seal
ACCIDENT / INCIDENT REPORT
(To be submitted by Contractor after every Accident / Incident within 24 hours)

Report No: __________
Date: __________

Name of Site:- __________________________
CONTRACTOR_____________________

Type of Accident / Incident : ☐ Fatal ☐ Other Lost Time ☐ Non Loss Time ☐ First-Aid case ☐

NAME OF THE INJURED………………………………………………………………………………
AGE ………………………………………………………………………………………………………
FATHER’S NAME………………………………………………………………………………………
SUB-CONTRACTOR M/S………………………………………………………………………………..
DATE & TIME OF ACCIDENT………………………………………………………………………….
LOCATION ……………………………………………………………………………………………

BRIEF DESCRIPTION OF ACCIDENT

CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

MEDICAL AID PROVIDED/ACTIONS TAKEN

INTIMATION TO LOCAL AUTHORITIES (IF APPLICABLE)

DATE: __________________________
SIGNATURE OF CONTRACTOR
WITH SEAL

To : OWNER……………………………..
1 COPY

RCM/SITE-IN-CHARGE 3 COPIES

Divisional Head (Constrn.) through RCM
Project Manager PMC, through RCM
SUPPLEMENTARY ACCIDENT / INCIDENT INVESTIGATION REPORT
Supplementary to Report No: _________(Copy enclosed)

Project: ___________________________  Site: ___________________________
Name of Work: _____________________  Date: ___________________________
Contractor: ________________________  Work Order / LOI No.: ____________

NAME OF THE INJURED………………………………………………………………………………
AGE ……………………………………………………………………………………………………….
FATHER’S NAME………………………………………………………………………………………
SUB-CONTRACTOR M/S………………………………………………………………………………..
DATE & TIME OF ACCIDENT………………………………………………………………………….
LOCATION ……………………………………………………………………………………………

BRIEF DESCRIPTION OF ACCIDENT

NATURAL OF INJURY/DAMAGE

COMMENTS FROM MEDICAL PRACTITIONER WHO ATTENDED THE VICTIM/INJURED

SUGGESTED IMPROVEMENT IN THE WORKING CONDITION IF ANY

LOSS OF MANHOURS AND IMPACT ON SITE WORKS

ANY OTHER COMMENT BY SAFETY OFFICER.

DATE:        SIGNATURE OF CONTRACTOR
             WITH SEAL

To : OWNER…………………………..  1 COPY
    RCM/SITE-IN-CHARGE                    3 COPIES

Divisional Head (Constn.) through RCM
Project Manager PMC, through RCM
NEAR MISS INCIDENT – SUGGESTED PROFORMA

Name of Site: ____________________________  Report No: ____________________________
Name of Work: ____________________________  Date: ____________________________

INCIDENT REPORTED BY: ____________________________
DATE & TIME OF INCIDENT: ____________________________
LOCATION: ____________________________

BRIEF DESCRIPTION OF INCIDENT

PROBABLE CAUSE OF INCIDENT

SUGGESTED CORRECTIVE ACTION

STEPS TAKEN TO AVOID RECURRENCE

DATE: ____________________________  SIGNATURE OF CONTRACTOR
WITH SEAL

To: OWNER…………………………..  1 COPY
: RCM/SITE-IN-CHARGE  3 COPIES

Divisional Head (Constn.) through RCM
Project Manager PMC, through RCM
MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT  
(To be submitted by each Contractor)

Actual work start Date:________________ For the Month of:________________________
Project:__________________________ Report No:_______________________________
Name of the Contractor:______________ Status as on:___________________________
Name of Work:______________________ Name of Safety officer:__________________

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<th>CUMULATIVE</th>
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<td>a) Average number of Staff &amp; Workmen (average daily headcount, not man days)</td>
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<td>b) Man hours Worked</td>
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<td>c) Number of HSE meeting organized at site</td>
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<td>d) Number of HSE awareness programmes conducted at site</td>
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<td>e) Number of Lost Time Accidents</td>
<td>Fatal</td>
<td>Other LTA</td>
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<td>f) Number of Loss time Injuries (LTI)</td>
<td>Fatalities</td>
<td>Other LTI</td>
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<td>g) Number of Loss Time Accidents</td>
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<td>h) Number of First Aid Cases</td>
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<tr>
<td>i) Number of Near Miss Incidents</td>
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<td>j) Man-days lost due to accidents</td>
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<td>k) LTA Free Manhours i.e. Number of LTA free manhours from the Lst LTA</td>
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<td></td>
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<tr>
<td>l) Compensation cases raised with Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>m) Compensation case resolved and paid to workmen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n) Whether workmen compensation policy</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o) Whether workmen compensation policy</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>p) Whether workmen registered under ESI Act</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remark

DATE:________________________________________________________________________
Safety Officer /Resident Engineer  
(Signature and Name)

To : OWNER
: RCM/, PMC (2 COPIES)
FORMAT NO. : HSE-6, REV. 0

PERMIT FOR WORKING AT HEIGHT (ABOVE 2 METER)

Project Site : …………………………………Sr. No.: …………………
Name of the work: ………………………………………Date: …………………
Name of Contractor : ……………………………Nature of Work : ………
Total No.of Workers: ……………………………Exact location of work : ……
Duration of work: from ………………… to ………

The following items have been checked and compliance shall be ensured during the currency of the permit:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>ITEM</th>
<th>DONE</th>
<th>NOT REQD.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Equipment/Work Area inspected</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Considered hazard from other routine/non-routine operations and concerned person alerted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>ELCB provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Proper lighting Provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Area cordoned off</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Precautions against public traffic taken</td>
<td></td>
<td></td>
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<tr>
<td>7.</td>
<td>Sound Scaffolding provided</td>
<td></td>
<td></td>
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<tr>
<td>8.</td>
<td>Adequate protected Platform provided</td>
<td></td>
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<tr>
<td>9.</td>
<td>Access and Exit to the area (Ladder properly fixed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Floor Openings covered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Safety Net provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Health check of personnel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A. Following personal protective equipment are provided ( mark) and used as relevant Safety helmet/Gloves/Goggles/Shoes/Face Shield/Life Line/Safety Belt/Safety Harness.
B. This permit shall be available at the work site at all times.
C. Permit shall be issued for maximum one week only (Monday to Sunday).
D. This permit shall be applicable in non-operational areas.
E. After completion of the work, used permits shall be preserved for record purposes.

F. Additional precautions, if any……………………………………………………………………

Permission is granted to work (See overleaf) = Yes/No

Name of Contractor’s Supervisor
(Initiator)                                  Name of Contractor’s Safety Officer
(Issuing Authority)

---

GRANT OF PERMIT AND EXTENSIONS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Validity Period From …… To …….</th>
<th>Work time From ……..Hrs. To ……..Hrs.</th>
<th>Initiator (Supervisor of Contractor)</th>
<th>Issuing Authority (Safety Officer) of Contractor</th>
<th>Verification by CONSULTANT with date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Additional safety instructions, if any.
## CONFINED SPACE ENTRY PERMIT

Project Site: .......................... Sr. No.: ..........................  
Name of the work: .......................... Date: ..........................  
Name of Contractor: ............... Nature of Work: ..................  
Exact location of work: ..........................  

Safety Requirements: POSITIVE ISOLATION OF THE VESSEL IS MANDATORY

### (A) Has the equipment been?

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>isolated from power / steam / air</td>
<td>water flushed &amp;/or steamed Manways open &amp; ventilated cont. inset gas flow arranged adequately cooled</td>
<td>radiation sources removed Proper lighting provided</td>
</tr>
</tbody>
</table>

### (B) Expected Residual Hazards

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>lack of O₂ Corrosive chemicals Heat/Stream/frost</td>
<td>Combustible gas/liquid Manways open &amp; Pyrophoric iron/scales High humidity</td>
<td>H₂S/Toxic gases Proper lighting Electricity/static Ionizing radiation</td>
</tr>
</tbody>
</table>

### (C) Protective Measures

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gloves protective clothing Grounded air educater / blower /AC Fire fighting arrangements</td>
<td>ear plug / muff dust / gas / air line mask attendant with SCBA / air mask safety harness &amp; lifeline</td>
<td>goggles / face shield personal gas alarm rescue equipment /team communication equipment</td>
</tr>
</tbody>
</table>
Authorization / Renewal (It is safe to enter the confirmed space)

<table>
<thead>
<tr>
<th>Date</th>
<th>No. of Persons allowed</th>
<th>Name of Persons allowed</th>
<th>Signature</th>
<th>Time</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contractor’s Supervisor</td>
<td>Contractor’s Safety Officers</td>
<td>From</td>
</tr>
</tbody>
</table>

Permit Closure:

(A) Entry ☐ was closed ☐ stopped ☐ will continue on

(B) ☐ Site left in a safe condition
☐ Housekeeping done

(C) Multi lock ☐ removed ☐ key transferred
☐ Ensured all men have come out ☐ Manways barricaded

Remarks, if any:
# RADIATION WORK PERMIT

**Project:**  
**Name of the work:**  
**Name of Contractor:**  
**Location of work:**  
**Source Strength:**  
**Cordoned distance (m):**  
**Name of Radiographing agency:**  
**Approved by Owner / PMC:**

