



**BHAGYANAGAR GAS LIMITED
(A JOINT VENTURE OF HPCL & GAIL)**

BID DOCUMENT FOR

**TENDER FOR STEEL PIPELINE HDD WORKS FOR ROAD
CULVERTS IN KAKINADA**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/456/2019-20

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SPECIAL CONDITIONS OF CONTRACT (SCC)

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1.0 **GENERAL**

- 1.1 Special conditions of contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of rates, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies or variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.
- 1.4 Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract price) shall be deemed to have included such cost.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/codes of practice for detailed specifications covering any part of the work covered in this Bidding on the contractor.
- 1.6 In partial modification to Clause No.21.0 of GCC the following shall apply:
- In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:
- i) Letter of acceptance alongwith statement of Agreed variations.
 - ii) Fax / Letter of Intent / Fax of Acceptance
 - iii) Schedule of Rates as enclosures to letter of acceptance
 - iv) Job / Particular Specifications
 - v) Drawings
 - vi) Technical / Material Specifications
 - vii) Special Conditions of Contract.
 - viii) General Conditions of Contract
 - ix) Indian Standards
 - x) Other Applicable Standards

It will be contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable

conflict in the contract documents before starting the work(s) of making the supply with reference which the conflict exists.

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

- 1.7 The requirements of any statutory body and authority like Indian boiler regulation, Tariff Advisory Committee, Chief controller of Explosives, etc, shall govern where these are more stringent than the requirements specified above.
- 1.8 Owner's representative means authorized representative of Owner (i.e. M/s BGL) and / or Consultant.

2.0 **THE WORK**

2.1 **Scope of work**

The scope of work covered in this Contract will be as described in **Annexure-1** to SCC and Particular job specifications, Standard Specifications, Schedule of Rates etc.

2.2 **Scope of Supply**

The scope of supply covered in this Contract will be as described in **Annexure-2** to SCC, Particular Job Specifications, Standard Specifications, Schedule of Rates etc.

2.3 **Time schedule**

- 2.3.1 The work shall be executed strictly as per time schedule given in **Annexure-3** to SCC. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting, demobilization and completion in all respects to the satisfaction of the Engineer-in-Charge.

- 2.3.2 A joint program of execution of work will be prepared by the Engineer-in-Charge and Contractor. This program will take into account the time of completion mentioned in 2.3.1 above.

- 2.3.3 The contractor shall scrupulously adhere to the Targets/Programs by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly program and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.

- 2.3.4 Contractor shall give every day category-wise labour and equipment deployment report alongwith the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

2.4 **Measurement of Works**

In addition to the provisions of Clause 88.1 of the General Conditions of Contract and associated provisions thereof, the provisions of **Annexure – 4** to SCC shall apply.

2.5 Terms of Payment

Terms of Payment will be as specified in **Annexure – 5** to SCC.

2.6 Temporary Works

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, temporary drains at the work site, preparing approaches to working areas, wherever required, for execution of the work, shall be the responsibility of Contractor.

2.7 Temporary Fencing

The Contractor shall, at his own costs and expenses, erect and maintain in good condition temporary fences and gates along the boundaries of the site assigned to him wherever required as per instruction of Engineer-in-charge. Wherever trenching is being done specially at crossing site near habitation and public movement. The contractor shall fence with bamboo or other materials of sufficient strength for all excavations and shall light the same at night. The Contractor shall, except when authorized by the Engineer-in-Charge, confine his men, materials and plant etc. within the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with the works unless prior written permission or consent of the Owner/Engineer-in-Charge has been obtained. Access to site shall be made only through the approved gateways. The Contractor shall maintain sufficient watchmen at site to the satisfaction of the Owner/Engineer-in-Charge.

2.8 Contractor's Temporary Structure

The Contractor may, at his own costs and expenses and subject to the approval of the Engineer-in-Charge and statutory authorities, construct offices, stores, workshop and remove the same as per the orders of the Engineer-in-Charge on completion of the contract. Whenever required the Contractor shall furnish such details of his temporary works as may be called for by the Owner/Engineer-in-Charge as to their safety and efficiency. The Owner/Engineer-in-Charge may direct those temporary works which he considers unsafe or, inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction, on maintenance of all the equipments and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The Owner/Engineer-in-Charge, may if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction.

2.9 Statutory Approvals

2.9.1 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses from all concerned authorities in respect of pipeline crossing & all related works shall be the responsibility of the Contractor and the cost of the same shall be deemed to have been included in the quoted prices.

The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along

with copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractor on production of documentary evidence. The contractor is responsible for obtaining the permission/work/traffic permits to meet the agreed monthly targets.

Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

2.10 **Quality Assurance**

2.10.1 Detailed quality assurance program to be followed for the execution of Contract under various divisions of works will be mutually discussed and agreed.

2.10.2 The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.

2.10.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the in the form of QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and dispatch of materials.

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.

2.10.4 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work.

2.11 **Notice and Licenses**

The Contractor shall at his costs and expenses give to the Municipal or Panchayat, NHAI, R&B, Police, traffic police and other authorities all notices etc., that may be required in law to be given and obtain all necessary permissions and licenses etc., for temporary obstructions, enclosures and pay all fees, taxes charges etc. which may be levible by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

2.12 **Working Hours**

Depending upon the requirements, time schedule/ drawn up programs and the target set to complete the job in time the works may have to continue beyond normal working hours to the

extent of round the clock and on holidays also for which no extra claim shall be entertained.

2.13 Responsibility of Contractor

Preparing approaches and working area for the movement and operation of the cranes, leveling the area 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.

The procurement and supply in sequence and at the appropriate time of all materials and consumables covered under Contractor's scope of supply shall be entirely the Contractor's responsibility. Contractor shall not use any of the equipment or materials issued to him by Owner for temporary works, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deduction at penal rates will be made from the Contractors bill for such quantities that are misused.

Contract Price is deemed to be inclusive of all expenses towards above responsibilities.

2.14 Additional Works/Extra Works

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

3.0 Construction

OWNER reserves the right to inspect all phases of Contractor's operations to ensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectors or other duly authorized representatives, made known to the Contractor present during progress of the WORK and such representatives shall have free access to the WORK at all times. The presence or absence of an Owner's representative does not relieve the Contractor of the responsibility for quality control in all phases of the WORK. In the event that any of the WORK being done by the Contractor or any Sub-Contractor is found by Owner's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the Contractor shall, upon verbal notice of such, revise the work in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

3.1 Rules and Regulations

Contractor shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same.

3.2 Procedures

Various procedures and method statements to be adopted by Contractor during the construction as required in the respective specifications shall be submitted to Engineer-in-Charge in due time for approval. No construction activity shall commence unless approved by Engineer-in-Charge in writing.

3.3 Security

The work being in protected area, entry into the work area shall be restricted and governed by issue of photo gate passes by the Security/CISF. The Contractor shall arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/gate pass for his staff and labour and entry and exit of his men and materials shall be subject to vigorous check by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.

3.4 Drawings and Documents

Refer Particular Job specifications/Technical specifications.

3.5 Excavation by blasting is not permitted wherever required in hard strata other mechanical tools shall be used.

3.6 Construction Equipment & Mechanization of Construction Activities

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.

However, Contractor agrees that he will deploy the required numbers and types of the part & machinery applicable for different activities in consultation with the Engineer-In-Charge during execution of works.

The Contractor shall mechanize the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.

Wherever Structural/Piping works are included in the scope, the Contractor's responsibilities shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches working areas for the movement/operation of cranes and leveling the areas for assembly/erection to ensure effective mechanization on the works. The Contractor shall acquaint himself with availability of access, facilities such as railway siding, local labour etc. and the Contractor may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same. It may be noted that all fabrication work shall be carried out in fully mechanized workshops to reduce site fabrication to minimum.

For speedy execution of work, Contractor shall also ensure use of computer software for at least the following:

- (i) Billing
- (ii) Planning & Scheduling
- (iii) Progress Reporting
- (iv) Material Control & Warehousing

- (v) Safety Records
- (vi) Resource Deployment
- (vii) Communication

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 in this regard shall entertain no claim whatsoever.

3.7 **Site Organization**

The Contractor shall provide all necessary superintendence during the design and execution of the Works and as long thereafter as the Engineer-in-Charge may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out including the methods and techniques required the hazards likely to be encountered and methods of preventing accident for the satisfactory and safe execution of the Work. The workmen deployed, by the Contractor should also possess the necessary license etc., if required under any law, rules and regulations.

Subject to the provisions in the Contract Document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the Work, Contractor shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of Work.

3.7.1 **Supervision**

All construction work will be carried out as per direction of EIC, and this will be the primary point of contact between the Contractor and BGL on site. All work will be issued and sanctioned through the EIC and site control exercised by site engineers. The Contractor shall ensure that technical quality standards are maintained, that construction is carried out cost effectively and that a good customer and public image is maintained for BGL.

