



VCS Quality Services Private Limited

TENDER FOR

LAYING & CONSTRUCTION OF 12", 10", 6" & 4" NB U/G STEEL P/L NETWORK & ASSOCIATED WORKS FOR CITY GAS DISTRIBUTION PROJECT FOR HYDERABAD

BID DOCUMENT NO.: BGL/VCS/WORKS/2024-25/01

(OPEN DOMESTIC COMPETITIVE BIDDING)

Issued: 13.03.2025

COMMERCIAL VOLUME



Bhagyanagar Gas Limited

Bhagyanagar Gas Limited



COMMERCIAL TENDER



BHAGYANAGAR GAS LIMITED (BGL)

CITY GAS DISTRIBUTION IN THE STATES OF TELANGANA AND ANDHRA PRADESH

TENDER FOR

LAYING & CONSTRUCTION OF 12", 10", 6" & 4" NB U/G STEEL P/L NETWORK & ASSOCIATED WORKS FOR CITY GAS DISTRIBUTION PROJECT FOR HYDERABAD

Bid Document No.: BGL/VCS/WORKS/2024-25/01

COMMERCIAL VOLUME

OPEN DOMESTIC COMPETITIVE BIDDING (THROUGH E-TENDERING MODE)

0	13.03.2025	Issued for Bids	Sachin Singh	Rajesh Sharma	Rachna Shukla	
Rev	Date	Description	Prepared by	Checked by	Approved by	Approved by BGL

TABLE OF CONTENTS



TABLE OF CONTENTS

SECTION - I INVITATION FOR BIDS (IFB).....	6
SECTION – II INSTRUCTIONS TO BIDDERS (ITB).....	18
A. INTRODUCTION	19
B. THE BID DOCUMENTS.....	22
C. PREPARATION OF BIDS	24
D. PREPARATION AND SUBMISSION OF BIDS	32
E. OPENING AND EVALUATION OF BIDS	38
F. AWARD OF CONTRACT	45
SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC).....	65
SECTION-IV GENERAL OBLIGATIONS	67
SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC).....	145
1.0 GENERAL.....	145
2.0 SCOPE OF WORK & SCOPE OF SUPPLY	147
3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES	147
4.0 TIME OF COMPLETION.....	147
5.0 DRAWINGS AND DOCUMENTS.....	148
6.0 COMPLIANCE WITH LAWS	149
7.0 GOVERNMENT OF INDIA NOT LIABLE	149
8.0 LIMITATION OF LIABILITY.....	150
9.0 INCOME TAX & CORPORATE TAX.....	150
10.0 CUSTOM DUTY.....	151
11.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS.....	151
12.0 ISSUE OF ESSENTIALITY CERTIFICATE	152
13.0 IMPORT LICENCE	152
14.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS	152
15.0 INTELLECTUAL PROPERTY	152
16.0 FIRM PRICE	152
17.0 WORKS CONTRACT	152
18.0 PROVIDENT FUND ACT	153
19.0 MOBILIZATION ADVANCE	153
20.0 CHANGE ORDERS/ EXTRA WORKS/ DEVIATIONS.....	153
21.0 CONSTRUCTION OF PIPE LINE ALIGNMENT AND PERMITS:.....	154

TABLE OF CONTENTS



22.0	CONSTRUCTION EQUIPMENT AND ORGANIZATION.....	156
23.0	MECHANISED CONSTRUCTION	156
24.0	GENERAL GUIDELINES DURING AND BEFORE ERECTION	156
25.0	MEASUREMENT OF WORKS.....	157
26.0	TERMS OF PAYMENT	157
27.0	REPAIR OF PIPE DEFECTS	157
28.0	ISSUE OF EMPLOYER/CONSULTANT SUPPLIED MATERIAL	158
29.0	LOCATION OF DUMPYARD / WAREHOUSE / STORAGE YARD	158
30.0	STATUTORY APPROVALS.....	158
31.0	TESTS AND INSPECTION	159
32.0	INSPECTION OF SUPPLY ITEMS	159
33.0	FINAL INSPECTION.....	160
34.0	COMPENSATION FOR EXTENDED STAY	160
35.0	COMPUTERIZED CONTRACTORS BILLING SYSTEM	160
36.0	TEMPORARY WORKS.....	161
37.0	DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE	161
38.0	QUALITY ASSURANCE/ QUALITY CONTROL	161
39.0	HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT	162
40.0	SITE CLEANING.....	162
41.0	COMPLETION DOCUMENTS	162
42.0	COORDINATION WITH OTHER AGENCIES	164
43.0	SETTLEMENT OF DISPUTE BETWEEN TWO PSU'S	164
44.0	DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC).....	164
45.0	UNDERGROUND AND OVERHEAD STRUCTURES	165
46.0	TEST CERTIFICATES.....	165
47.0	ROYALTY	166
48.0	EXCAVATION BY BLASTING.....	166
49.0	SITE FACILITIES FOR WORKMEN.....	166
50.0	EXECUTION OF ELECTRICAL WORKS.....	166
51.0	HYDROSTATIC TESTING	166
52.0	MAKE OF MATERIALS.....	167
53.0	ADDITIONAL WORKS/ EXTRA WORKS	167
54.0	COMPENSATION FOR DELAY (L.D) / PRICE REDUCTION SCHEDULE FOR ANY DELAY	167

TABLE OF CONTENTS



55.0	PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM	168
56.0	RESPONSIBILITY OF CONTRACTOR.....	171
57.0	CHECKING OF LEVELS.....	171
58.0	STORAGE FACILITIES	172
59.0	INSURANCE FOR FREE ISSUE MATERIAL.....	172
60.0	INSURANCES IN INDIA	172
61.0	SUBMISSION OF COLOURED PHOTOGRAPHS	173
62.0	SPARES	173
63.0	BUILDING AND OTHER CONSTRUCTION WORKER'S ACT.....	174
64.0	SINGLE POINT RESPONSIBILITY	174
65.0	BONUS FOR EARLY COMPLETION.....	174
66.0	AHR ITEMS	174
67.0	CONTRACT PERFORMANCE SECURITY / CONTRACT PERFORMANCE BANK GUARANTEE	175
68.0	DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS	176
69.0	POST ORDER CORRESPONDENCE	178
70.0	CORRESPONDING ADDRESS.....	179
	SECTION - V FORMS & FORMATS	216
	DOCUMENTS TO BE CHECKED AGAINST BEC.....	249
	SECTION - VI SCHEDULE OF RATES (SOR) ATTACHED SEPARATELY	251
	SECTION - VII OTHER FORMS APPLICABLE AFTER AWARD.....	252

INVITATION FOR BIDS (IFB)



SECTION - I
INVITATION FOR BIDS (IFB)



INVITATION FOR BIDS (IFB)



OPEN DOMESTIC COMPETITIVE BID (THROUGH e-TENDERING MODE) NOTICE OF INVITATION FOR BIDS (IFB)

TENDER FOR LAYING & CONSTRUCTION OF 12", 10", 6" & 4" NB U/G STEEL P/L NETWORK & ASSOCIATED WORKS FOR CITY GAS DISTRIBUTION PROJECT FOR HYDERABAD

Bid Document No. BGL/VCS/WORKS/2024-25/01

1.0 INTRODUCTION

- 1.1 M/s Bhagyanagar Gas Limited (BGL) is a joint venture of M/s GAIL (India) Limited and M/s Hindustan Petroleum Corporation Limited (HPCL) and operating CNG & City Gas Distribution in the states of Telangana and Andhra Pradesh.
- 1.2 M/s VCS Quality Services Pvt. Ltd. (VCS) (hereinafter referred as consultant), has been appointed by BGL as the Project Management Consultant (PMC) & O&M services for "City Gas Distribution Project."

2.0 BRIEF DESCRIPTION OF PROJECT

- 2.1 The present project is the extension of pipeline network in in the district of Hyderabad, Vijayawada and Kakinada for supplying Natural Gas to Domestic, Commercial and Industrial consumers. It is proposed to Laying & Construction of 12", 10", 6" & 4" NB U/G Steel P/L Network & Associated Works for City Gas Distribution Project for Hyderabad GA, as per details furnished in this Bid documents.

3.0 BRIEF SCOPE

- 3.1 The brief scope of work covered in this bidding document broadly consist of Laying, Testing and Commissioning of 12", 10", 6" and 4" NB dia. x 43.440 Km approx. long pipeline and associated facilities for transportation of Natural Gas for Hyderabad GA in the state of Andhra Pradesh.
- 3.2 The brief scope of work includes supply of bulk materials (other than free issue), pipe laying work including but not limited to Construction Management, HSE & Quality Management, Survey, clearing of ROU, grading. Stringing, bending, welding, trenching, lowering, crossings. Tie-ins, NDT and destructive testing, backfilling, site restoration, hydrotesting, dewatering, drying, pre-commissioning, commissioning and Gas-in of pipeline of size 12", 10", 6" & 4" Dia. including construction / installation of related facilities at consumer ends & metering skids, SV Stations, tap-off station at various locations including associated Mechanical, Civil, Structural, Cathodic Protection at stations etc.

3.3 Total Scope of work has been divided into four (04) segments as mentioned below:

Sl. No.	Segment (s)	Stretch (s)	12" (Dia.)	10" (Dia.)	6" (Dia.)	4" (Dia.)	Total (in Meters)
1	Segment - 1	Stretch – 1 (KATEDHAN TO DRDO) (In Meters)	7800	0	400	1650	9850
2	Segment - 2	Stretch – 2 (DRDO TO LB NAGAR) (In	6700	0	400	3600	10700



INVITATION FOR BIDS (IFB)



Sl. No.	Segment (s)	Stretch (s) (Meters)	12" (Dia.)	10" (Dia.)	6" (Dia.)	4" (Dia.)	Total (in Meters)
3	Segment - 3	Stretch – 3 (MLV 13 TO PATANCHERUV U (In Meters)	7050	0	3460	1500	12010
4	Segment - 4	Stretch-4 (BEERUMGUDA TO PATANCHERUV U) (In Meters)	0	5720	3660	1500	10880

3.4 The Lengths & Locations mentioned above are tentative and subject to change.

3.5 For detailed Scope of work and specifications, refer Technical volume.

4.0 CONTRACT PERIOD

4.1 The period of Contract shall be **01 Year** from the date of issue of FOA / LOA / WO (Fax of Acceptance / Letter of Acceptance / Work Order)

5.0 BID VALIDITY

5.1 Bid should be valid for **60 (Sixty)** days from the date of schedule submission.

6.0 BIDDING PROCEDURE

6.1 Bidding will be conducted through **Open Domestic Competitive Bidding basis**. Single stage two bid system is adopted for this tender.