The following items have been checked & compliance shall be ensured during currency of the permit:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item Description</th>
<th>Done</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Safety regulations as per BARC/AERB ensured while source in use/ in transit &amp; during storage.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Area cordoned off.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Lighting arrangements for working during nights ensured.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Warning signs / flash lights installed.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Cold work permit taken (if applicable)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>PPEs like film badges, dosimeters used.</td>
<td></td>
</tr>
</tbody>
</table>

Additional precautions, if any ____________________________

(Radiography Agency’s BARC / AREB authorized Supervisor)  (Contractor’s Safety Officer)

**Permission is granted.**

Permit is valid from ________ AM/PM _________ Date to ________ AM/PM _______

Date

(Signature of permit issuing authority)

**Name:**  
**Designation:**  
**Date:**
Permit renewal:

<table>
<thead>
<tr>
<th>Permit extended up to</th>
<th>Additional precautions required, if any.</th>
<th>Sign of issuing authority with date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Time</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work completed / stopped / area cleared at ___________ Hrs. of Date ________

(Sign of permit issuing authority)
Name :
FORMAT NO. : HSE-9, REV. 0

DEMONISHING/DISMANTLING WORK PERMIT

Project: 
Name of the work: 
Name of Contractor: 
Name of Contractor: 
Name of Sub-contractor: 
No. of Workers to be engaged: 
Line No. / Equipment No. / Structure to be dismantled: 

Location details of dismantling / demolition with sketch: (Clearly indicate the area)

The following items have been checked & compliance shall be ensured during currency of the permit:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Description</th>
<th>Done</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Services like power, gas supply, water, etc. disconnected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Dismantling / Demolishing method reviewed &amp; approved.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Usage of appropriate PPEs ensured.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Precautions taken for neighboring structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>First-Aid arrangements made</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Fire fighting arrangements ensured</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Precautions taken for blasting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Contractor’s Supervisor)                                           (Contractor’s Safety Officer)

Permission is granted.

(Permit issuing authority)
Name: 
Date: 

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Completion Report:

Dismantling / Demolishing is completed on __________ Date at __________ Hrs.

Materials / debris transported to identified location □

Tagging completed (as applicable) □

Services like power, gas supply, water, etc. restored □

(Permit issuing authority)
CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL

[ANNEXURE - VIII TO SPECIAL CONDITIONS OF CONTRACT]
1. CONDITIONS FOR ISSUE OF MATERIALS

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

1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when he requires the above material for incorporation in permanent works.

1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge and the same shall not be taken into account for the purpose of materials reconciliation.

1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge etc. No separate payment for such expenditure will be made.

1.4 No material shall be allowed to be taken outside the plant without a gate pass.

1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

1.6 RETURN OF UNUSED MATERIAL

1.6.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to Owner's Store(s).

1.6.2 No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.

1.6.3 In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner. Contractor shall make his own arrangements for weighing the off cuts to be returned to Owner's stores.

1.6.4 Penal Rates for non-return / return of materials:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Materials</th>
<th>Penal Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>For non-return of accountable scrap</td>
<td>Issue Rate + 25% Or Landed Rate + 25% (in case issue rate are not indicated in the contract)</td>
</tr>
<tr>
<td>b</td>
<td>For non-return of Unused material/excess scrap</td>
<td>Twice the Issue Rates Or Twice the Landed Rates (in case Issue Rates are not indicated in the contract)</td>
</tr>
<tr>
<td>c</td>
<td>For return of excess scrap</td>
<td>Issue Rate + 75% Or Landed Rate + 75% (in case issue rate are not indicated in the contract)</td>
</tr>
<tr>
<td>d</td>
<td>For return of excess serviceable materials</td>
<td>Issue Rate + 50% Or Landed Rate + 50% (in case issue rate are not indicated in the contract)</td>
</tr>
</tbody>
</table>

NOTE:

1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner / GAIL.
2) In case different penal rates have been indicated in the Contract (based on Project requirement), the same will supersede the above rates.

2. PIPING MATERIALS

2.1 All pipes shall be issued in available lengths/shapes and no claims for extra payments on account of issue of non-standard length & shape will be entertained. Pipes shall be issued on linear measurement basis. All valves, flanges, fittings etc. shall be issued on number(s) basis. Contractor shall store the materials in such a way so as to avoid mixing of different types of material and shall maintain complete identification and traceability at all times.

2.2 The scrap allowance for pipes issued by the Owner shall be 3% (2½% accountable + ½% non-accountable) of the actual consumption as incorporated in the works.

2.3 All pipes in length of 2 meters and above shall be considered as serviceable material provided the material is in good and acceptable condition and has clear identification and traceability (Manufacturer’s name, heat number/batch number and test certificates). Pipes in lengths less than 2M shall be treated as scrap.

2.4 For the non-account of pipes drawn by the Contractor over and above the actual consumption as determined by the Engineer-in-Charge, plus 3% (2½% accountable + ½% non accountable) thereof to cover the scrap allowance, recovery at penal rate shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.

2.5 All unused/scrap pipes, valves, flanges, forged fitting like elbows, reducers tees shall be returned by the Contractor category wise duly cleaned, greased and spec. marked at his own cost to Owner's stores. In case the Contractor fails to do so then recovery for such quantity of pipes not returned by the Contractor at the penal rates shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.

3. EQUIPMENTS

3.1 Various equipment/materials intended for the installation will be received by Owner in unpacked, skid mounted, crated, packed or loose condition and will be stored in the warehouses and open yards. In general, materials will be issued to the Contractor in ‘as received’ condition. It will be the Contractor’s responsibility to draw, load and transport all materials from Owner’s designated places of issue to the point of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner’s stores.

All materials supplied by the Owner shall be duly protected by the Contractor at his own cost with appropriate preservative like primer, lacquer coating, grease etc. as required.

4. CABLES

4.1 Appropriation of cables shall be done as follows:

4.1.1 All the surplus and serviceable cables out of the cables quantity(ies) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.

4.1.2 The Contractor shall be allowed a cutting/wastage allowance of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.

4.1.3 All cables being returned to store should carry Aluminum sheet tags indicating the size & type of cable. Cables of less than 15 meters length will be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and category wise to the Owner’s store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner’s property and shall be returned to Owner’s Store/designated place without any additional cost.

4.1.4 While carrying out material appropriation with the Contractor, the above points will be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the
quantity(ies) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner’s store on Lot basis.

4.1.5 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates.

5. LINE PIPES

5.1 All coated line pipes as per Line Pipe specifications shall be issued on linear measurement basis. The line pipes shall be issued in available lengths and shapes and no claim for extra payment on account of issue of non-standard length and shape will be entertained. Contractor shall store and maintain the line pipes in proper manner to avoid mixing of different classes of pipes. Contractor shall maintain complete identification and traceability at all times. All cut pieces when returned to Owner’s storage points after beveling, shall be considered as serviceable material provided:

5.1.1 Corrosion Protection Coating is intact.

5.1.2 Pipe pieces have pipe specifications, manufacturer’s logo/name and heat number duly authenticated with hard stamp of the authorized inspector as per approved procedure. All cut pieces of pipes measuring less than 2 M will be treated as wastage/scrap.

5.2 For the purpose of accounting of coated line pipes, following allowances shall be permitted:

   a. Unaccountable wastage                     - 0.1%
   b. Scrap (All cut pieces of pipes measuring 0.25% less than 2 Meter) - 0.25%
   c. Serviceable materials                    - 0.5%

   (All cut pieces of pipe 0.5% measuring 2 Meter and above)

Scrap shall be accounted at actuals as per site assessment subject to maximum limits as stated above.

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline.

5.2.1 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates as given in the contract.

6. OPTICAL FIBRE CABLE

6.1 For the purpose of accounting of optical fibre cable, all cut pieces measuring in length of 40 m and above when returned to Owner’s storage points shall be treated as serviceable materials. All cut pieces of cable measuring less than 40 M will be treated as scrap.

For the purpose of accounting of OFC (Optical Fibre Cable) following allowances shall be permitted:

   (i) Unaccountable wastage                     -0.1%
   (ii) Scrap (All cut pieces of cables measuring less than 40 M) -0.25%
   (iii) Serviceable material (measuring 40M and above) -0.25%

Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates as given in the contract.
MINIMUM CONSTRUCTION EQUIPMENTS REQUIRED TO BE DEPLOYED BY THE BIDDER

[ANNEXURE - IX TO SPECIAL CONDITIONS OF CONTRACT]
MINIMUM CONSTRUCTION EQUIPMENTS DEPLOYMENT SCHEDULE (MCEDS)

PIPELINE SIZE AND LENGTH : - 12" X 43 KM (APPROX)