The Contractor will appoint his own supervisors of minimum number instructed by EIC. These personnel will be responsible to the SE for monitoring construction standards and for ensuring that all detailed technical requirements are met on each and every job which is undertaken. The Contractor's supervisor(s) will have day to day liaison with the SE, and will provide the SE with technical reports and audits, and other management information as is required on work progress and construction quality standards.

The Contractor's supervisor shall have mobile telephones or pagers to ensure that they can be contacted at all times. The Contractor will also nominate one person who can be contacted if necessary out of hours, for the duration of the works. The Contractor's supervisor will have access to transport at all times to allow them to visit sites and attend meetings with BGL as is required, the normal day to day issue of work instructions, communication between BGL and the Contractor's supervisor and the SE. No deviation from the approved technical specification / issued construction drawings shall be undertaken without written approval of EIC.

3.8 **Health Safety and Environment (HSE) Management**

After the award of the contract, detailed Health, Safety and Environment (HSE) program to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractor, Client & PMC.

The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

Should follow work permit systems and work towards the zero accidents.

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.

The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per BGL Specification and General Conditions of Contract.

It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and BGL's safety standards. In addition, and before any work takes place all the Contractor's operatives shall be given training in site safety by the trained person under supervision of BGL. If the Contractor wishes to start any new operators on site, he must first inform the SE, who will arrange for such training to be arranged.

3.9 **General Guidelines During and Before Erection**

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

3.9.2 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be Supplied and installed by the Contractor as required till the installation work is satisfactorily completed.

Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

3.9.3 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines shall be fulfilled by the Contractor.

3.9.4 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/advanced instruments.

3.10 **Construction Photographs**

The Owner desires to have two sets of monthly progress reports with geo tagged photographs

& Videos showing the progress of construction. Before utilizing any photograph for publicity, the Contractor shall obtain prior approval of the Owner.

3.11 **Schedule of Labour**

Schedule of Labour Rates attached as **Annexure-VIII** to SCC shall be used for analyzing rates for extra items.

Schedule of equipment rates attached as **Annexure-IX** to SCC shall be used for analyzing rates for extra items.

3.11A **Construction Equipment**

Contractor to mobilize construction equipment in good condition to complete the work in the schedule time period. The list of construction equipments required for execution of works is mentioned in Annexure-VII.

3.12 **Specific Requirements**

The contractor to take up the works in the existing area of MDPE grid also. This includes service lines provided for domestic connections. No separate payment shall be made for the works carried out in the existing areas. The decision of allocation of works in the existing/new area is entirely at the discretion of Engineer in charge and contractor to bind the instructions.

In addition, the specific requirements spelt out in various technical parts of the Bidding Document shall be followed by Contractor.

3.13 **Site Cleaning**

3.13.1 The BIDDER shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

3.13.2 Working site should be always kept cleaned up to the entire satisfactions of the Engineer-in-charge.

Before handing over and work to owner, the BIDDER in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

3.14 **SURVEY OF WORK**

Before the WORK or any part thereof are begun, the Contractor's agent and the Engineer-in-Charge's representative shall together survey the SITE and decide the tentative route considering all obstructions on which the pipeline is to be laid and on which measurements of the WORK are to be based. Such particulars shall be plotted by the BIDDER and trial pits started thereon.

The Contractor shall be entirely responsible for the correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

WORK shall be suspended for such times as necessary for checking lines and levels on any part of
(Seal & Stamp of Bidder)

the WORK.

The Contractor shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out to WORKS.

Before commencement of any activity, Contractor's quality control set up duly approved by company must be available at site.

4.0 TESTS, INSPECTION AND COMPLETION

4.1 Tests and Inspection

The Contractor shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner.

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

The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall follow all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Bidding Document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.

The Contractor shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for tray fixing and inspection work.

Compressed air for carrying out flushing & testing works shall be arranged by the Contractor at his own cost.


For material supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the Owner at actual to the Contractor on production of documentary evidence.

For materials supplied by Owner, contractor shall carryout the tests, if required by the Engineer-in- charge, and the cost of such tests shall be reimbursed by the Owner at actual to the Contractor on production of documentary evidence.

Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in- Charge immediately.

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

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

4.2 **Final Inspection**

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defect is noticed, the Contractor will be notified by the Engineer-in-Charge and he shall make good the defects at his own cost and risk with utmost speed. If, however, the Contractor fails to attend to these defects within a reasonable time (time period shall be fixed by the Engineer-in-Charge) then Engineer-in-Charge may have defects rectified at Contractor's cost.

When these works are carried out at the risk and cost of the Contractor, the Engineer-in-charge would recover the actual cost incurred towards labour, supervisions and material, consumables or otherwise, plus 100% towards overheads from any pending bill of the Contractor or the security deposit.