6.2 The submission and opening of bids will be through e-tendering mode at <https://petroleum.ewizard.in> Tender document can be downloaded from the website <https://petroleum.ewizard.in>. Payment of requisite e-Tender Processing Fee (non-refundable) shall be made to ITI Limited's account through online mode vide the link on their e-procurement portal as specified in the tender document before bidding. Any bidder who does not pay this processing fee to ITI Limited's will not be able to proceed further for bid submission. BGL shall not be accountable to any payment made in favour of M/s. ITI Limited.

Note:

- (1) To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with ITI Limited's e-wizard website <https://petroleum.ewizard.in>
- (2) Please also note that the bidder has to obtain digital signature token (Class III Certificates with signing and encryption combo key usage issued by any Certifying Authority recognized by CCA India with their profile) for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.
- (3) BGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.



INVITATION FOR BIDS (IFB)



7.0 DETAILS OF BID DOCUMENTS

7.1	Type of Tender	Open Domestic Competitive Bidding Basis
7.2	Bid Document Number	BGL/VCS/WORKS/2024-25/01, Dated 13/03/2025
7.3	Earnest Money Deposit / Bid Security	As per Clause No. 9 below
7.4	Availability of Tender Document on Website	13.03.2025 to 03.04.2025 upto 1500 Hrs. on e-tendering website : i. https://petroleum.ewizard.in ii. www.bglgas.com/tenders iii. www.eprocure.gov.in
7.5	Site Visit	On 18-03-2025, Location (Hyderabad GA in the state of Andhra Pradesh) Contact person: Mr.Ramakrishna, Mob-9958300778
7.6	Pre bid meeting date and venue	Online Pre-Bid Meeting shall be held on 20.03.2025 at 1500 Hrs. through video conferencing hosted by VCS. Bidders interested to participate in the online pre-bid meeting through video conferencing are requested to communicate the same through their official e-mail IDs to BGL / VCS e-mail IDs latest by 19.03.2025 till 1600 Hrs Pre-bid meeting video conferencing link: https://meet.google.com/nmd-szaq-eoq Bidders are requested to forward their pre-bid queries through email also latest by 1800 Hrs on 21.03.2025.
7.7	Bid Submission date and time	03.04.2025 till 1500 HRS. IST online on e-tendering website (https://petroleum.ewizard.in)
7.8	Un-Priced bid opening date and Time	03.04.2025 at 1600 HRS. IST online on e-tendering website (https://petroleum.ewizard.in)
7.9	Price bid opening date and time	Shall be intimated later.
7.10	Instructions for participation in e-tendering	Refer ITB Section D https://www.bglgas.com/tender-videos/



INVITATION FOR BIDS (IFB)

**Note:**

Bidders are advised to complete the registration on e-tender portal (<https://petroleum.ewizard.in>) at least two working days prior to bid submission date.

Please note that in accordance with the general conditions of tender, BGL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

DOWNLOADING OF TENDER DOCUMENT

Tender Document can be downloaded from ITI's e-procurement website <https://petroleum.ewizard.in>.

Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

Disclaimer clause: Bidders are advised to visit ITI's e-tendering website regularly for any updates on the tender. The ignorance to visit the website, will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

Bid shall be uploaded in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule **WITH PRICE BLANKED OUT** etc. as per clause no. 22.1 of ITB.

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 22.2 of ITB.

8.0 BIDDER EVALUATION CRITERIA (BEC)**8.1 TECHNICAL**

8.1.1 The bidder should have completed /executed at least one (01) pipeline laying contract involving 'Laying, Installation, Testing and mechanical completion of buried hydrocarbon steel pipe line in a single work order / contract during last seven (7) years reckoned from the bid due date for qualifying as given below;

Sl. No.	For Segment (s)	Minimum length executed (in Meters) and dia. (in inch)	Minimum Value of single work order executed (INR- in Crore)
1	Segment - 1	Minimum 1478 meters of 6" Dia. & above	1.84 Crore
2	Segment - 2	Minimum 1605 meters of 6" Dia. & above	1.87 crore
3	Segment - 3	Minimum 1802 meters of 6" Dia. & above	2.10 Crore
4	Segment - 4	Minimum 1632 meters of 6" Dia. & above	1.97 Crore



INVITATION FOR BIDS (IFB)



Note:

1. The Bidder must meet both qualification criteria (i.e. minimum length executed and minimum value of work done) in a single contract for the respective segment.
2. If bidder is quoting for more than one segment, Cumulative amount and length executed, as mentioned above, shall be considered for qualification.

Mechanical completion activities shall include at least Hydro-testing along with other activities of Mechanical completion (i.e. Swabbing or drying or EGP or N2 Purging).

8.1.2 A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting 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 to meet BEC.

8.1.3 Against a BGL's tender for works, the execution certificate (issued by the end user/owner/authorized consultant) submitted by a bidder against work contracts can also be considered 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.

8.1.4 Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

8.2 FINANCIAL

8.2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the three preceding financial years i.e. 2021-22, 2022-23 and 2023-24 shall be as under:

Sl. No.	Segment (S)	Turnover (INR- in Crore)
1	Segment-1	6.14 Crore
2	Segment-2	6.24 Crore
3	Segment-3	7.00 Crore
4	Segment-4	6.56 Crore

8.2.2 Net Worth

Bidder's Net worth should be positive as per the audited financial statement of financial year 2023-24.

8.2.3 Working Capital

The minimum working capital of the bidder as per the audited financial result of financial year 2023-24 shall be as follows:



INVITATION FOR BIDS (IFB)



Sl. No.	Segment (s)	Working Capital (INR- in Crore)
1	Segment-1	1.23 Crore
2	Segment-2	1.25 Crore
3	Segment-3	1.40 Crore
4	Segment-4	1.31 Crore

Note:

- The above qualification Criteria is inclusive of GST/ Service taxes as applicable.
- If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from the bidder's bank, having net worth not less than Rs.100 crores, confirming the availability of line of credit for at least working capital requirement as stated above. The line of credit letter from bank to be submitted strictly as per format mention in Tender Document **Annexure-2**.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

- In case of bidders quote for more the one segment, bidders have to meet financial BEC on cumulative basis.

8.3 Documents Required

Documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:

BEC Clause No.	Description	Documents required for qualification
Documents required in support of BEC (Technical)		
8.1.1	Technical BEC	Bidder must submit/upload: a) Copy of Work Order/LOA/Contract along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at BEC 8.1.1 within last seven (7) years from the bid due date. b) Copy of Completion/Execution Certificate against the Work Order/LOA/Contract submitted as mentioned at point "a" above, must be submitted. The Completion/Execution Certificate must contain the detailed information like Work Order/ LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value, Total executed value, total executed length & Dia. of pipeline, scheduled



INVITATION FOR BIDS (IFB)



BEC Clause No.	Description	Documents required for qualification
		date of Work completion and date of Actual work completion etc. The Completion/Execution Certificate should have been issued by the end-user/owner/authorized consultant.
Documents required in support of BEC (Financial)		
Financial BEC 8.2.1	Annual Turnover	<ul style="list-style-type: none"> • Bidder must 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) i.e. 2021-22, 2022-23 & 2023-24 with un-price bid and also submit Form-4 accordingly
Financial BEC 8.2.2	Net Worth	<ul style="list-style-type: none"> • Bidder must submit: Copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of Financial Year 2023-24 along with un-price bid and also submit Form-4 accordingly.
Financial BEC 8.2.3	Working Capital	<ul style="list-style-type: none"> • Bidder must submit: Copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of Financial Year 2023-24 along with un-price bid and also submit Form-4 accordingly • If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for at least working capital requirement as stated in BEC, irrespective of overall position of the working capital. Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder. (Refer Annexure-2 for format for certificate from bank if bidder's working capital is inadequate).

8.4 Authentication of document submitted in support of Bid Evaluation Criteria (BEC)

Technical Criteria of BEC	All documents in support of Technical Criteria of BEC to be furnished by the bidders shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.
---------------------------	---



INVITATION FOR BIDS (IFB)



Financial Criteria of BEC	<p>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.</p> <p>Further, copy of Audited Annual Financial Statements with UDIN submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.</p> <p>Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.</p>
---------------------------	---

Note:

- The bidder shall be required to submit the documentation and proof for above BEC requirements and purchaser (BGL) may make additional checks for the same at his sole discretion.
- It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by bidder is liable to be rejected.
- BGL decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

9.0 EVALUATION METHODOLOGY

9.1 Evaluation shall be carried out Segment Wise (each segment shall be evaluated individually) to arrive at the lowest evaluated cost to BGL (including GST). Price bid must be submitted segment wise.

9.2 The SOR quoted for Segment 1, Segment 2, Segment 3 and Segment 4 shall be taken up for evaluation individually. Maximum two segments can be awarded to single bidder based on meeting the eligibility criteria on cumulative basis. The entire work shall be finalized on overall least cost to BGL.

If a bidder happen to be lowest in more than two segments and has not been qualified/selected for all quoted segment as per evaluation criteria, as the case may be, once certain segment(s) is allocated/assigned to such L-1 bidder based on overall least cost calculation, the bidder shall cease to be lowest bidder for remaining segment(s). The award of remaining part shall be made to the lowest bidder among the other qualified bidders.

9.3 Bidder quoting shall have to quote for the entire quantity otherwise it will be deemed to be quoted and evaluation will be done based on below mentioned methodology: "In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price".

9.4 Only those price bid offers which meet the Bid Evaluation criteria, will be considered for further evaluation to arrive at the lowest evaluated price for complete scope of work for particular segment.

9.5 In case more than one bidder quote the rates of SOR such that the total tender cost is equal, the ranking will be decided on the basis of higher Turnover of the preceding audited financial year.



INVITATION FOR BIDS (IFB)



10.0 EMD / BID SECURITY

10.1 All bids must be accompanied by a bid security amount as below:

Sl. No.	Segment (S)	EMD / Bid Security (INR)
1	Segment-1	12,15,000/-
2	Segment-2	12,24,000/-
3	Segment-3	13,00,000/-
4	Segment-4	12,57,000/-

Note: In case bidders quote for more than one Segment, then Bid security amount shall be on cumulative basis.