<table>
<thead>
<tr>
<th>SL NO.</th>
<th>EQUIPMENT DETAIL</th>
<th>TOTAL MINIMUM EQUIPMENT MOBILIZATION</th>
<th>RELEASE OF BALANCE 5% (2nd INSTALLATION) MOBILIZATION ADVANCE</th>
<th>COMPLETION PERIOD</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1st Fortnight</td>
<td>2nd Fortnight</td>
<td>3rd Fortnight</td>
<td>4th Fortnight</td>
</tr>
<tr>
<td>1</td>
<td>Borer - 6T/D6 or equivalent</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Excavator / Track hoe - Ex 200 &amp; above or equivalent</td>
<td>6</td>
<td>4</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Hydro - (4 - 10 MT)</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Pipe Layer / Side Boom - 40T &amp; above capacity</td>
<td>6</td>
<td>6</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>DG welding machines</td>
<td>8</td>
<td>6</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>U. C. Smt - 1 1/2&quot; S to 300 Esh (excl. of generators)</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>Welding Rectifier (Multiprocess welder)</td>
<td>8</td>
<td>4</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>Bevel Cutting machine - manual</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Pipe bending machine</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Horizontal Auger boring machine</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Pipe clamp (Pneumatic / Hydraulics) - Internal</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td>Pipe clamp - external</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>HDD rig with all equipments &amp; accessories</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>X - Ray M/C - Internal crawler</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>X - Ray M/C - External</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Gamma source</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Manual UT Machine</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Tilting Pumps (400 to 1000 m / hr)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Pressure Test Pump - Motorised</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Vibrator / Rattler Heating equipment or DPG multi - 100</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Air Compressor - (300 CFM)</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Air Compressor - (600/900/1200 CFM)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Dust Cleaning Machine</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Dewatering Pump</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Holiday Detention Unit</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Pipe Traders</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Dead WT. Tester</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Pipe / Cable locator</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Dancing pump</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Detail of minimum equipments in good working condition suitable to lay the pipeline, required to be mobilized by the execution contractor to complete the work within schedule is given above. Further, bidder shall be required to augment the above list with additional numbers / categories of equipments, tools, tackles as required and directed by engineer - in - charge to complete the work within the completion time schedule and quoted price.
**MINIMUM CONSTRUCTION EQUIPMENTS DEPLOYMENT SCHEDULE (MCEDS)**

**HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA**

**PIPELINE SIZE AND LENGTH :** - 12” X 43 KM (APPROX)

### EQUIPMENT DETAIL

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>EQUIPMENT DETAIL</th>
<th>TOTAL MINIMUM EQUIPMENT MOBILIZATION ON</th>
<th>RELEASE OF BALANCE 5% (2nd INSTALLMENT) MOBILIZATION ADVANCE</th>
<th>COMPLETION PERIOD</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1ST Month</td>
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<td></td>
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<td>2nd Fortnight</td>
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<td>1st Fortnight</td>
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<td>2nd Fortnight</td>
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<td>1st Fortnight</td>
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<td>2nd Fortnight</td>
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<td>1st Fortnight</td>
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<td>1st Fortnight</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**1ST Month**

1. For survey, station civil works, OFC laying, magnetic cleaning, EGP etc. adequate equipment and crew shall be mobilized to complete the activity within the given time schedule and as recommended by engineer - in - charge and approved by construction - in - charge.

2. Bidder shall confirm / compliance the requirement of deployment of above minimum construction equipments.

3. Equipments required for ROU grading, trenching, rock blasting (if req), welder qualification & mainline welding are required to be mobilized within 15 days after award of contract. The equipments shall be mobilized based on the monthwise deployment schedule mentioned above. However contractor to ensure that welding & NDT procedures and welders are qualified within fifteen (15) days after award of contract. The de - mobilization of equipments will be based on completion of the associated activities and on recommendation of engineer - in - charge.

4. Bidder to confirm that these equipments are spare available for deployment on this project site and shall be timely mobilized in good working condition to maintain work progress.

5. Owner / consultant reserves the right to physically check & verify the ownership / availability of these equipment at any stage prior to award of work. Bidder shall organize and coordinate this inspection process. Owner / consultant opinion shall be final and binding in this regards.

6. In the event of award of work, contractor shall replace any defective / damaged equipment promptly in order to complete the work as per schedule and without any time & cost implication to the owner. In case some equipments are not required after completion of relevant activities, the same can be demobilized with prior written approval of engineer - in - charge.

7. Based on availability of ROU / front & line pipe, construction - in - charge of GAIL / PMC will finalize the requirement of equipments on monthly basis and revised MCEDS will be intimated to the contractor. If the contractor does not mobilize the equipment as per revised MCEDS, then recovery will be made at the end of the month from the RA bill.

8. If PRS is waived, then recovery on account of MCEDS will be refunded to the contractor.
MAJOR EQUIPMENTS REQUIRED TO BE OWNED BY THE BIDDER

[ANNEXURE - IXA TO SPECIAL CONDITIONS OF CONTRACT]
**LIST OF MINIMUM EQUIPMENTS REQUIRED TO BE OWNED BY THE BIDDER FOR HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Equipment Description</th>
<th>Qty. in nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Diesel Welding Machine</td>
<td>06</td>
</tr>
<tr>
<td>2.</td>
<td>Excavator / Back Hoe – Ex 200 or Equivalent or above</td>
<td>02</td>
</tr>
<tr>
<td>3.</td>
<td>Hydra (8 - 10 MT) or above</td>
<td>01</td>
</tr>
</tbody>
</table>

**Note:**

1. Equipment mentioned in Sl. No. 1 have to be owned by the bidder. Bidders are required to submit documentary evidence of ownership of the equipments in the above table as indicated below;
   
a) The Bidder shall submit the certificate from Chartered Accountant (CA) (for ownership/possession of equipments) as per format F-28 enclosed in the Bid document.

b) The submission of Format F 28 is mandatory.

c) “For equipment to be purchased”  
   If bidder wants to purchase the equipments mentioned in Sl. No.1 for meeting the criteria, in that case, bidder shall submit “Purchase order” duly accepted by equipment supplier and with equipment delivery to project site, meeting the equipment deployment schedule. However, contractor to own minimum 50% of the equipment. Balance 50% may be covered under to be purchased “Category”. If 50% is a fraction, the same needs to be rounded off to next higher number for the minimum owned category. The purchase order shall be duly signed and stamped by Chartered/ Accountant / statutory auditor. Date of purchase order shall be before bid due date.

d) The Bidder shall submit Certificate from Chartered Engineer certifying that the bidder own equipment are under good health and working condition as per Format F 29 enclosed in the bid document.

2. Equipments mentioned in Sl No. 2 & 3 can be either owned/ hired/ leased.

   For Hired/Lease Equipments: The documentary evidence shall be Commitment letter / MOU from the hiring/ leasing agency of the equipment and for ownership evidence of the equipment by the hiring/leasing agency, documents as mentioned in Note.1.a and 1.d above shall be submitted.

   Bidder shall be responsible for timely delivery of these equipments at the site at stipulated time.
LIST OF HIRED/LEASED EQUIPMENT ALONG WITH MOU FROM THE OWNER TO BE SUBMITTED BY THE BIDDER

[ANNEXURE - IXB TO SPECIAL CONDITIONS OF CONTRACT]
LIST OF HIRED/LEASED EQUIPMENT ALONGWITH MOU FROM THE OWNER TO BE SUBMITTED BY THE BIDDER
HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

CATEGORY - 1

<table>
<thead>
<tr>
<th>Sl. No.1</th>
<th>Equipment Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Dozer – D7/D6 or Equivalent</td>
<td>02</td>
</tr>
<tr>
<td>2.</td>
<td>Excavator / Back Hoe – Ex 200 &amp; Above or Equivalent</td>
<td>04</td>
</tr>
<tr>
<td>3.</td>
<td>Hydra (8-10 MT)</td>
<td>01</td>
</tr>
<tr>
<td>4.</td>
<td>Pipe Layer /Side Boom – 60 T and Above Capacity</td>
<td>06</td>
</tr>
<tr>
<td>5.</td>
<td>DG Welding machines</td>
<td>02</td>
</tr>
<tr>
<td>6.</td>
<td>DG Sets : 62.5 KVA to 200 KVA (inclusive of generators)</td>
<td>04</td>
</tr>
<tr>
<td>7.</td>
<td>Welding Rectifier (Multi-process Welder)</td>
<td>08</td>
</tr>
<tr>
<td>8.</td>
<td>Pipe Bending Machines</td>
<td>1</td>
</tr>
<tr>
<td>9.</td>
<td>Horizontal Auger Boring Machine</td>
<td>1</td>
</tr>
<tr>
<td>10.</td>
<td>Pipe Clamp (Pneumatic/Hydraulic)- Internal</td>
<td>2</td>
</tr>
<tr>
<td>11.</td>
<td>HDD Rig with All equipments and Accessories</td>
<td>1</td>
</tr>
<tr>
<td>12.</td>
<td>X-Ray M/C – Internal Crawler</td>
<td>2</td>
</tr>
<tr>
<td>13.</td>
<td>X-Ray M/C - External</td>
<td>2</td>
</tr>
<tr>
<td>14.</td>
<td>Gamma Source</td>
<td>2</td>
</tr>
<tr>
<td>15.</td>
<td>Filling pumps (400 To 1000 m³/hr)</td>
<td>1</td>
</tr>
<tr>
<td>16.</td>
<td>Pressurization Pump - Motorized</td>
<td>1</td>
</tr>
<tr>
<td>17.</td>
<td>Induction/Resistance Heating equipment or LPG Multi Torch</td>
<td>2</td>
</tr>
<tr>
<td>18.</td>
<td>Air Compressor – (300 CFM)</td>
<td>2</td>
</tr>
<tr>
<td>19.</td>
<td>Air Compressor – (450/600/800 CFM)</td>
<td>1</td>
</tr>
<tr>
<td>20.</td>
<td>Blast Cleaning Machine</td>
<td>2</td>
</tr>
<tr>
<td>21.</td>
<td>Dozing pump</td>
<td>1</td>
</tr>
<tr>
<td>22.</td>
<td>Crawler Crane 75 Tones</td>
<td>02</td>
</tr>
<tr>
<td>23.</td>
<td>Tyre mounted Crane 45 Tones</td>
<td>04</td>
</tr>
</tbody>
</table>