4.3 **Documentation**

4.3.1 **As - Built Drawings**

Notwithstanding the provisions contained in standard specifications, upon completion of commissioning, the BIDDER shall complete all of the related approved drawings along with bill of materials to the "AS BUILT" stage provide to a **scale of 1:500** and submit to BGL, the following:

- a) One complete set of all original tracings.
- b) One complete set in reduced size (279 mm x 432 mm).
- c) One complete set of Soft Copy in CD of all original drawings.
- d) Six complete sets of approved color prints in A0 / A1 sizes.

4.3.2 **Completion Document**

The following documents shall be submitted in hard binder by the BIDDER in THREE sets, as a part of completion documents: -

- a) Copies of the Inspection reports, Laying Graphs, HDD Profiles and valve pit drawings.
- b) Pre testing, final Hydrostatic / pneumatic and other Test results and reports.
- c) Consumption statements of PE / GI certified by Owner's Site Engineer.
- d) Material Reconciliation, stores issue & return statements
- e) All other requirements as specified in the respective specifications.
- f) Completion Certificate issued by Owner's Site Engineer.
- g) No claim certificate by the BIDDER.

- h) Completion certificate for embedded and covered up works wherever applicable.
- i) Recovery statement, if any.
- j) Deviation statement.
- k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- l) Copies of deviation statement and order of extension of time, if granted.
- m) Any other contractual documents required on completion

4.4 **Statement of Final Bills-Issue of No Demand Certificate**

The final bill of Contractor shall be accompanied by no claim and no-demand certificate.

4.5 **Issue and Reconciliation of Material**

Every month, the contractor shall submit an account for all materials issued by Owner in the Performa prescribed by the Engineer-in-charge. On completion of the work, the contractor shall submit “Material Appropriation Statement” for all materials issued by the owner in the Performa prescribed by the Engineer-in charge.

All unused scrap materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner’s designated store. In case the contractor fails to do so/or exceeds the limits of allowances specified above for scrap/serviceable materials .then the recovery for such quantities not returned by the Contractor will be done at the penal rate i.e,125% of landed cost at the time of final bill/closing of contract by Engineer-in-charge. The recovery shall be affected from the contractor’s bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment /weightment/measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials in to separate stakes of serviceable and scrap materials.

In addition to above, other requirements are covered in Annexure-VI to SCC.

5.0 **REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)**

- 5.1 Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contract at their own cost with the Reserve Bank of India, 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 Employer for record.

6.0 **LIMITATION OF LIABILITY**

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

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of contract performance guarantee by the Employer.

6.2 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.

7.0 CRITICAL WORKS TO BE CARRIED OUT BY CONSORTIUM LEADER-DELETED

8.0 CONTRACT PERFORMANCE GUARANTEE

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

8.1 As a Contract Security, the Contractor to whom the work is awarded, within 15 (Fifteen) days of such award of contract shall furnish a Contract Performance Guarantee in favour of the Employer in the form of an irrevocable and unconditional Bank Guarantee as per Performa approved by Employer. This Bank Guarantee shall be issued by any Indian Nationalized /Scheduled Bank or reputed International Bank as stipulated at Clause 37.0 below. The Guarantee amount shall be 10% (Ten Percent) of the Contract Price as awarded, for the faithful performance of the contract strictly in accordance with terms and conditions of contract. The Guarantee shall be valid till expiry of 90 (Ninety) days after the end of Defect Liability Period.

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

8.3 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 till expiry of 90 days after the end of Defect Liability Period /Guarantee period for entire works covered under the contract.

8.4 In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer may without prejudice to any other right or remedy available to the Employer, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 32.0 below. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

9.0 TAXES, DUTIES AND LEVIES IN INDIA

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

10.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES - DELETED

11. SUBSEQUENT LEGISLATION

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

12.0 STATUTORY VARIATION IN TAXES & DUTIES

12.1 Clause 100.1 of GCC is modified to the following extent.

12.2 The statutory variation in Custom Duty, CVD, Excise duty, GST etc **except WCT** within the Contractual completion period shall be to Employer's (BGL) account, against submission of the documentary evidence. However, any increase in the rate of Custom Duty, CVD, Excise duty, GST ,etc beyond the Contractual completion period shall be to contractor's account whereas any decrease in the rate of Custom Duty, CVD, Excise duty, GST etc shall be passed on to the Employer.

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

12.4 Regarding GST and Excise Duty & WCT, Contractor shall submit GST Invoices/bills giving break-up of tax amount, so that Employer can avail the input tax benefit as per rule. The GST Invoice to be raised on

Office In Charge
Bhagyanagar Gas Limited
Hyderabad.