10.2 Bid security/EMD against e-tender can be submitted either through online e-payment mode available on e-tender portal or in the form of Letter of Credit / Demand Draft / Banker's Cheque in favour of Bhagyanagar Gas Ltd., payable at Hyderabad, Telangana state of India or in the form of Bank Guarantee, as per proforma attached in the Tender document.

10.3 Bank Guarantees towards EMD/Bid Bond 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 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.

10.4 EMD/ Bid security in the form of Bank Guarantee may also be submitted and shall be valid for sixty (60) days beyond the validity of the bid i.e. 120 days from scheduled date of bid submission.

10.5 Bid security/EMD can also be submitted through online transaction directly to **BGL account as mentioned below**. Bidders opting for this mode of EMD shall be required to upload the successful transaction details along with their bid under the EMD section of the portal, failure of which may render the bid liable for rejection.

Account No.	000805017218
IFSC	ICIC0000008
MICR NO	500229002
Bank Name	ICICI Bank Limited

10.6 Bidders have to upload scanned copy of their EMD on the e-tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. Bidders submitting bid security in the form other than that of online transaction, shall submit the same in physical form to Head, C&P Department, VCS Quality Services Pvt. Ltd., Unit No. 1116 - 1121, Tower 4,11th floor,



INVITATION FOR BIDS (IFB)



Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P. within 7 working days from the date of bid opening, failure of which may render the bid liable for rejection.

10.7 Bid without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.

11.0 PRE-BID MEETING

11.1 The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through video conferencing.

11.2 Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting.

11.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

Note: Bidder to note that they have to deposit the e-tender processing fee (through online payment channel on the portal in favour of M/s ITI Limited) to attend the pre-bid meeting. Bidder has to submit the payment acknowledgment before the start of pre-bid meeting to the purchaser.

Bidders may also note that the registration process for new bidders on e-tender portal shall take a minimum of 24 hrs before which they will not be allowed to submit the tender processing fee. Hence, bidders are advised to kindly complete their registration on e-tender portal well in advance of the pre-bid meeting.

11.4 Instructions to bidders for Pre-bid meeting through video conferencing:

In case of pre-bid meeting through video conferencing, all bidders intending to attend pre-bid meeting must send their interest through email along with details of registration on e-tender website. E-mail received from bidders within due date and time shall be invited formally through email to attend the meeting. Instructions to bidders:

- (i) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting in email up 2 hours prior to start of scheduled meeting will be invited to join as guests through the link shared in mail.
- (ii) Upon joining the video conference, bidders have to mention their organization name as well as representative name.
- (iii) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (iv) Time slot shall be allotted to each bidder to ask his queries.
- (v) Recording shall be done for pre-bid meeting.
- (vi) Clarifications or queries raised shall be responded to during meeting or through subsequent email.

12.0 GENERAL

12.1 BGL reserves the right to split the items among the bidders or place the order for part quantity or delete any item from bidder's scope of work.

12.2 The bids received after bid due time/ date shall be rejected.



INVITATION FOR BIDS (IFB)



- 12.3 Bids through Fax/ E-MAIL are not acceptable.
- 12.4 BGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.5 All documents submitted should be in English only.
- 12.6 Owner/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.
- 12.7 Bid document is non-transferable. Bid received from the bidders in whose name E-tendering processing fee (Non-refundable, to M/s. ITI Limited) shall be considered.
- 12.8 Contact details of owner is given below:
- Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad-500 004
Contact Person: Mr. Pradeep Kumar Yadav
Telephone: +91 7531075337
Email: pradeep.yadav@bglgas.com
- 12.9 Contact details of consultants is given below:
- VCS Quality Services Pvt. Ltd.
Unit no. 1116 - 1121, Tower 4,11th Floor,
Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P
Telephone: +91 8595073057/ 8076548002/ 8010489356/ 9034159430
Email: ahtesham.ansari@vcsprojects.com; rachna.shukla@vcsprojects.com;
rajesh.sharma@vcsprojects.com, sachin.singh@vcsprojects.com; nidhi.kumari@vcsprojects.com

**INSTRUCTIONS TO BIDDERS
(ITB)**



Bhagyanagar Gas Limited

**SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)**

INSTRUCTIONS TO BIDDERS (ITB)



A. INTRODUCTION

1.0 INTRODUCTION

- 1.1 The Owner/ Consultant invites bids through e-tendering mode for projects as mentioned in the tender documents.
- 1.2 The bidding document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion.

2.0 ELIGIBILITY OF BIDDERS

- 2.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.
- 2.3 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB]," (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.4 The Bidder is not put on 'Holiday' by BGL or Public Sector Project Management Consultant (like EIL) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder 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 BGL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGL by the bidder.

It shall be the sole responsibility of the bidder to inform BGL in case the bidder is put on 'Holiday' by BGL 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 48 of ITB.

- 2.5 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGL by the bidder.

INSTRUCTIONS TO BIDDERS (ITB)



It shall be the sole responsibility of the bidder to inform BGL in case the bidder is under any liquidation court receivership or similar proceedings 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 no.48 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 Employer 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 Employer as an Engineer/ Consultant for the contract.

2.7 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

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

2.9 Power of Attorney:

Power of Attorney to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium).

Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- (i) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - a. **In case of Proprietorship:** by Proprietor
 - b. **In case of Partnership:** by all Partners or Managing Partner
 - c. **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.
 - d. **In case of Public/ Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by company Secretary / MD / CMD / CEO.
- (ii) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.
- (iii) The "authorized signatory" of the Bidder holding Power of Attorney must digitally sign all uploaded files.

INSTRUCTIONS TO BIDDERS (ITB)



(iv) A valid e-mail Id of the Organization / Firm Bidder must possess an e-mail Id, preferably of the Organization (in case of a company) / Individual (in case of proprietorship concern) / Partner having Power of Attorney (in case of a partnership firm) to create login Id. The e-mail Id should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-id of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organization.

The Power of Attorney should be valid till award of contract/ order to successful bidder.

2.10 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BGL/ promptly. Failure to same shall be considered as misrepresentation by the bidder.

3.0 ONE BID PER BIDDER

3.1 Each bidder shall submit only one (01) bid in the same bidding process either by himself or as a member of consortium/joint venture, (wherever consortium or joint venture is allowed). A bidder who submits or participates in more than one (01) bid in the same bidding process will cause all the proposals in which the bidder has participated to be disqualified.

3.2 "More than one bid" means bid(s) by bidder(s) having any of the Proprietor / Partner / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder. Failure to comply with this clause during tendering process will disqualify all such bidders from process of evaluation of Bids.

3.3 Alternative Bids shall not be considered.

3.4 The provisions mentioned at cl. no. 3.1 and 3.2 shall not be applicable wherein Bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender, which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

4.0 SINGLE POINT RESPONSIBILITIES

4.1 **The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/ joint bid shall be accepted.** The status of all the other vendor(s)/ collaborator(s), (if any), referred/ identified by the bidder in their offer shall be that of bidder's sub-vendor/ supplier/ sub-service provider.

5.0 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

6.1 Bid document is non-transferable. Bid received from the bidders in whose name tender processing fee has been submitted shall only be considered. Bidder must submit the tender processing fee in their name. Tender processing fee shall be submitted by the bidder as defined in tender document.

INSTRUCTIONS TO BIDDERS (ITB)



7.0 SITE VISIT

7.1 Site Survey schedule as below:

Date	Contact Persons with Contact No.	Location
18-03-2025	Contact person-Mr. Ramakrishna, Mob-958300778	Hyderabad GA (in the state of Andhra Pradesh)

- 7.2 All interested bidders are requested to contact designated person as detailed given above to finalize the timing and assembly point.
- 7.3 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract for the required job. The cost of visiting the site shall be at bidder's own expenses.
- 7.4 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such visits, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.
- 7.5 The bidder shall not be entitled to hold any claim against BGL 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.

B. THE BID DOCUMENTS

8.0 CONTENT OF BID DOCUMENTS

8.1 The Bid Documents are those stated below and should be read in conjunction with any addendum/ corrigendum issued in accordance with clause "AMENDMENT OF BID DOCUMENTS" of Instruction to bidders (ITB).

Volume I: Commercial Volume consisting of:

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : General Conditions of Contracts (GCC)
- Section – IV : Special Conditions of Contracts (SCC)
- Section – V : Forms and Formats
- Section – VI : Schedule of Rates (SOR)
- Section –VII : Forms to be used after award of Contract.

Volume II: Technical Volume

INSTRUCTIONS TO BIDDERS (ITB)



8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9.0 CLARIFICATION ON BID DOCUMENTS

9.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. Owner / VCS will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. BGL / VCS reserves the right to ignore the bidders request for clarification if received after the aforesaid period. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on ITI's e-procurement website <https://petroleum.ewizard.in> along with the corrigendum (if any) before the bid due date and communicated to prospective bidders by email. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

9.2 Any clarification or information required by the Bidder but same not received by the Employer at clause no. 9.1 above is liable to be considered as "no clarification / information required".

9.3 The Bidder shall submit their queries / clarifications to VCS in the format "F-9".

10.0 AMENDMENT OF BID DOCUMENTS

10.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by addenda/ corrigendum.

10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause 8.0 and shall be hosted on the ITI's e-tendering website <https://petroleum.ewizard.in> before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.

10.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner / Consultant, at its discretion, may extend the deadline for the submission of bids.

10.4 Bidders are advised to visit <https://petroleum.ewizard.in> ITI's e-tendering website from time to time to get updated information / documents.

INSTRUCTIONS TO BIDDERS (ITB)



C. PREPARATION OF BIDS

11.0 LANGUAGE OF BID

- 11.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English only.
- 11.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

12.0 DOCUMENTS CONSTITUTING THE BID

- 12.1 The bid prepared by the Bidder shall comprise the following components that are required to be provided on the e-Tendering portal:
- Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
 - Price Bid having Price Schedule/ SOR filled up in accordance with tender documents.
 - Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and
 - Bid security furnished in accordance with Performa given in this bid documents.
- 12.2 All pages of the bid offer to be signed and stamped by an authorized representative of the bidder

13.0 BID FORM

- 13.1 The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 22.1 of ITB.
- 13.2 In two part bidding as specified in IFB, Bidder shall bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule.