CATEGORY - 2

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Equipment Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bevel Cutting Machine - Manual</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Dewatering Pump</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>Holiday Detector Unit</td>
<td>2</td>
</tr>
<tr>
<td>5.</td>
<td>Dead WT Tester</td>
<td>2</td>
</tr>
<tr>
<td>6.</td>
<td>Pipe/ cable Locator</td>
<td>2</td>
</tr>
<tr>
<td>7.</td>
<td>Pipe Clamp - External</td>
<td>4</td>
</tr>
<tr>
<td>8.</td>
<td>Pipe Trailer for coated line pipe</td>
<td>4</td>
</tr>
</tbody>
</table>

Notes:
1. For equipments under Category -1: Bidders are required to submit the documentary evidence for Ownership/Hiring/Lease of equipments listed in this category,
   a) For Hired/Lease Equipments: The documentary evidence shall be MOU from the hiring leasing agency of the equipment – Bidder shall be responsible for timely delivery of these equipments at the site at stipulated time.
   b) In case, some equipments under Category -1 are owned by the bidder then the proof of ownership to be submitted will be as stated in Annexure -9A.
2. For equipments under Category -2: No documents are required to be submitted along-with `the bid. However Bidder to indicate equipment as owned or hired for deployment purposes.
MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED

[ANNEXURE - X TO SPECIAL CONDITIONS OF CONTRACT]
## Minimum Number of Skilled Manpower to be Deployed for HMEL Connectivity Pipeline Project, Bhatinda

<table>
<thead>
<tr>
<th>SL.NO.</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Resident Construction Manager</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Planning engineer</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>QA/QC Engineer</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>Safety Officer</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Qualified Surveyor</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td>Welding/NDT Engineer</td>
<td>2 each</td>
</tr>
<tr>
<td>7.</td>
<td>Discipline engineers (Civil/Mech/Elec)</td>
<td>2/2/2</td>
</tr>
<tr>
<td>8.</td>
<td>Foreman /Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>9.</td>
<td>Civil Surveyor/Liaison team</td>
<td>1 each</td>
</tr>
<tr>
<td>10.</td>
<td>Document Controller/Account officer (for line pipe)</td>
<td>1 each</td>
</tr>
<tr>
<td>11.</td>
<td>Store Keeper/store – in - Charge</td>
<td>1 each</td>
</tr>
<tr>
<td>12.</td>
<td>Welder (Manual )</td>
<td>16</td>
</tr>
<tr>
<td>13.</td>
<td>Fitter</td>
<td>10</td>
</tr>
<tr>
<td>14.</td>
<td>Grinder</td>
<td>12</td>
</tr>
<tr>
<td>15.</td>
<td>Machine Operator</td>
<td>As required</td>
</tr>
<tr>
<td>16.</td>
<td>Blast cleaning Crew</td>
<td>4</td>
</tr>
<tr>
<td>17.</td>
<td>Electrician/Machine Mechanic</td>
<td>As required</td>
</tr>
<tr>
<td>18.</td>
<td>Rigger</td>
<td>16</td>
</tr>
<tr>
<td>19.</td>
<td>Drivers</td>
<td>As required</td>
</tr>
<tr>
<td>20.</td>
<td>Pipe Bending</td>
<td>2</td>
</tr>
<tr>
<td>21.</td>
<td>Thrust/Hor. Auger Boring crew</td>
<td>2</td>
</tr>
<tr>
<td>22.</td>
<td>X-ray/Gamma Ray crew</td>
<td>2 each</td>
</tr>
<tr>
<td>23.</td>
<td>Hydro Testing crew</td>
<td>2</td>
</tr>
<tr>
<td>24.</td>
<td>Field Joint Coating Crew</td>
<td>4</td>
</tr>
<tr>
<td>25.</td>
<td>Holiday testing Crew</td>
<td>As required (Refer Note 1)</td>
</tr>
<tr>
<td>26.</td>
<td>HDD Crew</td>
<td>As required (Refer Note 1)</td>
</tr>
<tr>
<td>27.</td>
<td>OFC Jointing Crew</td>
<td>2</td>
</tr>
</tbody>
</table>
28. Civil Survey Crew (with equipment)       3
29. Station Civil works (carpenter/bar – bender/mansion/fitter etc.) As required
30. Unskilled worker                         16
31. Station mechanical , pre-fabrication/erection crew 2

Notes:
1) HDD equipment and Crew as required shall be deployed based on the SOW finalized and as per instruction of EIC.
2) The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule is given above and is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineering in charge to complete the work within the completion time schedule and quoted price.
3) For magnetic cleaning and EGP, adequate equipment and crew shall be mobilized to complete the activity within the given time schedule and as approved by Engineer –in- Charge.
4) The Manpower as identified above should have required qualification and adequate relevant experience.
5) Contractor shall mobilize Resident Construction Manager, QA/QC Engineer, Planning Engineer/Safety officer who will be the permanent employees of the Contractor.
6) CV of proposed Resident Construction Manager, QA/CC Engineer, Planning Engineer, Safety offer to be submitted along with the bid. The experience should be related to execution of Cross Country Hydrocarbon Transportation Pipeline Laying.
7) These manpower are to be mobilized within 15 days of award of work.

8) **PENALTY FOR NON-MOBILIZATION OF KEY CONSTRUCTION PERSONNEL**

Penalty for non-mobilization per day per person after the contractual mobilization period / mobilization schedule agreed during Kick off Meeting / jointly agreed between contractor and PMC / OWNER based on front availability etc.

- Rs. 5000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge;
- Rs. 3000/- for Lead QA/QC Engineer, Lead Planning Engineer, Warehouse In-charge Lead Discipline Engineer, Lead Welding/ NDT Engineer and the Quantity Surveyor
- Rs. 2500/-Safety Officer

**Notes: (for Penalty clauses)**

a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty
b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge else penalties as above shall be applied.
c) Total of above penalties shall not exceed 3% of the contract value.
d) The above penalties are over & above all other contractual provisions with respect to penalties.
## SPECIAL CONDITIONS OF CONTRACT (SCC)

### MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED FOR
### HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Resident Construction Manager</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Planning engineer</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>QA/QC Engineer</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Safety Officer</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Qualified Surveyor</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Welding/NDT Engineer</td>
<td>2 each</td>
</tr>
<tr>
<td>7</td>
<td>Discipline engineers (Civil/Mech/Elec)</td>
<td>2/2/2</td>
</tr>
<tr>
<td>8</td>
<td>Foreman /Supervisor</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>Civil Surveyor/Liaison team</td>
<td>1 each</td>
</tr>
<tr>
<td>10</td>
<td>Document Controller/Account officer (for line pipe)</td>
<td>1 each</td>
</tr>
<tr>
<td>11</td>
<td>Store Keeper/store – in - Charge</td>
<td>1 each</td>
</tr>
<tr>
<td>12</td>
<td>Welder (Manual )</td>
<td>16</td>
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<tr>
<td>13</td>
<td>Fitter</td>
<td>10</td>
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<tr>
<td>14</td>
<td>Grinder</td>
<td>12</td>
</tr>
<tr>
<td>15</td>
<td>Machine Operator</td>
<td>As required</td>
</tr>
<tr>
<td>16</td>
<td>Blast cleaning Crew</td>
<td>4</td>
</tr>
<tr>
<td>17</td>
<td>Electrician/Machine Mechanic</td>
<td>As required</td>
</tr>
<tr>
<td>18</td>
<td>Rigger</td>
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<tr>
<td>19</td>
<td>Drivers</td>
<td>As required</td>
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<tr>
<td>20</td>
<td>Pipe Bending</td>
<td>2</td>
</tr>
<tr>
<td>21</td>
<td>Thrust/Hor. Auger Boring crew</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td>X-ray/Gamma Ray crew</td>
<td>2 each</td>
</tr>
<tr>
<td>23</td>
<td>Hydro Testing crew</td>
<td>1</td>
</tr>
<tr>
<td>24</td>
<td>Field Joint Coating Crew</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>25.</td>
<td>Holiday testing Crew</td>
<td>As required (Refer Note 1)</td>
</tr>
<tr>
<td>26.</td>
<td>HDD Crew</td>
<td>As required (Refer Note 1)</td>
</tr>
<tr>
<td>27.</td>
<td>OFC Jointing Crew</td>
<td>2</td>
</tr>
<tr>
<td>28.</td>
<td>Civil Survey Crew (with equipment)</td>
<td>3</td>
</tr>
<tr>
<td>29.</td>
<td>Station Civil works (carpenter/bar – bender/mansion/fitter etc.)</td>
<td>As required</td>
</tr>
<tr>
<td>30.</td>
<td>Unskilled worker</td>
<td>12</td>
</tr>
<tr>
<td>31.</td>
<td>Station mechanical , pre-fabrication/erection crew</td>
<td>2</td>
</tr>
</tbody>
</table>

Notes:

1) HDD equipment and Crew as required shall be deployed based on the SOW finalized and as per instruction of EIC.