13.0 INCOME TAX & CORPORATE TAX

13.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

13.2 Corporate Tax liability, if any, shall be to the contractor's account.

13.3 Works Contract tax as may be applicable shall be deducted as per the trade tax act.

14.0 CUSTOM DUTY

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

The CIF value of materials envisaged to be imported for the purpose of permanent incorporation in the works shall be indicated separately in the Price Schedule. The custom duty and other import duties payable on the CIF value of materials imported for the purpose of permanent incorporation in the work shall be paid directly by the contractor and are included in the contact price. However, the Employer shall pay statutory variation in custom duty (except Cenvatable component), if any, after the date of submission of last price bid & up to Contractual completion period but beyond the contractual completion period the statutory variation shall be to contractor's account.

15.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS

- 15.1 Contractor is liable to pay custom duty on the equipments brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.
- 15.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer, the Employer may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer, of the like amount in the form and from a Bank in India approved by the Employer.
- 15.3 If for any reason the Employer is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer pay the same to the Employer, with the right in the Employer/Consultant (without prejudice to any other mode of recovery or right of the Employer/Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Employer, by the Contractor in favour of the Employer for an amount equivalent to amount of custom duty.

15.4 The obligations undertaken and/or any bond or facility provided by the Employer to the Contractor shall be based on the clear understanding that the said equipment shall be utilised by the Contractor only for the performance of the work covered under this contract and that the Employer/Consultant shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor shall utilise or permit to be utilised the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @22% (Twenty two percent) per annum from the date of relative payment by Employer up to the date of recovery in full.

16.0 ISSUE OF CERTIFICATE- PERTAINING TO IMPORT

BGL shall not provide any kind of certificate.

17.0 IMPORT LICENCE

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

18.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

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

19.0 INTELLECTUAL PROPERTY

19.1 Neither Employer nor Contractor nor their personnel, agents nor 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 known 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 Employer/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

20.0 FIRM PRICE

20.1 The quoted prices shall be firm and shall not subject to price escalation till the work is completed

in all respects.

21.0 WORKS CONTRACT

21.1 The work covered under this contract shall be treated as "Works Contract".

22.0 PROVIDENT FUND ACT

22.1 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 the RPFC for the preceding months.

23.0 MOBILIZATION ADVANCE - NOT APPLICABLE.

24.0 CHANGE ORDERS/EXTRA WORKS/DEVIATIONS: Applicable as per GCC Clause.

25.0 TERMS OF PAYMENT

25.1 Basis and terms of payment for making "On Account Payment" shall be as set out in **Annexure-5** to SCC.

26.0 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

27.0 COORDINATION WITH OTHER AGENCIES

27.1 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.

28.0 SETTLEMENT OF DISPUTE BETWEEN TWO PSU's

In the event of any disputes or difference relating to the interpretation and application of the provisions of the contracts, such disputes or differences shall be referred by either party to the Arbitration in the Department of Public Enterprises nominated by the Secretary to the Govt. of India in charge of the Board of Public Enterprises, Govt. of India. The Arbitration and Conciliation of shall not be applicable to such arbitration. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special/ Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

29.0 ROYALTY

Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer is able to obtain the exemption of Royalty from

the State Government, the contractor shall pass on the same to Employer for all the items involving Royalty.

30.0 SITE FACILITIES FOR WORKMEN

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.

31.0 ARBITRATION

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

- 31.1.1 All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.
- 31.1.2 The Employer (BGL) 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.
- 31.1.3 In the event of failure of the other party to select the sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Employer on the appointment of Sole Arbitrator shall be final and binding on the both parties.
- 31.1.4 The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the Parties. The arbitration proceeding shall be in English language and the venue shall be at Hyderabad, India.
- 31.1.5 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.
- 31.1.6 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Hyderabad (India).
- 31.1.7 Bidders/ Supplier/ Contractors may please note that the Arbitration & Conciliation Act, 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL, model law), which were prepared after extensive consultation with Arbitral Institutions and centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration

rules on 15 December 1976.

32.0 PRICE REDUCTION SCHEDULE: Applicable as per the GCC Clause No.27.

33.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

33.1 The Contractor shall follow the specifications with respect to Project Planning, Scheduling and Monitoring system as giving in Bidding Document.

34.0 CHECKING OF LEVELS

34.1 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.

34.2 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.

35.0 STORAGE FACILITIES

35.1 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.