14.0 BID PRICES

- 14.1 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)**.
- 14.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 14.3 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

INSTRUCTIONS TO BIDDERS (ITB)



of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 14.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, Or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions and SOR.
- 14.5 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.
- 14.6 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. 37.1.2 of ITB.
- 14.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.
- 15.0 GST (CGST & SGST/ UTGST or IGST)**
- 15.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 15.2 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 Supplier of Goods / Services only.
- 15.3 Supplier of Goods / Services (Service Provider) 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 Supplier of Goods / Services (Service Provider) with requisite details. Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, BGL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.
- 15.4 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BGL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.
- 15.5 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 Supplier of Goods / Services (Service Provider) 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 BGL 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 Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

INSTRUCTIONS TO BIDDERS (ITB)



Beyond the contract period, in case BGL 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 BGL'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.

- 15.6 Where the BGL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST):-
- 15.6.1 Owner/BGL will reimburse the GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BGL 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.
- 15.6.2 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.
- 15.7 Where the BGL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-
- 15.7.1 Owner/BGL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) 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.
- 15.7.2 The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).
- 15.8 BGL 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 (if applicable as per Govt. Act/ Law in vogue). Where BGL 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.
- 15.9 In case BGL is required to pay entire/certain portion of applicable GST (CGST & 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 BGL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and BGL 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 BGL or ITC with respect to such payments is not available to BGL for any reason

INSTRUCTIONS TO BIDDERS (ITB)



which is not attributable to BGL, then BGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BGL to Contractor / Supplier.

15.10 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details. If input tax credit with respect to GST (CGST & SGST/UTGST or IGST) is not available to BGL for any reason which is not attributable to BGL, then BGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST (CGST & SGST/UTGST or IGST UTGST) there upon together with all penalties and interest if any, against any amounts paid or payable by BGL to Supplier of Goods / Services.

15.11 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 Supplier of Goods / Services may note the above and quote their prices accordingly.

15.12 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 BGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BGL 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 BGL.

15.13 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. 14 and 15 of ITB.

15.14 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.

In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, BGL shall place orders.

INSTRUCTIONS TO BIDDERS (ITB)



15.15 Provision w.r.t. E- Invoicing requirement as per GST laws:

- (a) Provision to be included in tender for Procurement of Goods/ Works/ Services/ Consultancy Services [under clause relating to “Taxes & Duties” / “GST (CGST & SGST / UTGST or IGST” of Model ITBs]

Supplier/Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by Bhagyanagar Gas Ltd. as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier/service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods/Services with requisite details.

If input tax credit is not available to M/s. Bhagyanagar Gas Ltd. for any reason attributable to supplier/service provider / contractor/ consultant (both for E-invoicing cases and non-E-invoicing cases), then Bhagyanagar Gas Ltd 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, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier/ Contractor/ Service Provider/Consultant as per Annexure-3 along with documents for release of payment.

(b) Provision to be included in Agreed Terms and Condition Format

- Whether bidder is liable to raise E- Invoice as per GST Act
- If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.

15.16 Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods)

- (a) **Provision to be included in tender for Procurement of Goods (as a new provision after last clause of Model ITBs)**

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision)of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined (Presently 0.1 per cent) of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from BGL.

INSTRUCTIONS TO BIDDERS (ITB)



M/s. Bhagyanagar Gas Ltd. will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller M/s. Bhagyanagar Gas Ltd.

(b) Confirmation w.r.t. TCS in Agreed Terms and Conditions Format:

- i. Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax.
- ii. If yes, bidder as a seller will raise proper tax invoice on sale of goods to BGL. Showing TCS component.
- iii. Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration BGL. and issue of TCS certificate to BGL. timely.
- iv. If BGL. is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then BGL. shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.

16.0 CURRENCIES OF BID

16.1 Bidders shall submit bid in Indian Rupees only.

17.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 17.1 Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- that the Bidder has the financial, technical capability necessary to perform the contract;
 - that the Bidder meets the qualification criteria stipulated in the Tender

18.0 BID SECURITY/ EMD

- 18.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.
- 18.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 18.3 Non-submission of EMD (in form of BG in physical form) to VCS's office as mentioned in IFB may render the bid liable for rejection.
- 18.4 Original Bid Security in the form of BG/LC/DD/Banker's Cheque shall be submitted in a sealed envelope clearly super scribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, VCS will assume no responsibility for the misplacement of the EMD and its consequential rejection.
- 18.5 Bank Guarantees towards EMD/Bid Bond 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

INSTRUCTIONS TO BIDDERS (ITB)



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 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.

- 18.6 Any bid not secured in accordance with IFB and ITB Clauses may be treated as non-responsive and rejected.
- 18.7 Earnest Money Deposit (EMD) so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their Bank Mandate Form (Form-10).
- 18.8 Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, after finalization of tender.
- 18.9 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.
- 18.10 The bid security may be forfeited if:
- (i) The bidder withdraws the bid within its validity.
 - (ii) The bidder revised / modified their bids suo moto affecting the bid requirement.
 - (iii) The bidder does not accept the LOA/PO/Contract.
 - (iv) Execution of job has not started as per timelines defined in tender document.
 - (v) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (vi) If it is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process.
 - (vii) In the case of a successful Bidder, if the Bidder fails to:
 - a) to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "SCC: Clause-67.0"
 - b) to accept 'arithmetical corrections' as per provision of the clause no. 37.1.1 of ITB.
- 18.11 BID Security / Earnest Money Deposit (EMD) will not be considered and will be summarily rejected.
- 18.12 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGL. The forfeiture amount will be subject to final decision of BGL based on other terms and conditions of order/ Contract.
- 18.13 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

INSTRUCTIONS TO BIDDERS (ITB)



19.0 PERIOD OF VALIDITY OF BIDS

- 19.1 Bids shall be kept valid for period specified in IFB from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BGL as 'nonresponsive'.
- 19.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing by email. A Bidder may refuse the request without forfeiture of his EMD. 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 EMD for the period of the extension and in accordance with "ITB: Clause-18" in all respects.

20.0 FORMAT AND SIGNING OF BID

- 20.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
- 20.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.
- 20.3 As bidding shall be done through e-Tendering, digitally signed documents to be uploaded.

21.0 DEVIATION AND REJECTION CRITERIA

ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 33.0 of ITB.

For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BGL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer 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.

INSTRUCTIONS TO BIDDERS (ITB)



D. PREPARATION AND SUBMISSION OF BIDS

22.0 PREPARATION OF BIDS

22.1 Scanned documents (duly signed by the authorized signatory) to be uploaded by the bidder on the e-procurement website (<https://petroleum.ewizard.in>) which shall comprise of the following:

22.1.1 Techno-Commercial Un Price Bids

Techno-commercial / Un Priced bid and shall upload /contain the following components:

- i. Covering Letter
- ii. Agreed Terms & Condition
- iii. Bidder's General Information Form-1
- iv. Deviation Form as per Form-2
- v. Format for Undertaking from TPIA as per Form-3 **(Not Applicable)**
- vi. Certificate for Financial Capability as per Form-4
- vii. Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form-5
- viii. Bid Form as per Form-6
- ix. Information regarding any current litigation in which the bidder is involved in Form-7
- x. Bid Bond Performa / Performa for EMD, Form-8
- xi. Bank Mandate Form as per Form-10
- xii. Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- xiii. Un-priced Schedule of Rates (SOR) should be mentioned as "QUOTED".
- xiv. Copy of GST, PAN & PF Registration Certificates
- xv. Detail of PF Registration as per Form-11
- xvi. Undertaking On Letterhead Regarding Bidder Sharing Border with India as Form-12
- xvii. CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING as per Form-12 A
- xviii. Integrity Pact as per Form-13
- xix. Indemnity Bond as per Form-14
- xx. FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT as per Form-15
- xxi. FORMAT FOR CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT as per Form-16
- xxii. Declaration of EMD / Bid security as per Annexure – 1
- xxiii. Format for certificate from bank if bidder's working capital is inadequate as per Annexure – 2 (In case applicable)
- xxiv. Annexure – 3 (Undertaking for e-invoice)
- xxv. Other documents as per Technical Volume of bid document

INSTRUCTIONS TO BIDDERS (ITB)



Note: All pages of the bid offer to be signed and stamped by an authorised representative (as described in bid document) of the bidder.

Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.

22.1.2 Price bid:

The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BGL shall not be responsible for any failure on the part of the bidder to follow the instructions. Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

PRICE BID of the Bid shall be uploaded under tab "Step 3: SOR Attachment" page in the BGL E-TENDER Portal i.e., <https://petroleum.ewizard.in> and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document and only under tab "Step 3: SOR Attachment" as per instructions provided in Instructions for participating in e-Tender of Tender Document and Ready Reckoner available in Bid Document and in BGL website.

- i. Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents and uploaded only in "Step 3: SOR Attachment". Submission of prices in Unpriced bid shall lead to rejection of the bid. BGL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- 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 bids.
- iii. In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids 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 of Work 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 bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, in case of manual tendering; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- v. **In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.**

INSTRUCTIONS TO BIDDERS (ITB)



vi. The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned hereinabove.

22.2 Bidders are requested to refer instructions for participating in e-Tendering as per ITB, Ready Reckoner for Bidders and FAQs available in Bid Documents and e-portal. **Bids submitted manually shall be rejected.**

22.3 **Bid Security:** Bidder to submit an undertaking letter as per the Annexure-1 of Forms & Formats in bid document.

23.0 BID INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the BGL e-Wizard Portal (<https://petroleum.ewizard.in/>).

23.1 REGISTRATION PROCESS ON ONLINE PORTAL

- (i) Bidder has to enroll on the e-Procurement module of the portal <https://petroleum.ewizard.in> by clicking on the link "Bidder Enrollment".
- (ii) The bidder has to choose a unique username and assign a password for their accounts. Both these are case-sensitive.
- (iii) Once the username and password are saved, even if the registration process is not completed in a single go, it can be continued where left. For resuming, click on "retrieve details" button on the bidder enrolment page.
- (iv) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- (v) After registration send User ID for helpdesk team (helpdeskeuniwizarde@gmail.com and support@euniwizarde.com) for activation.
- (vi) Bidders will be asked to provide their refund bank account details. These details will only be used for EMD refund purpose only in case where EMD is paid through e-payment mode on the portal. These details may be updated anytime in the user profile after login.
- (vii) Annual registration charges of Rs. 2000/- plus applicable GST per annum shall be charged by ITI Limited from all the bidders (non-refundable through their e-payment gateway).
- (viii) Upon enrolment, bidder needs to register their valid Digital Signature Certificate (Class III Certificates with signing and encryption combo key usage) issued by any Certifying Authority recognized by CCA India with their profile. This step may be skipped while registration, the same will be prompted to be done during first login into the portal. Please note that login can only be done in presence of a valid digital signature.
- (ix) Only one valid DSC should be registered by a bidder. This can be however be changed anytime in the user profile after login. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

INSTRUCTIONS TO BIDDERS (ITB)



- (x) Bidders must ensure that they have the latest version of Java installed in their local system to enable the portal to access their digital signatures. Refer section “System prerequisites” below for details.
- (xi) The User ID of bidders will only be activated once they upload correct documents for verification (such as PAN, GST, etc.) and send email to helpdeskeuniwizarde@gmail.com requesting activation mentioning their user ID and attaching their registration payment acknowledgement in the mail.
- (xii) Once ID is activated, bidders can then log in to the site through the secured log-in by entering their user ID / password and their DSC / e-Token.