2) The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule is given above and is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineering in charge to complete the work within the completion time schedule and quoted price.

3) For magnetic cleaning and EGP, adequate equipment and crew shall be mobilized to complete the activity within the given time schedule and as approved by Engineer –in- Charge.

4) The Manpower as identified above should have required qualification and adequate relevant experience.

5) Contractor shall mobilize Resident Construction Manager, QA/QC Engineer, Planning Engineer/Safety officer who will be the permanent employees of the Contractor.

6) CV of proposed Resident Construction Manager, QA/CC Engineer, Planning Engineer, Safety offer to be submitted along with the bid. The experience should be related to execution of Cross Country Hydrocarbon Transportation Pipeline Laying.

7) These manpower are to be mobilized within 15 days of award of work.

8) PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL

Penalty for non-mobilization per day per person after the contractual mobilization period / mobilization schedule agreed during Kick off Meeting / jointly agreed between contractor and PMC / OWNER based on front availability etc.

- Rs. 5000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge;
- Rs. 3000/- for Lead QA/QC Engineer, Lead Planning Engineer, Warehouse In-charge Lead Discipline Engineer, Lead Welding/ NDT Engineer and the Quantity Surveyor
- Rs. 2500/- Safety Officer

Notes: (for Penalty clauses)

a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty

b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge else penalties as above shall be applied.

c) Total of above penalties shall not exceed 3% of the contract value.

d) The above penalties are over & above all other contractual provisions with respect to penalties.
EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

[ANNEXURE - XA TO SPECIAL CONDITIONS OF CONTRACT]
EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION FOR HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

1) The bidder must provide a detailed organizational chart indicating the organization name, personnel and equipment etc. CVs of main key persons shall be submitted by the Contractor along with bid and replacement of any of these key persons after LOA issuance shall be approved by Owner/Owner’s representative. Key persons shall be deployed during the entire duration of the work till completion of all works. Non deployment of key persons will be subject to recovery as defined elsewhere in the bid.

Following key persons to be deployed during construction as a minimum

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Position</th>
<th>Qualification &amp; Knowledge</th>
<th>Experience</th>
<th>No. of Key personnel (minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction manager/Construction in charge</td>
<td>Degree/Diploma in Civil/Mechanical Engineering</td>
<td>At least 8 years experience for Degree holder and 12 years for Diploma holder in Construction of Cross country pipeline including station piping in Hydrocarbon Pipelines (Oil and Gas). Out of the 8 /12 years experience at least 5/8 years experience must be in similar position in works related to construction of hydrocarbon pipeline projects.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Safety officer</td>
<td>Degree/Diploma in Engineering/Project Management</td>
<td>At least 4 years of experience for Degree holder and 8 years for Diploma holder in Safety Management in construction of cross country pipeline (Hydrocarbon pipeline) including station piping for the same.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>QA/QC Engineer</td>
<td>Degree/Diploma in Mechanical Engineering</td>
<td>At least 6 years of experience for Degree holder and 10 years for Diploma Holder in quality/NDT management in construction of cross country pipeline including station piping for the same.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Welding/NDT Engineer</td>
<td>Diploma in Mechanical Engineering</td>
<td>At least 7 years of experience for Degree holder and 10 years for Diploma holder in quality/NDT management in construction of cross country pipeline including station piping for the same.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Planning Engineer</td>
<td>Degree/Diploma in Engineering/Project Management</td>
<td>At least 4 years of experience for degree holder and 8 years for Diploma Holder in executing projects in construction of cross country pipeline (hydrocarbon pipeline) including station piping for the same.</td>
<td>As per Annexure 10 of SCC</td>
</tr>
</tbody>
</table>

2) This description is only binding upon the Contractor. He must provide, at his own expense, all the necessary equipment, machinery and personal even in addition to those indicated in the offer.
HIRING/RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

[ANNEXURE - XI TO SPECIAL CONDITIONS OF CONTRACT]
HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

1. The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit insurance, transportation and travel time.

2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.

3. The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on prorata basis.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Classification Personnel</th>
<th>Rate per hour for Normal Hours (in Rs.)</th>
<th>Rates per day of OT, Sunday &amp; Holiday (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Foreman</td>
<td>2475</td>
<td>545</td>
</tr>
<tr>
<td>2</td>
<td>Supervisor</td>
<td>2475</td>
<td>545</td>
</tr>
<tr>
<td>3</td>
<td>Engineer</td>
<td>3300</td>
<td>650</td>
</tr>
<tr>
<td>4</td>
<td>Gas Cutter</td>
<td>1155</td>
<td>215</td>
</tr>
<tr>
<td>5</td>
<td>Grinder</td>
<td>1155</td>
<td>215</td>
</tr>
<tr>
<td>6</td>
<td>Brick Mason</td>
<td>660</td>
<td>150</td>
</tr>
<tr>
<td>7</td>
<td>Stone Mason</td>
<td>660</td>
<td>150</td>
</tr>
<tr>
<td>8</td>
<td>Structural welder</td>
<td>1650</td>
<td>330</td>
</tr>
<tr>
<td>10</td>
<td>Qualified Arc welder – automatic</td>
<td>2000</td>
<td>430</td>
</tr>
<tr>
<td>11</td>
<td>Welder helper</td>
<td>380</td>
<td>150</td>
</tr>
<tr>
<td>12</td>
<td>Pipe Fitter /Bender</td>
<td>825</td>
<td>190</td>
</tr>
<tr>
<td>13</td>
<td>Structural Fitter</td>
<td>660</td>
<td>150</td>
</tr>
<tr>
<td>14</td>
<td>Pipeline Fitter</td>
<td>990</td>
<td>240</td>
</tr>
<tr>
<td>15</td>
<td>Coater</td>
<td>660</td>
<td>152</td>
</tr>
<tr>
<td>16</td>
<td>Mechanic</td>
<td>660</td>
<td>152</td>
</tr>
<tr>
<td>17</td>
<td>Site Equipment / Machine Operator</td>
<td>660</td>
<td>152</td>
</tr>
<tr>
<td>18</td>
<td>Electrician</td>
<td>825</td>
<td>190</td>
</tr>
<tr>
<td>19</td>
<td>Fabricator</td>
<td>825</td>
<td>190</td>
</tr>
<tr>
<td>20</td>
<td>Carpenter</td>
<td>760</td>
<td>165</td>
</tr>
<tr>
<td>21</td>
<td>Plumber</td>
<td>660</td>
<td>150</td>
</tr>
<tr>
<td>22</td>
<td>Painter</td>
<td>660</td>
<td>150</td>
</tr>
<tr>
<td>23</td>
<td>Cable Jointer</td>
<td>990</td>
<td>240</td>
</tr>
<tr>
<td>24</td>
<td>Instrumentation Technician</td>
<td>990</td>
<td>240</td>
</tr>
<tr>
<td>25</td>
<td>Insulator</td>
<td>570</td>
<td>140</td>
</tr>
<tr>
<td>26</td>
<td>Rigger</td>
<td>570</td>
<td>140</td>
</tr>
<tr>
<td>No.</td>
<td>Position</td>
<td>Rate 1</td>
<td>Rate 2</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>27</td>
<td>Bhisti (water man)</td>
<td>315</td>
<td>75</td>
</tr>
<tr>
<td>28</td>
<td>Heavy duty driver</td>
<td>910</td>
<td>215</td>
</tr>
<tr>
<td>29</td>
<td>Civil Surveyor</td>
<td>750</td>
<td>130</td>
</tr>
<tr>
<td>30</td>
<td>Document Controller</td>
<td>1000</td>
<td>300</td>
</tr>
<tr>
<td>31</td>
<td>Account Officer</td>
<td>1500</td>
<td>360</td>
</tr>
<tr>
<td>32</td>
<td>Store Keeper / In-charge</td>
<td>1000</td>
<td>300</td>
</tr>
<tr>
<td>33</td>
<td>AUT Interpreter</td>
<td>5000</td>
<td>750</td>
</tr>
<tr>
<td>34</td>
<td>Liaisoning Team (2 persons)</td>
<td>2000</td>
<td>430</td>
</tr>
<tr>
<td>35</td>
<td>Light duty driver</td>
<td>660</td>
<td>150</td>
</tr>
<tr>
<td>36</td>
<td>Sand Blaster</td>
<td>735</td>
<td>165</td>
</tr>
<tr>
<td>37</td>
<td>Qualified Surveyor</td>
<td>750</td>
<td>130</td>
</tr>
<tr>
<td>38</td>
<td>Un skilled Worker</td>
<td>380</td>
<td>80</td>
</tr>
<tr>
<td>39</td>
<td>Construction Manager</td>
<td>10000</td>
<td>1000</td>
</tr>
<tr>
<td>40</td>
<td>QA/QC / Safety / Planning NDT Engineer</td>
<td>5000</td>
<td>750</td>
</tr>
</tbody>
</table>

(SIGNATURE OF BIDDER)

NOTE:-

1. Rates are final and bidders is to sign only without deviation.
2. The recovery rates shall be the rates provided above plus 20% (twenty percent).
3. The above rates are exclusive of GST.
EQUIPMENT HIRING/RECOVERY RATE