36.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

36.1 Clause No. 20.0 of GCC is modified to the following extent: the contract where the quoted rates for the items exceed 50% of the owners/ estimated rates, such items will be considered as Abnormally High Rates Item (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

- i) Rates as per SOR, quoted by the Contractor.
- ii) Rate of the item, which shall be derived as follows:
 - a) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

37.0 BANK GUARANTEES

37.1 The provision relating to submission of Bank Guarantee from any Nationalized Bank wherever appearing in above documents stand replaced by the following:

- i) Bank guarantees towards Bid Security from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International Bank or Indian

scheduled bank in case of foreign bidders other than co-operative banks , may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.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.

- ii) Similarly, bank guarantees towards Performance and Advance Payments may be accepted from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, other than the 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.
- iii) Guarantee towards Bid Security/Contract and Equipment Performance / Advance Payment may also be acceptable from All India Level Public Financial Institution on case to case basis meeting the following criteria :
 - a) The Institution is All India Level Public Financial Institution.
 - b) It should be rated AAA by any rating agency like CRISIL.
 - c) The Institution should be authorised by way of Law/its memorandum to issue such guarantee.

38.0 INPUT TAX CREDIT BENEFITS

38.1 Contractor shall be required to provide the Employer with all documents necessary for the Employer to claim ITC benefits on the countervailing duty and excise duty paid on the materials to be supplied as per the Bidding document. Payment shall be made as per the payment terms indicated in the Contract against the Contractor's relevant running account bills against receipt of requisite GST documents.

Contractor shall provide the Invoices (bearing GST Registration Number) equivalent to GST quoted in the Price Schedule

In case the Contractor fails to provide the requisite GST documents to Employer to enable ITC benefits of equivalent amount quoted in Price Schedule, the Contract Price payable to the Contractor shall stand adjusted/reduced to the extent of the shortfall. ”

39.0 COMPUTERIZED BILLS

Contractor shall submit computerized bills with duly printed GST Registraion no. etc.

40.0 ORDER PLACEMENT OF BOUGHT OUT ITEMS

The contractor is required to submit detailed procurement plan for all bought out items within 10 days from the date of placement of work order with inspection and test plan. At the discretion of BGL, the material categorization plan shall be approved, and deploy inspection agency to inspect the materials at vendor shop. The materials shall be procured as per the instruction of

engineer in-charge to meet the schedule. The materials shall not be used without Manufacturing test certificates and other traceability reports confirming to the required specification.

41.0 POWER WATER & OTHER UTILITIES

Power, water and other utilities shall be arranged by the contractor at his own cost.

42.0 PRICE REDUCTION SCHEDULE: As per GCC

ANNEXURES TO SCC

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Annexure-1	:	Scope of Work
Annexure-2	:	Scope of Supply
Annexure-3	:	Time Schedule
Annexure-4	:	Measurement of Work
Annexure-5	:	Terms of Payment
Annexure-6	:	Condition for issue and Reconciliation of Materials
Annexure-7	:	Schedule of Labour Rate
Annexure-8	:	Schedule of Equipment Hourly Rental Rate

SCOPE OF WORK (Annexure-I to SCC)

ANNEXURE-1 TO SCC

1.0 SCOPE OF WORK

Scope of work shall be as detailed in Particular Job Specification, Technical Specifications, Schedule of Rates & as mentioned below.

1. Carrying out the HDD works of 4" steel pipeline.
2. Preparation of HDD string including welding, field joints, coating at the weld joints & bends if any, RT of the weld joints, backfilling, restoration of the ROU portion.
3. Excavation of HDD inlet & outlet pits, hook up connectivity of HDD pipeline with existing pipeline, installation of BGL provided warning mat, backfilling, restoration of the ROU portion.
4. Carrying out non-destructive testing of welds as required including 100% radiography by Gamma-ray / x ray. Carrying out repairs of weld joints found defective, carrying out re-radiography and other tests as required on repaired joints
5. Coating of the weld joints & bends if any after successful passing of NDT.
6. All Tying-in of the pipeline for connectivity with existing pipeline, final hook up with the existing pipeline and supply of required quantity of Nitrogen in the pipeline for completion of pre-commissioning activities.
7. Pre-commissioning of 4" steel pipeline from DRS-02 (Samalkot) to SV-12 (Tirumala agencies) including supply of Nitrogen for a length of 6500 Mtrs (approx.).
8. Supply & Installation of 4" Elbow 90° bends for connectivity with existing steel pipeline. Scope includes supply, welding, RT & coating of bends.
9. Laying of pipeline wherever required for connectivity to existing steel pipeline. Scope includes excavation of trench, lowering, installation of owner supplied warning mat, field joint welding, RT, coating, backfilling & restoration of ROU.
10. Completion of all the required documentation for HDD works & submission of final documents to BGL.
11. All pipes to be returned making bevel edge or surplus repair coating to BGL storeyard.