Foreign bidders are advised to refer “DSC details for Foreign Bidders” on the portal for Digital Signature requirements. Any type of DSC that has valid signing and encryption capabilities are allowed on the portal. Fields not relevant for foreign bidders are optional and can be skipped during registration process.

23.2 SYSTEM PREREQUISITES

- (i) Your system should have Java installed and configured for the portal before logging in to your ID, if not follow the below steps.
- (ii) Go to <https://www.java.com> and click on “Download” and run the downloaded setup file.
- (iii) Once fully installed, search in your start menu- “Configure Java” and run it.
- (iv) Go to tab “Security” of the window, click on “Edit site list”. Click on “Add” and enter <https://petroleum.ewizard.in> in the new row. Click on “Add” then “OK” and again “OK”.

23.3 TENDER DOCUMENTS SEARCH

- (i) Active tenders can be searched on the portal through various parameters including Tender ref no., description, date, etc.
- (ii) After login, if the bidders are not able to see the desired tender on the published tenders page, they may need to update their profile through the Profile tab. On the update profile page, check mark all the procurement categories and save. All tenders should now be visible on their published tenders page.
- (iii) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- (iv) Once the bidders have marked the tenders they are interested in, these tenders will be moved to the ‘Interested Tenders’ page. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (v) After marking as interested, bidders can pay the e-tender processing fee to ITI Limited through the ‘Request tender’ option. Once paid, the bidders can proceed for bid submission.
- (vi) Bidder has to log into the site well in advance before the sale date and time of the tender in over. ITI Limited shall not be responsible for any last minute issues regarding processing fee payment.
- (vii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

INSTRUCTIONS TO BIDDERS (ITB)



23.4 BID PREPARATION

- (i) Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).
- (ii) Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under “My Documents” link on the portal first. These can be later attached as part of their bid documents during bid submission.
- (iii) Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

23.5 BID SUBMISSION

- (i) Bidder will be entirely responsible for any last minute issues and ITI Limited shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.
- (ii) For EMD, bidder has to select the mode of payment (BG/e-payment) and fill in the required details along with scanned copy. ~~Exempted vendors can select ‘Exemption’ and upload valid certificate for the same.~~
- (iii) A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.
- (iv) Bidders may need to update their encryption/cipher certificate in their Profile to enable the system to upload excel files. For this, go to the ‘Profile’ tab on the portal and click ‘Capture cipher certificate’ button on the update profile page. Follow the java application steps as instructed and save your profile.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) It is important to note that the bidder has to click on the ‘Final Submit Bid button’, to ensure that the Bid Submission Process is completed. Bids which aren’t submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.
- (viii) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) Bidders to note that in case they wish to modify/re-upload certain documents before bid submission deadline, they can do so by going to the bid submission page and clicking re-upload action button appearing in front of each uploaded document. **In no case should the bidder click**

INSTRUCTIONS TO BIDDERS (ITB)



on 'Withdraw' button. Please note that upon clicking withdraw button, bidder will not be allowed to participate in that tender again. It is only meant in case bidders need to withdraw their participation from a specific tender.

23.6 ASSISTANCE TO BIDDERS

- (i) Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.

For e-Procurement technical support or any queries related to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 eWizard Helpdesk. The contact number for the helpdesk are Gagan (8448288987 / eprochelpdesk.01@gmail.com), Vijay (8448288989 / eprochelpdesk.03@gmail.com), Suriya (8448288994 / eprochelpdesk.06@gmail.com), 8448288992, 8448288984, 8448288986, 8448288982,8448288988, in case of delay in resolution.

23.7 EMAIL SUPPORT:

For any e-Procurement application related service requests and technical issues related to document uploads, encryption/decryption key issues, bidder login issues, new registration issues, key uploads, DSC key installation, bid submission, system users may please mail to helpdeskeuniwizarde@gmail.com, eprochelpdesk.01@gmail.com, eprochelpdesk.03@gmail.com and eprochelpdesk.06@gmail.com. Any issues encountered due to last minute actions by the bidders shall not be the responsibility of ITI Limited. Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline. (<https://www.bqlgas.com/tender-videos/>).

24.0 SUBMISSION, SEALING AND MARKING OF BIDS

- 24.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 24.2 However, Bidders are required to submit original Bid Security/ EMD, tender fee (as applicable), Power of Attorney and any other documents (as specified in the tender) at the address specified in Bid Document
- 24.3 All the bids shall be addressed to the owner at address specified in IFB.
- 24.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

25.0 DEADLINE FOR SUBMISSION OF BID

- 25.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.
- 25.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

INSTRUCTIONS TO BIDDERS (ITB)



26.0 LATE BIDS/ UNSOLICITED BID/ BID SUBMISSION AT OTHER PLACE

- 26.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 26.2 In case of e-tendering, e-tendering system shall close immediately after the due date for submission of bid and no bids can be submitted thereafter. Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., e-Tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. Where the bid bond/ physical documents have 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.
- 26.3 Unsolicited Bids will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

27.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 27.1 The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 27.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.
- 27.3 Upon selecting "withdraw" option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. BGL and ITI Limited shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.
- 27.4 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 18.0 of ITB and rejection of bid.
- 27.5 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 27.6 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, BGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering 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 procedures in bid document.

E. OPENING AND EVALUATION OF BIDS

28.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

- 28.1 The Owner/Consultant will open all bids on the e-Tender portal at the time, on the date (as specified in IFB), and at the place specified in the Tender.
- 28.2 The Bidders' names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which

INSTRUCTIONS TO BIDDERS (ITB)



shall be later returned unopened to the concerned Bidder.

28.3 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

28.4 The Owner/Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening, in case bid opening is held physically at BGL

29.0 CLARIFICATION OF BIDS

29.1 During evaluation of the bids, the Owner / Consultant may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification shall be sent through e-Tender portal and the response shall be through e-Tender portal and no change in the prices or substance of the bid shall be sought, offered, or permitted. Intimation regarding clarification shall be sent through email.

30.0 PRELIMINARY EXAMINATION

30.1 The Purchaser/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

30.2 The Purchaser/Consultant may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

30.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.

30.4 If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

31.0 REJECTION CRITERIA

31.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

31.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- i) Firm Price
- ii) EMD/Bid security
- iii) Scope of Work
- iv) Specifications
- v) Price Schedule in other than prescribed format or with insertion of any condition(s)
- vi) Delivery / Completion Schedule
- vii) Period of Validity of bid
- viii) Price Reduction Schedule

INSTRUCTIONS TO BIDDERS (ITB)



- ix) Performance Bank Guarantee/ Security Deposit
- x) Guarantee / Defect Liability Period
- xi) Arbitration / Resolution of Dispute/ Jurisdiction of Court
- xii) Force Majeure
- xiii) Applicable Law
- xiv) Integrity Pact, if Applicable
- xv) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid
- xvi) Non-submission of Price Bid in Price Bid Envelope/Cover-2
- xvii) Non-submission of declaration regarding Holiday Listing status

Prices if received in Unpriced Bid shall not be considered for evaluation and bid shall be summarily rejected.

32.0 NON-COMPLIANCE WITH THESE PROVISIONS

- 32.1 Bids are liable to be rejected as nonresponsive if a Bidder:
- 32.2 Fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 32.3 Furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

33.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 33.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
 - (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents;and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-33.2"
- 33.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -
 - a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.

INSTRUCTIONS TO BIDDERS (ITB)



c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

33.3 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 documents.

ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.

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

33.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

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

34.0 OPENING OF PRICE BID

34.1 Bidders whose bids are found substantially responsive shall be informed about the date and time of opening of price bid.

34.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

35.0 CONFIDENTIALITY

35.1 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.

36.0 CONVERSION TO SINGLE CURRENCY

36.1 Not Applicable.

37.0 EVALUATION AND COMPARISON OF BIDS

37.1 The Purchaser/ Consultant will evaluate and compare the bids, which have been determined to be substantially responsive.

37.1.1 Evaluation

The Owner will evaluate and compare the bids previously determined to be substantially responsive. In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

- Arithmetical errors will be rectified on the following basis:
- If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

INSTRUCTIONS TO BIDDERS (ITB)



- Deviations from terms and conditions of the bid document stipulated by the bidder if found acceptable, shall be evaluated and loaded to the quoted price.
- If the bidder will not qualify for quoted segment, then the rates of that bidder for that segment will not be considered for evaluation.

37.1.2 Correction of errors

- a) Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Contractor (by multiplying the quantity and rate) shall be taken as correct.
 - When the rate quoted by the Contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
 - When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
- b) The amount stated in the bid will be adjusted by the Employer 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 bid security shall be forfeited.

37.1.3 Other Conditions Related to Bid Evaluation

- Canvassing in any form will make the bid liable for rejection.
- Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- Bid should be complete covering the individual item wise total scope of work indicated in the Bid documents.
- Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

37.1.4 Comparison of bid

- Bid shall be evaluated as per evaluation criteria mentioned in Section-I (IFB) of bidding documents.

INSTRUCTIONS TO BIDDERS (ITB)



- In case more than one bidder quote the rates of SOR such that the total tender cost is equal, the ranking will be decided on the basis of higher Turnover of the preceding audited financial year.

38.0 PURCHASE PREFERENCE

38.1 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Not Applicable

38.2 PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

Not Applicable

39.0 GUIDELINES REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "**Bidder from a country which shares a land border with India**" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

INSTRUCTIONS TO BIDDERS (ITB)



- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
- Explanation—
- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
7. **Submission of Certificate in Bids:**
Bidder shall submit a certificate in this regard as **Form-12**.
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the

INSTRUCTIONS TO BIDDERS (ITB)



time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Form-12 A**.