[ANNEXURE - XII TO SPECIAL CONDITIONS OF CONTRACT]
# Hiring / Recovery Rate for Equipments

<table>
<thead>
<tr>
<th>S.No</th>
<th>Equipment Details (Operator Included)</th>
<th>Hiring/Recovery Rate (in INR) Rate / Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pipe Layer/Side Boom – 40T &amp; above Capacity</td>
<td>8000</td>
</tr>
<tr>
<td>2</td>
<td>Welding Rectifier (Multiprocessor Welder)</td>
<td>550</td>
</tr>
<tr>
<td>3</td>
<td>Excavator / Back Hoe-Ex 200 &amp; above or equivalent</td>
<td>7000</td>
</tr>
<tr>
<td>4</td>
<td>Pressurizing Pump - Motorized</td>
<td>3000</td>
</tr>
<tr>
<td>5</td>
<td>Dewatering Pump</td>
<td>900</td>
</tr>
<tr>
<td>6</td>
<td>Pipe Bending Machine</td>
<td>7000</td>
</tr>
<tr>
<td>7</td>
<td>Dozer – D7/D6 or Equivalent</td>
<td>4500</td>
</tr>
<tr>
<td>8</td>
<td>Horizontal Auger Boring Machine</td>
<td>3500</td>
</tr>
<tr>
<td>9</td>
<td>Bevel cutting Machine (Manual)</td>
<td>600</td>
</tr>
<tr>
<td>10</td>
<td>DG Welding Machines</td>
<td>1140</td>
</tr>
<tr>
<td>11</td>
<td>D.G.Sets : 62.5 KVA to 200 KVA (inclusive of Generators)</td>
<td>3000</td>
</tr>
<tr>
<td>12</td>
<td>Induction/Resistance Heating equipment or LPG Multi Torch</td>
<td>3000</td>
</tr>
<tr>
<td>13</td>
<td>Pipe Clamp (Pneumatic/Hydraulic) Internal</td>
<td>1000</td>
</tr>
<tr>
<td>14</td>
<td>Pipe clamp (External)</td>
<td>500</td>
</tr>
<tr>
<td>15</td>
<td>X Ray M/C – Internal Crawler</td>
<td>2500</td>
</tr>
<tr>
<td>16</td>
<td>X Ray M/C External</td>
<td>1800</td>
</tr>
<tr>
<td>17</td>
<td>Gamma Source</td>
<td>760</td>
</tr>
<tr>
<td>18</td>
<td>Manual UT Machine</td>
<td>500</td>
</tr>
<tr>
<td>19</td>
<td>Hydra (8 – 10 MT)</td>
<td>3500</td>
</tr>
<tr>
<td>20</td>
<td>HDD Rig with all Equipments and Accessories</td>
<td>50000</td>
</tr>
<tr>
<td>21</td>
<td>Blast cleaning Machine</td>
<td>250</td>
</tr>
<tr>
<td>22</td>
<td>Air Compressor – (300 CFM)</td>
<td>2000</td>
</tr>
<tr>
<td>23</td>
<td>Air Compressor – (450/600/800 CFM)</td>
<td>2500</td>
</tr>
<tr>
<td>24</td>
<td>Filling pumps (400 m³/hr. to 100 m³/hr)</td>
<td>900</td>
</tr>
<tr>
<td>25</td>
<td>Pipe Trailers (FB/Semi Low Bed)</td>
<td>7000</td>
</tr>
<tr>
<td>26</td>
<td>Holiday Detector Unit</td>
<td>400</td>
</tr>
<tr>
<td>27</td>
<td>Dozing pump</td>
<td>250</td>
</tr>
<tr>
<td>28</td>
<td>Dead wt. Tester</td>
<td>200</td>
</tr>
<tr>
<td>29</td>
<td>Pipe Cable Locator</td>
<td>100</td>
</tr>
<tr>
<td>30</td>
<td>Hard drill (pneumatic) for rock blasting</td>
<td>3000</td>
</tr>
</tbody>
</table>

**NOTES:**

i. Rates are inclusive of operators/drivers and POL.

ii. Rates are inclusive of contractor’s overheads and profit.

iii. The recovery rates shall be the rates provided above plus 20% (twenty percent).

iv. Above rates are exclusive of GST.
SIGNATURE OF THE BIDDER: _______________________

NAME OF THE BIDDER: _________________________
GAIL (INDIA) LTD

PIPELINE LAYING AND ASSOCIATED WORKS

FOR

HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

SECTION VI

FORMS & FORMAT

P.013828 D11037 001
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<tr>
<th>FORM NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
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<td>BIDDER’S GENERAL INFORMATION</td>
</tr>
<tr>
<td>F-2</td>
<td>PROFORMA OF &quot;BANK GUARANTEE&quot; FOR &quot;EARNEST MONEY / BID SECURITY&quot;</td>
</tr>
<tr>
<td>F-3</td>
<td>LETTER OF AUTHORITY</td>
</tr>
<tr>
<td>F-4</td>
<td>PROFORMA OF &quot;BANK GUARANTEE&quot; FOR &quot;CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT&quot;</td>
</tr>
<tr>
<td>F-5</td>
<td>AGREED TERMS &amp; CONDITIONS</td>
</tr>
<tr>
<td>F-6</td>
<td>ACKNOWLEDGEMENT CUM CONSENT LETTER</td>
</tr>
<tr>
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<td>BIDDER’S EXPERIENCE</td>
</tr>
<tr>
<td>F-8</td>
<td>CHECK LIST</td>
</tr>
<tr>
<td>F-9</td>
<td>FORMAT FOR CERTIFICATE FROM BANK IF BIDDER’S WORKING CAPITAL IS INADEQUATE</td>
</tr>
<tr>
<td>F-10</td>
<td>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</td>
</tr>
<tr>
<td>F-11</td>
<td>FORMAT FOR CONSORTIUM/JV AGREEMENT</td>
</tr>
<tr>
<td>F-12</td>
<td>BIDDER’S QUERIES FOR PRE BID MEETING</td>
</tr>
<tr>
<td>F-13</td>
<td>E-BANKING FORMAT</td>
</tr>
<tr>
<td>F-14</td>
<td>INTEGRITY PACT</td>
</tr>
<tr>
<td>F-15</td>
<td>INDEMNITY BOND</td>
</tr>
<tr>
<td>F-16</td>
<td>FREQUENTLY ASKED QUESTIONS (FAQs)</td>
</tr>
</tbody>
</table>
F-1

BIDDER'S GENERAL INFORMATION

To,

GAIL (INDIA) LTD.
Jubilee Tower,
B-35-36, Sector 1
NOIDA- 201301
Dist. Gautam Budh Nagar (UP)

TENDER NO:  P.013828 D 11031 001 (e-tender no. 8000014912) for HMEL CONNECTIVITY PIPELINE PROJECT, BHALINDA

<table>
<thead>
<tr>
<th></th>
<th>Bidder Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Status of Firm</td>
</tr>
<tr>
<td>3</td>
<td>Name of Proprietor/Partners/Directors of the firm/company</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Number of Years in Operation</td>
</tr>
<tr>
<td>5</td>
<td>Address of Registered Office:</td>
</tr>
<tr>
<td></td>
<td>City:</td>
</tr>
<tr>
<td></td>
<td>District:</td>
</tr>
<tr>
<td></td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>PIN/ZIP:</td>
</tr>
<tr>
<td>6</td>
<td>Bidder’s address where order/contract is to be placed</td>
</tr>
<tr>
<td></td>
<td>City:</td>
</tr>
<tr>
<td></td>
<td>District:</td>
</tr>
<tr>
<td></td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>PIN/ZIP:</td>
</tr>
<tr>
<td>7</td>
<td>Office responsible for executing the contract with GST no. (In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided).</td>
</tr>
<tr>
<td></td>
<td>City:</td>
</tr>
<tr>
<td></td>
<td>District:</td>
</tr>
<tr>
<td></td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>PIN/ZIP:</td>
</tr>
<tr>
<td></td>
<td>GST No.:</td>
</tr>
<tr>
<td>8</td>
<td>Telephone Number/ Mobile no. of address where order is to be placed</td>
</tr>
<tr>
<td>9</td>
<td>E-mail address</td>
</tr>
<tr>
<td>10</td>
<td>Website</td>
</tr>
<tr>
<td>11</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>12</td>
<td>ISO Certification, if any</td>
</tr>
<tr>
<td>13</td>
<td>PAN No.</td>
</tr>
<tr>
<td>14</td>
<td>GST No. (refer sl. no. 8 above)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>15</td>
<td>EPF Registration No.</td>
</tr>
<tr>
<td>16</td>
<td>ESI code No.</td>
</tr>
<tr>
<td>17</td>
<td>Whether Micro or Small Enterprise</td>
</tr>
<tr>
<td></td>
<td>Whether MSE is owned by SC/ST Entrepreneur(s)</td>
</tr>
<tr>
<td></td>
<td>Whether MSE is owned by Women</td>
</tr>
</tbody>
</table>
|    | Whether payment is required through TReDS | Yes / No If Yes, please provide the name of portal  
|    | | .............................................. |
| 18 | Type of Entity | Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same). |
| 19 | Whether Bidder is Startups or not | Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 50) |

Place:     [Signature of Authorized Signatory of Bidder]
Date:     Name:
Designation:
Seal:
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

Ref:............. Bank Guarantee No:........