**SCOPE OF SUPPLY
(Annexure-II to SCC)**

ANNEXURE-2 TO SCC

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply (Free Issue Item)

Owner's scope of supply shall be as mentioned in the scope of work and specifications as per the tender.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

BGL's designated store for this project shall be located at CGS cum Mother station at Kakinada.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as **Annexure-VI** to SPECIAL CONDITIONS OF CONTRACT.

FIM Materials issued from owner is as follows.


4" Pipe=1350 Mtrs for an amount of Rs. 22,56,012/- (approx.).

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 which are 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.

TIME SCHEDULE

(ANNEXURE-III TO SCC)

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ANNEXURE-3 TO SCC

TIME SCHEDULE

Name of Work	Time of Completion
Steel Pipeline HDD works for Road culverts in Kakinada.	03 months from date of FOA. The above time schedule is inclusive of Mobilization period.

Note:

- 1) The time of completion shall be reckoned from the date of award of contract, which shall be the date of issue of letter/ Fax of Intent.
- 2) The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.
- 3) It should be noted that the period of construction given above includes preparation of drawings (if required), procurement and supply of materials including their inspection & testing, mobilization at site, construction, obtaining permits, laying, fabrication, erection inspection, testing, rectification (if any), pre-commissioning, commissioning and demobilization works etc. complete in all respects to the entire satisfaction of Owner/ Engineer-in-charge.

(**STAMP & SIGNATURE OF BIDDER**)

MEASUREMENT OF WORK (Annexure-IV to SCC)

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MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge. The decision of the engineer in-charge will be binding on the contractor.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- 1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.7 No other payment either for temporary works connected with this Contract or for any other item such as weld, shims, packing plates, erection bolts, nuts, washers, grout etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.
 - i) Weight : MT or Kg
 - ii) Length : M (Meter)
 - iii) Number : No.
 - iv) Volume : Cu.M
 - v) Area : Sq.M

2.0 PIPING


- 2.1 Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall include all types of fittings, bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

3.0 FOR PIPELINE CROSSINGS BY HDD / BORING / MOLING METHOD

Payment shall be made as specified in SOR, PJS and Technical Specification

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TERMS OF PAYMENT (Annexure-V to SCC)

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ANNEXURE-5 TO SCC

1.0 TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below

Contractor shall submit his invoices to the Owner's representative monthly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work.

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

For all SOR items.

90%	Completion of the work in all respects and submission of documentary proof to BGL
10%	After successful completion of entire works and handing over, submission of final documents and closure of contract.

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**CONDITIONS FOR ISSUE AND
RECONCILIATION OF MATERIAL
(Annexure-VI to SCC)**

1.0 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 The Contractor will maintain a register with record of all the materials received from client/owner, Materials issued for installing and the materials remaining with proper identification, batch number etc.
- 1.7 All free issue materials shall be issued to contractor against submission of Indemnity Bond (as per provided by BGL for 150% value of free issue materials).
- 1.8 In case of any defects in the materials issued the same shall be returned to BGL stores within 15 days of issuance of materials by BGL.
- 1.9 In case of non availability of required material to be provided by the contractor and the material being available with BGL, it can be issued to the contractor on chargeable basis. The charges payable by the contractor shall be in advance and at the last PO rate plus 15% towards overheads. However, any delay on account of non-availability of material shall be to contractor's account for applicability of PRS clause.

2.0 Reconciliation of Owner supplied materials

Every month, the contractor shall submit an account for all materials issued by Owner in the proforma prescribed by the Engineer-in-charge. On completion of the work the contractor shall submit "Material Appropriation Statement" for all materials issued by the Owner in the proforma prescribed by the Engineer-in-charge.

Unserviceable materials (scrap) lengths of pipes and other partly used items are the property of BGL and must be returned to the store with the proper documentation so that they can be considered as part of the material reconciliation.

Item	Unaccountable	Scrap
Gas Meters	0%	0%
Isolation & appliance valves	0%	0%
Regulators	0%	0%
GI Service Pipes	2%	2% (less than 0.5 mtrs)
PE Pipes	2%	2% (less than 2.0 mtrs)
Consumables	Discretionary	-

The percentage allowance shall be accounted on the basis of final measurement book.

All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard(s). In case the Contractor fails to do so/ or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 125% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment/ weighment/ measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials.

Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

SCHEDULE OF LABOUR RATES

(Annexure-VII to SCC)

SCHEDULE OF LABOUR RATES (FOR EXTRA WORKS)

Sl. Classification Rates in INR for 8 hours
No. Personnel

Daily Rate in Rs.

1.	Engineer	1000/-
2.	Surveyor Foreman	500/-
3.	Pipe Fitter	700/-
4.	Pipe Welder	800/-
5.	Gas Cutter	600/-
6.	Grinder	500/-
7.	Mason	800/-
8.	Plumber	600/-
9.	Carpenter	500/-
10.	Painter	500/-
11.	Electrician	800/-
12.	Cable Jointer	175/-
13.	Instrument Technician	800/-
14.	Rigger	450/-
15.	Watchman/Helper	450/-
16.	Concrete Mixer Operator	650/-
17.	Heavy Machine Operator	1000/-
18.	Fusion Operation/ Jointer	700/-
19.	HDD tracker/surveyor	800/-
20.	HDD Rig operator	1400/-

(SIGNATURE OF BIDDER)

NOTES:-

Rates are final and Tendered is to sign only without deviation.

**EQUIPMENT HOURLY RENTAL RATES FOR
EXTRA WORKS**
(Annexure-VIII to SCC)

EQUIPMENT HOURLY RENTAL RATES FOR EXTRA WORKS

SL. NO.	DESCRIPTION OF EQUIPMENT	HOURLY RENTAL RATES FOR EXTRA WORKS INCLUDING CONSUMABLES
1)	Excavator 0.5 m ³	Rs. 1000/-
2)	Moling machine	Rs. 650/-
3)	Compressors 210 CFM	Rs. 350/-
4)	Dewatering Pumps	Rs. 125/-
5)	Fusion Jointing Machine	Rs. 250/-
6)	Diesel operated power generators	Rs. 600/-
7)	Gas cutting set with cylinders	Rs. 100/-
8)	Compressor 600 CFM Capacity	Rs. 500/-
9)	Trucks	Rs. 225/-
10)	Car/Jeep	Rs. 200/-
11)	Tractor with trolley	Rs. 200/-
12)	Tripod with 5 Tons Chain Pulley Block	Rs. 100/-

SECTION-10

SCHEDULE OF RATES (SOR)

Item No.	Activity	Unit	Quantity	Unit Rate incl of taxes & duties excl. GST in Rs.	Total amount incl of taxes & duties excl. GST in Rs.
1	2	3	4	5	6 = 4x5
	<p>Contractor Scope of work includes: HDD works including pre-hydrotesting & hook up with existing pipeline.</p> <p>Receiving after inspection , loading , unloading and transportation and stacking of 3-Layer PE coated & other materials issued by BGL as free issue materials from BGL designated store yard at Kakinada to work-site.</p> <p>Excavation of the trench for matching the alignment with existing pipeline, coating at the weld joints & bends if any, RT of the weld joints, backfilling, restoration of the ROU portion at original level and any other works required for completion of job as per instructions of EIC.</p>				
	Steel Pipeline CROSSINGS BY HDD				
	Culvert Crossing by HDD along the road for Culverts in all type of soil conditions.				
1.1	For carrier pipeline of 3LPE Coated Carbon Steel Pipeline with Line pipe detail 4" NB, 6.4 mm thk API 5LX52	Mtrs	1200		-
2	Pre-Commissioning of Steel pipeline from DRS0-02 to SV-12				
2.1	4"pipeline	Mtrs	6500		-

3	<p>Checking, cleaning, aligning, bending, cutting and bevelling (as required) of pipes for welding and field adjustments including pipe fittings, welding, carrying out non-destructive testing of welds as required including 100% radiography by Gamma-ray/ x ray and providing all requisite equipment, labour, supervision, materials, films, consumables, all facilities and personnel to process, develop, examine and interpret radiographs and other tests as required, carrying out repairs of weld joints found defective by Engineer-in-Charge, carrying out re-radiography and other tests as required on repaired joints.</p>				
PIPELINE LAYING/ INSTALLATION					
3.1	4" 6.4 MM Thk API 5L Gr. X-42 3 Layer PE Coating (Externally)	Mtrs	150		-
4	<p>Supply & Installation of fittings. Scope includes supply, installation, welding, RT & coating of fittings.</p>				
4.1	4" Long Radius- 3D Bend, 90 Degree, Thk 6.40 mm, API 5 L Gr. B or equivalent	Nos	40		-
Amount (inclusive of all taxes and duties except GST)(a)					-
GST @ ----% (b)					-
Total Amount inclusive of all taxes & duties and GST, Rs. (c) = (a+b)					-