40.0 CONTACTING THE PURCHASER/ CONSULTANT

- 40.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer 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.
- 40.2 Any effort by the Bidder to influence the Employer in the Employer's '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 procedure in this regard.

F. AWARD OF CONTRACT

41.0 POST-QUALIFICATION

- 41.1 In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 41.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information, as the Purchaser/Consultant deems necessary and appropriate.
- 41.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

42.0 AWARD CRITERIA

- 42.1 The Purchaser will award the contract to the Techno-Commercial Qualified Bidders on segment wise least cost basis (including GST) to BGL.

43.0 SPLIT OF QUANTITY (AWARD)

Not Applicable

44.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

- 44.1 The Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions.
- 44.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rate quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.

INSTRUCTIONS TO BIDDERS (ITB)



45.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

45.1 BGL 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 or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BGL's action. However, bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BGL shall respond quickly.

46.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

46.1 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 BGL 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 BGL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

46.2 Contract period shall commence from the date of "Notification of Award" 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 "SCC: Clause-67". Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-48", BGL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-18"

47.0 SIGNING OF AGREEMENT

47.1 BGL 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 BGL.

47.2 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 bid document only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance (FOA) / Letter of acceptance (LOA)" 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.

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

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

48.2 Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in Fraudulent/ Coercive Practices

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or

INSTRUCTIONS TO BIDDERS (ITB)



on other grounds as mentioned in BGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I to ITB), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited (BGL) to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited (BGL), such decision of Bhagyanagar Gas Limited (BGL) shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

49.0 VENDOR PERFORMANCE EVALUATION

49.1 Shall be as stipulated Annexure II to ITB herewith.

50.0 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

Not Applicable.

51.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

51.1 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.

52.0 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

52.1 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.

52.2 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, BGL 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."

52.3 In case any financial implication arises on BGL 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. BGL 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 BGL in future to the Supplier/Contractor under this contract or under any other contract.

INSTRUCTIONS TO BIDDERS (ITB)



Annexure-I o ITB

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 a 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 BGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BGL, 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 BGL for a period specified in para B 2.2 below from the date of issue of banning order.

INSTRUCTIONS TO BIDDERS (ITB)



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 BGL for a period specified in para B 2.2 below from the date of issue of banning order.

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 BGL 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 BGL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 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:

S. No.	Description	Period of banning from the date of issuance of Banning order
1.	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 & etc. and subsequently it is found otherwise, such acts shall be considered in this category	02 Years

INSTRUCTIONS TO BIDDERS (ITB)



S. No.	Description	Period of banning from the date of issuance of Banning order
2.	Corrupt/ Fraudulent (pertaining to BEC of tender) / Collusive/ Coercive Practices	03 Years
2.1.	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: (i) Repeated once (ii) Repeated twice or more	7 years (in addition to the period already served) 15 years (in addition to the period already served)
3.	Indulged in unauthorized disposal of materials provided by BGL	07 Years
4.	If act of vendor/ contractor is a threat to the National Security	15 Years
5.	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract/order	02 Years

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/ misappropriation 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.

INSTRUCTIONS TO BIDDERS (ITB)



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) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance 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 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 BGL.

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/ misappropriation 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 BGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

INSTRUCTIONS TO BIDDERS (ITB)



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.

INSTRUCTIONS TO BIDDERS (ITB)



ANNEXURE-II TO ITB

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 BGL in Projects and in O&M 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 within 30 days after execution of Order/ Contract. 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 BGL.

INSTRUCTIONS TO BIDDERS (ITB)



- 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:

1. Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/Supplier/Contractor/Consultant is not on watch list/ holiday list/ banning list.
2. One time Vendor/ Supplier/Contractor/ Consultant.
4. Orders for Misc./Administrative items/ Non stock Non valuated.

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 Appendix-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1.	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3.	GOOD	Letter to the concerned for improving performance in future
4.	VERY GOOD	No further action

- 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) 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:

Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):

INSTRUCTIONS TO BIDDERS (ITB)



First Instance: Holiday (Red Card) for Two Years.

Subsequent instance (s) in other ongoing order(s)/ contract (s) or new order (s)/ contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three years.

Poor Performance on account of other than Quality (if marks obtained against Quality parameter is less than 20):

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.

Second such instance in other ongoing order(s)/ contract (s) or new order (s)/ Contact (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday (Red Card) for a period of One Year.

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, Clause no. 28.3.1 of GCC-Goods, Second para of clause no. 2.17.3 of GCC Services and clause no. 3.16.1 of GCC- Consultancy)

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 a three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order(s)/ contract (s) or new order (s)/ contact (s) on such Vendor/Supplier/ Contractor/ Consultant.

Second instances in other ongoing orders(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.

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 the BGL intranet.

INSTRUCTIONS TO BIDDERS (ITB)



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 of above cases of "POOR" (as per Performance Rating) or Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant shall be as under:

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, EIC/CIC (for works/ service/consultancy contract) or Project Manager/ Concerned C&P department (for Purchase Orders) 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 Committee' for their deliberation.

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 Three (3) years. The Copy of Advisory notice will also 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.

For the case of "Subsequent Instances" in other ongoing other ongoing order (s)/ contract (s) or new order (s)/ contact (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:

HOD (C&P)- Corporate Office
CFO
CGM level officer 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.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

INSTRUCTIONS TO BIDDERS (ITB)



ii) After execution of orders a Performance Rating Data Sheet (Format at Appendix-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 need to be initiated by Site C&P:

Sl.No.	Performance Rating	Action
1.	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3.	GOOD	Letter to the concerned for improving performance in future
4.	VERY GOOD	No further action

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) 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:

Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):

First Instance: Holiday (Red Card) for Two Years.

Subsequent instance (s) in other ongoing order(s)/ contract (s) or new order (s)/ contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three years.

Poor Performance on account of other than Quality (if marks obtained against Quality parameter is less than 20):

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.

Second such instance in other ongoing order(s)/ contract (s) or new order (s)/ Contact (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday (Red Card) for a period of One Year.

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.

INSTRUCTIONS TO BIDDERS (ITB)



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, Clause no. 28.3.1 of GCC-Goods, Second para of clause no. 2.17.3 of GCCServices and clause no. 3.16.1 of GCC- Consultancy)

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 a three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order(s)/ contract (s) or new order (s)/ contact (s) on such Vendor/Supplier/ Contractor/ Consultant.

Second instances in other ongoing orders(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.

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 the BGL 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 of above cases of "POOR" (as per Performance Rating) or Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant shall be as under:

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, EIC/CIC (for works/ service/consultancy contract) or Project Manager/ Concerned C&P department (for Purchase Orders) 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 Committee' for their deliberation.

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 Three (3) years.

INSTRUCTIONS TO BIDDERS (ITB)



The Copy of Advisory notice will also 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.

For the case of “Subsequent Instances” in other ongoing other ongoing order (s)/ contract (s) or new order (s)/ contract (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:

HOD (C&P)- Corporate Office
CFO
CGM level officer 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.

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 should 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.

INSTRUCTIONS TO BIDDERS (ITB)



7.4 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.

7.5 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 BGL 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.

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- i. 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 date of receipt of Holiday order.
- ii. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- iii. Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- i. "Appellate Authority" shall mean Committee of Directors.

9.0 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, BGL 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 Watch list (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/ order(s). holiday for a period of six months after following the due procedure.

In case of subsequent instances of default in other tender (s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no.2 of para A of Clause no. 5.1(v) and 5.3 (v).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card.

In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BGL to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BGL to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure. ANNEXURE-II TO ITB.

INSTRUCTIONS TO BIDDERS (ITB)



Appendix-1

Bhagyanagar Gas Limited (BGL) 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.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

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 :

INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name:

Designation:

INSTRUCTIONS TO BIDDERS (ITB)



Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE

		40 Marks
Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE

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		10 marks
ii) When quality	Failure of severe nature	0 marks
Failure endanger	- Moderate nature	5 marks
system integration	- low severe nature	10-25 marks
and safety of the system		
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

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
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



GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC)



GENERAL CONDITIONS OF CONTRACT (GCC)



Sl. No.	Description
SECTION-I	DEFINITIONS
1.0	Definition of Terms
SECTION-II	GENERAL INFORMATION
2.0	General Information
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 initiated
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	16.1 Policy for Tenders under consideration
	16.2 Zero Deviation
17.0	Award of Contract
18.0	Clarification of Tender Document



GENERAL CONDITIONS OF CONTRACT (GCC)



- 19.0 Local Conditions
- 20.0 Abnormal Rates

SECTION-IV GENERAL OBLIGATIONS

- 21.1 Priority of Contracts 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 Mobilization
- 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 Subletting of Works

Sub contracts for Temporary works etc.

- i) List of sub-contractors to be supplied



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

- ii) Contractor's liability not limited by Sub-Contractors
- iii) Employer may terminate sub contracts
- iv) 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 authorized 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



GENERAL CONDITIONS OF CONTRACT (GCC)



- 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



GENERAL CONDITIONS OF CONTRACT (GCC)



- 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.
- 99.0 Sales Tax/Turnover Tax
- 100.0 Statutory Variations
- 101.0 Insurance
- 101.1 General
- i) Employees State Insurance Act
 - ii) Workmen Compensation and Employee's Liability Insurance
 - iii) Accident or injury to workmen
 - iv) Transit Insurance



GENERAL CONDITIONS OF CONTRACT (GCC)



- v) Automobile
 - vi) General Liability
 - vii) Any other Insurance required under law or regulations by Employer
- 102.0 Damage to Property or to any Person or any Third Party

SECTION-VIII LABOUR LAWS

- 103.0 Labour laws
- 104.0 Implementation of Apprentices Act 1961
- 105.0 Contractor to indemnify the Employer
- 106.0 Health and Sanitary Arrangement for worker

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

- 107.0 Arbitration
- 108.0 Jurisdiction

SECTION-X SAFETY CODES

- 109.0 General
- 110.0 Safety Regulations
- 111.0 First Aid and Industrial Injuries
- 112.0 General Rules
- 113.0 Contractor's barricades
- 114.0 Scaffolding
- 115.0 Excavation and Trenching
- 116.0 Demolition/General Safety
- 117.0 Care in Handling Inflammable Gas
- 118.0 Temporary Combustible Structures
- 119.0 Precautions against Fire
- 120.0 Explosives
- 121.0 Mines Act
- 122.0 Preservation of Places
- 123.0 Outbreak of Infectious diseases
- 124.0 Use of intoxicants



GENERAL CONDITIONS OF CONTRACT (GCC)



I. DEFINITION OF TERMS: GENERAL CONTRACT CONDITIONS:

- 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/BGL means BHAGYANAGAR GAS LTD., a public limited company, incorporated under the Company's act 1956 and having its registered office at 2ND Floor APIDC Building, Parisrama Bhavan, Basheer Bagh, Hyderabad- 04 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 BGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and forma part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 CONSULTANT: means.....who are the consulting engineer to the Employer for this project and having registered office at.....
- 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

- 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 BGL 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

- 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 TE" 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 Tenderers) 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 equipment's, 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



GENERAL CONDITIONS OF CONTRACT (GCC)



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), vessel(s), pipeline, machinery(ies), or any other section or sub- section of installation^) 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



GENERAL CONDITIONS OF CONTRACT (GCC)



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 networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

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

2.4 **Power Supply:**

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. For purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN- CHARGE for his approval, before power is made available.