Date:..............

To,

GAIL (INDIA) LTD.
Jubilee Tower,
B-35-36, Sector 1
NOIDA- 201301
Distt. Gautam Budh Nagar (UP)

TENDER NO: P.013828 D 11031 001 (e-tender no. 8000014912) for HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

Dear Sir(s),

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

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

We, the __________________________ Bank at __________________________ having our Head Office __________________________ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by 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 Tenderer.

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ____________ day of ____________ 20__ at __________________.
INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper.

2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".

3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".

4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".

5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.

6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.
[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening']

Ref: Date:

To,
GAIL (INDIA) LTD.
Jubilee Tower,
B-35-36, Sector 1
NOIDA- 201301
Distt. Gautam Budh Nagar (UP)

TENDER NO: P.013828 D 11031 001 (e-tender no. 8000014912) for HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

Dear Sir,

I/We, _____________________________________ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation ____________________ Signature ___________________
     Phone/Cell: ____________________________
     Fax: _________________________________
     E-mail: ________________________________

[2] Name & Designation ____________________ Signature ___________________
     Phone/Cell: ____________________________
     Fax: _________________________________
     E-mail: ________________________________

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

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

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GAIL.
To,
GAIL (INDIA) LTD.
Jubilee Tower,
B-35-36, Sector 1
NOIDA- 201301
Distt. Gautam Budh Nagar (UP)

Dear Sir(s),

M/s. __________________________________________________________________ having registered office at ______________________ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _______________________________________________ vide PO/LOA /FOA No. ___________________________ dated______ for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the “GAIL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. ___________________________ (Rupees _________________________________________) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, in case of default.

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

1. We _________________________________________________________________ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. ___________________________ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor  to GAIL in such manner as GAIL may direct the said amount of Rupees ___________________________ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. ___________________________ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. ___________________________ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. ___________________________ (Rupees _________________________________________) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. ___________________________ and/or that any dispute or disputes are pending before any
officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the
bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents
by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any
other act of omission or commission on your part or any other indulgence shown by you or by any other
matter or changed what so ever which under law would, but for this provision, have the effect of releasing
the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up
dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects
and for all purposes be binding and operative until payment of all money due to you in respect of such
liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto ___________________ (this date should be
90 days after the expiry of defect liability period/ Guarantee period) _______________. The bank
undertakes not to revoke this guarantee during its currency without your previous consent and further
agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing.
However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period
stipulated in the order/contract and in case of extension of the date of delivery/completion resulting
extension of defect liability period/guarantee period of the supplier/contractor fails to perform the
supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the
supplier/contractor till such time as may be determined by GAIL. If any further extension of this guarantee
is required, the same shall be extended to such required period on receiving instruction from M/s.
_____________________________ (contractor) on whose behalf this
guarantee is issued.

6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as
principal debtor) in the first instant, without proceeding against the supplier/contractor and
notwithstanding any security or other guarantee that GAIL may have in relation to the
supplier’s/contractor’s liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the
written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee
shall be subject to the exclusive jurisdiction of courts at New Delhi.

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the
Supplier/Contractor up to a total amount of __________(amount of guarantees in words and figures)
and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in
default under the order/contract and without caveat or argument, any sum or sums within the limits of
(amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for
your demand or the sum specified therein.

8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and
the undersigned has full power to do under the Power of Attorney, dated ___________ granted to him by
the Bank.

Yours faithfully,

_____________________________
Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.

3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.

4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.
**AGREED TERMS & CONDITIONS**

To,

GAIL (INDIA) LTD.
Jubilee Tower,
B-35-36, Sector 1
NOIDA- 201301
Distt. Gautam Budh Nagar (UP)

TENDER NO: P.013828 D 11031 001 (e-tender no. 8000014912) for HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

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

<table>
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<tr>
<th>Sl.</th>
<th>DESCRIPTION</th>
<th>BIDDER’S CONFIRMATION</th>
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<tbody>
<tr>
<td>1</td>
<td>Bidder’s name and address</td>
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<tr>
<td>2</td>
<td>Bidder confirms the currency of quoted prices is in Indian Rupees.</td>
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<tr>
<td>3</td>
<td>Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.</td>
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</tbody>
</table>
| 4   | Rate of GST (CGST & SGST/UTGST or IGST) quoted in Price Schedule/SOR | CGST: ..................%  
Plus SGST/UTGST ........%  
Total: ..................%  
Or  
IGST:.............% |
| 4.1 | Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) | Yes/ No  
In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by:  
GAIL:.............%  
Bidder:.............% |
<p>| 4.2 | Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN) |                       |
| 4.3 | Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB |                       |
| 5   | Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document. |                       |
| 6   | Bidder confirms that Contract Performance Security will be furnished as per Bid Document. |                       |
| 7   | Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |                       |
| 8   | Bidders confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance. |                       |
| 9   | Bidders confirms acceptance of Price Reduction Schedule for delay in |                       |</p>
<table>
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<tr>
<th>Sl.</th>
<th>DESCRIPTION</th>
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</tr>
</thead>
</table>
| 10. | a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections).  
b) Bidder confirms that printed terms and conditions of bidder are not applicable. |  |
| 11. | Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids. |  |
| 12. | Bidder have furnished EMD/Bid Security details :  
a) EMD/ Bid Security No. & date  
b) Value  
c) Validity |  |
| 13. | As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder. | Confirmed  
Not confirmed |
| 14. | Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ GAIL or their relative is not a partner. |  |
| 15. | All correspondence must be in ENGLISH language only. |  |
| 16. | The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection. |  |
| 17. | Bidder confirms that all Bank charges associated with Bidder’s Bank shall be borne by Bidder. |  |
| 18. | No Deviation Confirmation:  
It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder’s Bid may be rejected. |  |
| 19. | If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:  
“We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India...” |  |
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<tr>
<td>20</td>
<td>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid</td>
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</tr>
</tbody>
</table>
| 21  | Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfillment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price. | Bidder hereby confirms that they are not on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.  
Further, Bidder confirms that neither they nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.  
Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.  
In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.  
Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them. |
| 22  | Bidder hereby confirms that they are not on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.  
Further, Bidder confirms that neither they nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.  
Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.  
In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.  
Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them. | Bidder hereby confirms that they are not on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.  
Further, Bidder confirms that neither they nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.  
Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.  
In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.  
Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them. |
| 23  | Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. | Bidder hereby confirms that they are not on ‘Holiday’ by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.  
Further, Bidder confirms that neither they nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.  
Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.  
In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.  
Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them. |

Place: [Signature of Authorized Signatory of Bidder]  
Date:  
Name:  
Designation:  
Seal:
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
GAIL (INDIA) LTD.
Jubilee Tower,
B-35-36, Sector 1
NOIDA- 201301
Distt. Gautam Budh Nagar (UP)

TENDER NO: P.013828 D 11031 001 (e-tender no. 8000014912) for HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

Dear Sir,

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

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:
  - Postal Address with Pin Code : ....................
  - Telephone Number : ....................
  - Fax Number : ....................
  - Contact Person : ....................
  - E-mail Address : ....................
  - Mobile No. : ....................
  - Date : ....................
  - Seal/Stamp : ....................

- We are unable to bid for the reason given below:
  Reasons for non-submission of bid:

_________________________________________________________________

Agency’s Name : ....................
Signature : ....................
Name : ....................
Designation : ....................
Date : ....................
Seal/Stamp : ....................
To,

GAIL (INDIA) LTD.
Jubilee Tower,
B-35-36, Sector 1
NOIDA- 201301
Distt. Gautam Budh Nagar (UP)

TENDER NO: P.013828 D 11031 001 (e-tender no. 8000014912) for HMEL CONNECTIVITY PIPELINE PROJECT, Bhatinda

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<thead>
<tr>
<th>Sl. No</th>
<th>Description of the Services</th>
<th>LOA /WO No. and date</th>
<th>Full Postal Address &amp; phone nos. of Client. Name, designation and address of Engineer/Officer-in-Charge (for cases other than purchase)</th>
<th>Value of Contract/Order (Specify Currency Amount)</th>
<th>Date of Commencement of Services</th>
<th>Scheduled Completion Time (Months)</th>
<th>Date of Actual Completion</th>
<th>Reasons for delay in execution, if any</th>
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Place: [Signature of Authorized Signatory of Bidder]

Date: [Name:

Designation:

Seal:]
F-8
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:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>DESCRIPTION</th>
<th>CHECK BOX</th>
<th>REFERENCE PAGE NO. OF THE BID SUBMITTED</th>
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<tbody>
<tr>
<td>1.0</td>
<td>Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)</td>
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<tr>
<td>2.0</td>
<td>Confirm that the following details have been submitted in the Un-priced’s part of the bid</td>
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<tr>
<td>i</td>
<td>Covering Letter, Letter of Submission</td>
<td></td>
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<tr>
<td>ii</td>
<td>Bid Security</td>
<td></td>
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<tr>
<td>iii</td>
<td>Signed and stamped original copy of bidding document’s along with drawings and addendum (if any)</td>
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<tr>
<td>iv</td>
<td>Power of Attorney in the name of person signing the bid.</td>
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<tr>
<td>v</td>
<td>Copies of documents defining constitution or legal status, place of registration and principal place of business of the company</td>
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<tr>
<td>vi</td>
<td>Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings</td>
<td></td>
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<tr>
<td>vii</td>
<td>Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed</td>
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<tr>
<td>viii</td>
<td>Confirm submission of document along with un-priced bid as per bid requirement.</td>
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<tr>
<td>3.0</td>
<td>Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)</td>
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<tr>
<td><strong>4.0</strong></td>
<td>Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.</td>
<td></td>
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<tr>
<td><strong>7.0</strong></td>
<td>Confirm that annual reports for last three financial years &amp; duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).</td>
<td></td>
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</tbody>
</table>

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:
FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank’s letter head)

Date:

To,
GAIL (INDIA) LTD.
Jubilee Tower,
B-35-36, Sector 1
NOIDA- 201301
Distt. Gautam Budh Nagar (UP)

Dear Sir,

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

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

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

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

Yours truly

For ………………………….. (Name & address of Bank)

(Authorized signatory)

Name of the signatory : 

Designation : 

Stamp

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FORMS & FORMATS

F-10
FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount (Currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1:</td>
<td></td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
</tr>
</tbody>
</table>

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Year ____</th>
<th>Amount (Currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Net Worth</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Year ____</th>
<th>Amount (Currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Current Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Current Liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Working Capital (Current Assets - Current liabilities)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Refer Instructions

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

Name of Audit Firm: [Signature of Authorized Signatory]
Chartered Accountant/CPA: Name:
Date: Designation:
Seal: Membership No.:
1. The Separate Pro-forma shall be used for each member in case of JV/Consortium.

2. The financial year would be the same as one normally followed by the bidder for its Annual Report.

3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

4. For the purpose of this Tender document:
   (i) **Annual Turnover** shall be “Sale Value/Operating Income”
   (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
   (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.

5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.

6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.
CONSORTIUM/JV AGREEMENT

This Consortium/JV Agreement executed on this ….. Day of ….. Between M/s …………………, a company incorporated under the law of ….. and having its registered/principal office at…………………………… (Herein after called the "Member-I/ ‘Lead Member’ which expression shall include its successors, executors and permitted assigns) and M/s …………………, a company incorporated under the laws of ….. and having its registered/principal office at ………………………………………….. (Herein after called the ‘Member – II’/ ‘Second Member’ which expression shall include its successors, executors and permitted assigns) ……………………………. ‘And M/s …………………., a company incorporated under the laws of ….. and having its registered/principal office at ………………………………………….. (herein after called the ‘Member – III’/ ‘Third Member’ which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no………………………………………… for the work of ……………………………

(Name of Project) of M/s ………………………. (Herein after called the ‘Owner’).

WHEREAS, the Owner invited bids vide its bid document no. ………………. for the work of ……………………………

AND WHEREAS as per tender documents, Consortium/JV entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium/JV bidder shall provide in its bid a Consortium/JV Agreement in an acceptable format in which the Members to the Consortium/JV are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated …….. based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be ……………….. Consortium/JV.

2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner),we the Members to the Consortium/JV, hereby agree that the Member-I (M/s,………..) shall act as the lead Member for self, and for and on behalf of Member-II/Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.
3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.

4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner’s demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.

5. The financial liability of the Member(s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.

6. Division of responsibilities of Scope of work among different Consortium/JV members is as per APPENDIX I (Responsibility Matrix) to this Consortium/JV Agreement.

7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in ‘APPENDIX I’ to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.

8. This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Delhi shall have exclusive jurisdiction in all matters arising thereunder.

9. In case of award of contract, we the Member(s) to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable/approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.

10. It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.

11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.

12. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

For M/s. (……………. Member

1. Seal of ......................................................

M/s. (Signature of authorised Representative)

has been affixed in my/our presence

pursuant to Board Resolution dated

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

Signature ........................................ Designation:

Designation

Page 22 of 39
For M/s. (………….. Member-II

1. Seal of

M/s.  

has been affixed in my/our presence  
Pursuant to Board Resolution dated  

Signature …………………………

Designation

For M/s. (………….. Member-III

1. Seal of

M/s.  

has been affixed in my/our presence  
Pursuant to Board Resolution dated  

Signature …………………………

Designation
**F-12**

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

To,

M/s Tractebel Engineering Pvt. Ltd., Gurgaon

TENDER NO: P.013828 D 11031 001 (e-tender no. 8000014912) for HMEL CONNECTIVITY PIPELINE PROJECT, BHATINDA

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>REFERENCE OF BIDDING DOCUMENT</th>
<th>BIDDER'S QUERY</th>
<th>GAIL'S REPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEC. NO.</td>
<td>Page No.</td>
<td>Clause No.</td>
<td>Subject</td>
</tr>
</tbody>
</table>

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

SIGNATURE OF BIDDER: ___________________________

NAME OF BIDDER: ___________________________

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E-Banking Mandate Form
(To be issued on vendors letter head)

1. Vendor/customer Name :

2. Vendor/customer Code:

3. Vendor /customer Address:

4. Vendor/customer e-mail id:

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)
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INTEGRITY PACT
INTEGRITY PACT

(IP signed by GAIL's executive shall be made part of tender document)
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 would be banned from the GAIL business in future as per Section 3.

b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. Further, GAIL would forfeit the security deposits/ Contract Performance Bank Guarantee.

c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against GAIL or its associates, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the
INDEPENDENT EXTERNAL MONITORS (IEMS)

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

i) Shri K.S. Ramasubban (email id: ramamma@hotmail.com)

ii) Shri Sunil Krishna (email id: jem.gail.sunil@gmail.com)

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 or Nodal Officer (presently K R M Rao, CGM (C&P)- Email krmrao@gail.co.in) in GAIL or directly with the IEMs on the panel or IEM 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)

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-

   i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.

   ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to
all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:

i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.

ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder /
Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.

iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.

5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.

7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

Page 7 of 12
Section 3 – Disqualification from tender process and exclusion from future contracts

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any GAIL’s future contract/ tender processes for a period specified in GAIL’s “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices” and also to terminate the contract, if already signed, on that ground as per provision of GAIL’s “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”. Further, the period of banning shall be as per GAIL’s policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.

3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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

Section 4 – Forfeiture of EMD / Security Deposits

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

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder’s exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by GAIL as per GAIL’s “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”

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

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.

3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors
If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 6 to 8 weeks from the date of reference or intimation to him by the ‘Principal’ and should the occasion arise, submit proposals for taking corrective measures.

7. Remuneration payable to Monitor (s) shall be borne by Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word ‘Monitor’ would include both singular and plural.

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

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

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**

Page 11 of 12
1. This agreement is subject to Indian Law. Place of performance and
exclusive jurisdiction is the Registered Office of the Principal, i.e. New
Delhi. The Arbitration clause provided in main tender document / contract
shall not be applicable for any issue / dispute arising under Integrity Pact.

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

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

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

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

[Signature]

(Name & Designation)  
For the Principal

(General Manager (CMP)
GAIL (India) Limited

Place ----------------------------------
Date ----------------------------------

(Name & Designation)  
For the Bidder/Contractor

Witness 1: ---------------

Witness 2: ---------------
F-15

INDEMNITY BOND

WHEREAS GAIL (India) Ltd. (hereinafter referred to as “GAIL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi 110066 has entered into a contract with M/s*…………………………. (Hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *…………………….. and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with GAIL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of GAIL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GAIL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GAIL are settled by the Contractor and/or GAIL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY:
For [Contractor]
Authorised Representative
Place:
Dated:
Witnesses:
1.
2

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### FREQUENTLY ASKED QUESTIONS (FAQs)

<table>
<thead>
<tr>
<th>SL.NO.</th>
<th>QUESTION</th>
<th>ANSWER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Can any vendor quote for subject Tender?</td>
<td>Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.</td>
</tr>
<tr>
<td>2.0</td>
<td>Should the Bid Evaluation Criteria documents be attested?</td>
<td>Yes. Please refer Section II of Tender document</td>
</tr>
<tr>
<td>3.0</td>
<td>Is attending Pre Bid Meeting mandatory.</td>
<td>No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.</td>
</tr>
<tr>
<td>4.0</td>
<td>Can a vendor submit more than 1 offer?</td>
<td>No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.</td>
</tr>
<tr>
<td>5.0</td>
<td>Is there any Help document available for e-Tender.</td>
<td>Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on GAIL E-Tender portal.</td>
</tr>
<tr>
<td>6.0</td>
<td>Are there any MSE (Micro &amp; Small Enterprises) benefits available?</td>
<td>Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.</td>
</tr>
</tbody>
</table>

All the terms and conditions of Tender remain unaltered.
GAIL (INDIA) LIMITED

LAYING AND ASSOCIATED WORKS

FOR

HMEL CONNECTIVITY PIPELINE PROJECT,
BHATINDA

SECTION VI

SCHEDULE OF RATES (SOR)
P.013828 D11038 001
ATTACHED SEPARATELY
At the helm of the Energy Transition, Tractebel provides a full range of engineering and advisory services throughout the life cycle of its clients’ projects, including design and project management. As one of the world’s leading engineering and advisory companies and with more than 150 years of experience, it’s our mission to actively shape the world of tomorrow. With about 5,000 experts and presence in more than 70 countries, we are able to offer our customers multidisciplinary solutions in energy, water and urban.