2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors



GENERAL CONDITIONS OF CONTRACT (GCC)



- 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 there from.
- 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 slipping 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 along with 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



GENERAL CONDITIONS OF CONTRACT (GCC)



arrangement and get the same approved by the ENGINEER- IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by

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

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

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

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

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

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

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3. Submission of Tender:

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

3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document, the tenderer should write clearly



GENERAL CONDITIONS OF CONTRACT (GCC)



the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

- 3.3 Covering letter along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in 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 BHAGYANAGAR GAS LTD 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 equipment 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 information's the tenderer wish to furnish.



GENERAL CONDITIONS OF CONTRACT (GCC)



- 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 initialled at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.
- 4.3 **Rates to be in Figures and Words:** The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

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

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
 - b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
 - c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.
- 4.4 **Corrections and Erasures:** All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or overwriting 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



- 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, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with 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 BHAGYANAGAR GAS LTD, and that M/s BHAGYANAGARGAS 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 BHAGYANAGAR GAS 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 BHAGYANAGAR GAS 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: Letter/notice:

- 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



The bid guarantee shall be submitted in the prescribed format.

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

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

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

7 Validity:

- 7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or

to vary the tender given or any term thereof. In case of tender revoking or cancelling 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



GENERAL CONDITIONS OF CONTRACT (GCC)



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



GENERAL CONDITIONS OF CONTRACT (GCC)



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



GENERAL CONDITIONS OF CONTRACT (GCC)



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 BGL to the Bidder.

- 16.2 **Zero Deviation:** Bidders to note that this is a ZERO DEVIATION TENDER. BGL 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 BGL either by Telex/Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

- 17.2 BGL will be the sole judge in the matter of award of CONTRACT and the decision of BGL 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 BGL in triplicate. BGL 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 BGL or its employee(s) or its representatives shall not in any way be binding on BGL.

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 BGL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.



GENERAL CONDITIONS OF CONTRACT (GCC)



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

20. Abnormal Rates:

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

SECTION-IV GENERAL OBLIGATIONS

21. Priority of Contract Documents

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

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

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

21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be



GENERAL CONDITIONS OF CONTRACT (GCC)



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.



GENERAL CONDITIONS OF CONTRACT (GCC)



The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission 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 accommodations 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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 Guarantee

- 24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 30 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 other than co-operative 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



GENERAL CONDITIONS OF CONTRACT (GCC)



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 TIMESCHEDULE 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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.



GENERAL CONDITIONS OF CONTRACT (GCC)



27 Price reduction Schedule (PRS)

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.

Value referred in PRS clause is excluding taxes and duties.

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 (*)

27.4 BONUS FOR EARLY COMPLETION

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

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

28 Rights of the employer to forfeit contract performance security:

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



GENERAL CONDITIONS OF CONTRACT (GCC)



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

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

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

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

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

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

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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

- 30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant,



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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) TERMINATIONS OF CONTRACT FOR DEATH:

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

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

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound



GENERAL CONDITIONS OF CONTRACT (GCC)



with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty:-

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

32(C) TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

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

33 Members of the employer not individually liable :

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

34 Employer not bound by personal representations:

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

35 Contractor's office at site:

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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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 replaced 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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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



GENERAL CONDITIONS OF CONTRACT (GCC)



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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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

39 Contractor's responsibility with the mechanical, electrical, intercommunication system, air conditioning 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 equipment 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



GENERAL CONDITIONS OF CONTRACT (GCC)



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

40 Other agencies at site:

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

41 Notice:

41.1 TO THE CONTRACTOR:

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

41.2 TO THE EMPLOYER:

Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. BHAGYANAGAR GAS 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 maybe 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 js covered by a patent under which the



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.

- 44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

45 Delays by employer or his authorised agents:

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

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



GENERAL CONDITIONS OF CONTRACT (GCC)



46 Payment if the contract is terminated:

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

- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

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

- a) Any and all completed works
- b) Such partially completed WORK including drawings, information 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



GENERAL CONDITIONS OF CONTRACT (GCC)



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 FINALCERTIFICATE.

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:

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 equipment 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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 maybe 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



58 Work on Sundays and Holidays:

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

59 General conditions for construction and erection work:

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

60 Alterations in specifications, design and extra works:

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



GENERAL CONDITIONS OF CONTRACT (GCC)



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



GENERAL CONDITIONS OF CONTRACT (GCC)



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:

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

II. For Lumpsum Contracts

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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61 Drawings to be supplied by the employer

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

62 Drawings to be supplied by the contractor:

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

"Certified true for _____
(Name of Work)

Agreement No. _____
Signed: _____

(CONTRACTOR)
(ENGINEER-IN-CHARGE)



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

- 62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER- IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN- CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.
- 62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.
- 63 Setting out works:**
- 63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.
- 63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.



GENERAL CONDITIONS OF CONTRACT (GCC)



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



GENERAL CONDITIONS OF CONTRACT (GCC)



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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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 or 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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

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

69 Materials obtained from dismantling:

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

70 Articles of value found:

- 70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

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 inwriting 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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 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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

CONTRACTOR'S cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

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

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

75 Samples for approval:

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

76 Action and compensation in case of bad work:

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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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 ONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.
- ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, fora period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

78 Employer may do part of work:

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

79 Possession prior to completion:

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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

80 Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):

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

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

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

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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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

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.



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

82 Guarantee/transfer of guarantee

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

83 Training of employer's personnel:

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

84 Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR'S, perform all such works or furnish all such equipment 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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR'S extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

85 Indemnity

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

86 Construction aids, equipments, tools & tackles: -

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

SECTION-VI CERTIFICATES AND PAYMENTS

87 Schedule of rates and payments

87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of



GENERAL CONDITIONS OF CONTRACT (GCC)



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 owncost 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



GENERAL CONDITIONS OF CONTRACT (GCC)



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

v) **SCHEDULE OF RATES TO COVER TAXES AND DUTIES:**

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) **SCHEDULE OF RATES TO COVER RISKS OF DELAY:**

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

vii) **SCHEDULE OF RATES CANNOT BE ALTERED:**

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

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

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

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

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

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



GENERAL CONDITIONS OF CONTRACT (GCC)



- 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 BGL 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 along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.
- 88.1.7 COMPUTERISED BILLING SYSTEM: BHAGYANAGAR GAS LIMITED has introduced Computerised Billing System whereby when the Bills are submitted in BGL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through BGL's website.
- 88.2 SECURED ADVANCE ON MATERIAL:
Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.
- 88.3 DISPUTE IN MODE OF MEASUREMENT:
In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.
- 88.4 ROUNDING-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 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

89 Lumpsum in tender:

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

90 Running account payments to be regarded as advance:

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

91 Notice of claims for additional payments:

- 91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.
- 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional



GENERAL CONDITIONS OF CONTRACT (GCC)



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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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.



GENERAL CONDITIONS OF CONTRACT (GCC)



- 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



GENERAL CONDITIONS OF CONTRACT (GCC)



or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

98 Taxes & Duties, i etc:

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes such as GST & Duties, etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, 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 GST/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 BGL. However, any increase in the rate



GENERAL CONDITIONS OF CONTRACT (GCC)



of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to BGL.

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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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 contributions 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



GENERAL CONDITIONS OF CONTRACT (GCC)



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 Employers hip 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



GENERAL CONDITIONS OF CONTRACT (GCC)



- 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. 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.
- e) 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 wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB- CONTRACTORS.



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

- iii) The CONTRACTOR shall take sufficient care in moving his plants, equipment 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.
- iv) 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



GENERAL CONDITIONS OF CONTRACT (GCC)



in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contractor non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN-CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 Implementation of Apprentices Act, 1961:

- 104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

105 Contractor to indemnify the Employer:

105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

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

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



GENERAL CONDITIONS OF CONTRACT (GCC)



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 [BHAGYANAGAR GAS LTD.] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select anyone 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 (BGL) 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 Hyderabad, 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 AP.

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 centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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 ASFOLLOWS:

"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 constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at Hyderabad for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the court at Hyderabad 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.



GENERAL CONDITIONS OF CONTRACT (GCC)



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

112 General rules:

- 112.1 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:-
- Excavations
 - Hoisting Areas.
 - Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
 - EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
 - Rail Road unloading spots.
- ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

- 114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

- ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.
- v) 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 maybe 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 1.1 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:

- 116.1i) Before any demolition work is commenced and also during the progress of the demolition work



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

- 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)
- a) 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 readymade paint.
 - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
- iii)
- When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

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



GENERAL CONDITIONS OF CONTRACT (GCC)



Bhagyanagar Gas Limited

shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

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

117 Care in handling inflammable gas:

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

118 Temporary combustible structures:

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

119 Precautions against fire:

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

120 Explosives:

- 120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a



GENERAL CONDITIONS OF CONTRACT (GCC)



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



GENERAL CONDITIONS OF CONTRACT (GCC)



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 unauthorized 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)



1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 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.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over- ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 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 own cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :
 - i) Letter of Acceptance along with 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) Instruction to Bidders
 - ix) General Conditions of Contract.
 - x) Indian Standards
 - xi) Other applicable Standards



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 1.7 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.
- 1.8 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.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

GCC clause no.2.2 is modified as below:

- 2.1 The scope of work covered in this Contract will be as described in Annexure-1, Particular job specifications, Standard Specifications, Schedule of Rates etc. The scope of supply covered in this Contract will be as described in Annexure-2, Particular Job Specifications, Standard Specifications, Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in far as the responsibilities of the contractor are concerned and shall include, interalia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3.0 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:
- 3.2 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 Employer/Consultant shall not supply water, power and other utilities.
- 3.3 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 have no claims in respect of any such surplus material disposed of as aforesaid.
- 3.4 Cutting of trees shall not be permitted except in the case that tree is falling on the line of Pipe line alignment. In such circumstances, details of such tree 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 saplings in that area, cutting of tree for any purposes (fuel etc.) by workers are strictly prohibited.



SPECIAL CONDITIONS OF CONTRACT (SCC)



4.0 TIME OF COMPLETION

- 4.1 The work shall be executed strictly as per Time schedule given in Annexure-3 in the bidding document. The period of completion given includes the time required for mobilization [15 (Fifteen) Days] as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in- Charge.
- 4.1.1 The time of completion is applicable for complete work.
- 4.2 A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion mentioned above.
- 4.3 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 programmes as 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.
- 4.4 If the Contractor fails to achieve the targeted progress schedule of each month, the Employer/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.
- 4.5 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.
- 4.6 The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.
- 4.7 No waiver shall be attributable to the stoppage due to union activities & due to the influence of trade unionism and adverse weather conditions.

5.0 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 drawing is to enable the bidder to make an offer in line with the requirements of the Employer/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 and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. BGL/PMC shall review the



SPECIAL CONDITIONS OF CONTRACT (SCC)



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 Employer/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/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 Employer/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 Employer/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.
- 5.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Employer/Consultant at any time during execution of the contract. However, no extra claim what so ever 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.

6.0 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:
- i) Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
 - 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



xii) Any other Statute, Act, Law as may be applicable.

xiii) PNGRB Act.

7.0 GOVERNMENT OF INDIA NOT LIABLE

GCC clause no.4.8 is modified as below:

7.1 It is expressly understood and agreed by and between the Contractor and the Employer/Consultant that the Employer/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 there under. It is expressly understood and agreed that the Employer/Consultant is an independent legal entity applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer/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.

8.0 LIMITATION OF LIABILITY

GCC clause no. 80.3 is modified as below:

8.1 The final payment by the Employer/Consultant 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 fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer/Consultant.

8.2 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.

9.0 INCOME TAX & CORPORATE TAX

9.1 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.

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

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

9.4 MENTIONING OF PAN NO. IN INVOICE/BILL



SPECIAL CONDITIONS OF CONTRACT (SCC)



As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/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.

10.0 CUSTOM DUTY

10.1 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/Consultant. 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.

10.2 DELETED

11.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS

11.1 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.

11.2 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/Consultant, the Employer/Consultant may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer/Consultant, of the like amount in the form and from a Bank in India approved by the Employer/Consultant.

11.3 If for any reason the Employer/Consultant 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/Consultant pay the same to the Employer/Consultant, 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/Consultant, by the Contractor in favour of the Employer/Consultant for an amount equivalent to amount of custom duty.



SPECIAL CONDITIONS OF CONTRACT (SCC)



11.4 The obligations undertaken and/or any bond or facility provided by the Employer/Consultant 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/Consultant up to the date of recovery in full.

12.0 ISSUE OF ESSENTIALITY CERTIFICATE

BGL shall not provide any kind of certificate.

13.0 IMPORT LICENCE

13.1 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 licence.

14.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

14.1 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.

15.0 INTELLECTUAL PROPERTY

15.1 Neither Employer/Consultant 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



16.0 FIRM PRICE

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

17.0 WORKS CONTRACT

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

18.0 PROVIDENT FUND ACT

18.1 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.

19.0 MOBILIZATION ADVANCE

19.1 NO Mobilization Advance will be given for this Tender.

20.0 CHANGE ORDERS/ EXTRA WORKS/ DEVIATIONS

20.1 A change order will be initiated in case:

- i) The Employer/Consultant directs the Contractor to include any addition to the scope of work not covered under this contract or delete any Section of the scope of the 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 Employer/Consultant and for which cost and time benefits shall be passed on to the Employer/Consultant.

20.2 Any changes required by the Employer/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.

20.3 Any change order as above comprising an alteration which involves a change in the cost of the 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 EIC.

20.4 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 Employer/Consultant in writing.

20.5 If there is a difference of opinion between Contractor and Employer/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 20.7.8 and 20.7.9 here below.



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 20.6 Within 10(Ten) working days of receiving the comments from the Employer/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 Employer/Consultant.
- 20.7 Procedure**
- 20.7.1 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 Employer/Consultant, they shall discuss the matter with Employer/Consultant's representatives.
- 20.7.2 In case such requirement arises from the side of the Contractor they would also discuss the matter with Employer/Consultant's Representative.
- 20.7.3 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.
- 20.7.4 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.
- 20.7.5 Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.
- 20.7.6 The results of this study would be discussed mutually to enable Employer/Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.
- 20.7.7 If Employer/Consultant's representative accepts the change order in writing then Contractor shall proceed with 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 utilised for extra work shall be submitted to Employer/Consultant. The Employer/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 Employer/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 Employer/Consultant, the voucher shall nevertheless be signed by the Employer/Consultant as a record of time worked and materials used. List and vouchers so signed will be the subject of negotiations between the Employer/Consultant and the Contractor regarding their costs allocation.
- 20.7.8 In case, mutual agreement as above that is whether Project Requirement constitutes a Change order or not, is 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 Employer/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.
- 20.7.9 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 is constituting a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.
- 20.7.10 Should the amount of Extra Work/ Change Order, if any, which the Contractor may be required to perform by the Employer/Consultant, fairly entitles the Contractor to extensions of time beyond the



SPECIAL CONDITIONS OF CONTRACT (SCC)



scheduled completion date for completion of either the whole of the works or for such Extra Work only, the Employer/Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

21.0 CONSTRUCTION OF PIPE LINE ALIGNMENT AND PERMITS:

21.1 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 pipe line alignment shall be repaired and restored and cost of repairs/restoration shall be to Contractor's account.

21.2 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.

21.3 Due measures for working within deep trench must be taken including necessary safety precautions for the workers.

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.

21.4 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 immediate measures for taking the land and compensations to land owner(s) shall be to Contractor's account. 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 BGL. 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.

21.5 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 Company.

21.6 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 /



SPECIAL CONDITIONS OF CONTRACT (SCC)



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 by Engineer-in-charge as per the tender specifications.

21.7 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 BGL.

21.8 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.

22.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION

22.1 CONSTRUCTION EQUIPMENT

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

22.1.2 Deleted.

22.1.3 The Employer/Consultant shall not supply any Construction Equipment.

22.2 MANPOWER DEPLOYMENT

22.2.1 Bidder shall meet the requirement regarding deployment of minimum construction manpower for individual Section as specified in the bidding document at Annexure-10.

Bidders who intend to quote for more than one Section shall meet the requirement equal to the sum of the construction manpower specified for individual Section. Bidder shall also submit their compliance for deployment of manpower along with the bid.

22.2.2 Schedule of Labor & 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 nondeployment of manpower.

22.2.3 Equipment Hiring / Recovery Rates attached as Annexure-12 to SCC shall be used for analysing rates for extra items and recovery for non-deployment of equipment.

23.0 MECHANISED CONSTRUCTION

23.1 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 types of the plant & machinery applicable for different activities in consultation with the Engineer in-charge during execution of works.

23.2 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 mechanised construction techniques and that the Employer/Consultant/Consultant in this regard shall entertain no claim whatsoever.



SPECIAL CONDITIONS OF CONTRACT (SCC)



24.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

- 24.1 Contractor shall be responsible for organising 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.
- 24.2 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.
- 24.3 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, 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.
- 24.4 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.
- 24.5 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.

24.6 ERECTION OF EQUIPMENTS

- 24.6.1 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.
- 24.6.2 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.
- 24.6.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

25.0 MEASUREMENT OF WORKS

- 25.1 In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of Annexure-4 shall also apply.



SPECIAL CONDITIONS OF CONTRACT (SCC)



26.0 TERMS OF PAYMENT

26.1 Basis and terms of payment for making “On Account Payment” shall be as set out in Annexure-5.

27.0 REPAIR OF PIPE DEFECTS

27.1 Immediately prior to aligning pipe for welding, the bevelled 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.

27.2 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 rebevelled to the correct angle with a bevelling machine of a type approved by Employer/Consultant. No compensation shall be allowed by reason of such recutting or bevelling, except when required because of the original bevel being damaged before the pipe is "taken over" by Contractor.

27.3 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 rebevel dented bevel ends with a depth between 1 and 3 mm. Dents over 3mm depth shall be repaired by cutting and rebeveling.

28.0 ISSUE OF EMPLOYER/CONSULTANT SUPPLIED MATERIAL

28.1 The conditions for issue of material and reconciliation refer enclosed Annexure-8.

28.2 The reconciliation of material shall be applicable only for the material issued by Employer/Consultant as free issue to the contractor.

29.0 LOCATION OF DUMPYARD / WAREHOUSE / STORAGE YARD

29.1 The Dumpyard / Warehouse / Storage Yard is situated at the locations as mentioned in the scope of work.

29.2 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.

29.3 Similarly other items issued as Free Issue Material (FIM) shall be collected by the Contractor from Employer/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.

29.4 Contractor shall lift the entire quantity envisaged for the section (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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



30.0 STATUTORY APPROVALS

- 30.1 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses from all concerned authorities in respect of pipeline crossing & all pipeline 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.
- 30.2 The approval from any authority required as per statutory rules and regulations of river authority and any Central / State Government authority 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 alongwith copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction 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 liason 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.
- 30.3 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.
- 30.4 Notice and Licences : The Contractor shall at his costs and expenses give to the Municipal or Panchayat, Police and any other private or public authorities all notices etc., that may be required in law to be given and obtain all necessary permissions and licences etc., for temporary obstructions, enclosures and pay all fees, taxes charges etc. which may be leviable by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

31.0 TESTS AND INSPECTION

- 31.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work. the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 31.2 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.
- 31.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 31.4 Any work not conforming to execution drawings, specifications or codes and approved methodology / scheme shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 31.5 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 31.6 For materials supplied by Employer/Consultant, Contractor shall carry out the tests, if required by the Engineer-in-Charge, and the Employer/Consultant shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.
- 31.7 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.
- 31.8 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract

32.0 INSPECTION OF SUPPLY ITEMS

- 32.1 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 shall be identified after receipt of Quality Assurance Programme from the Contractor/ Manufacturer.
- 32.2 Inspection calls shall be given for associations of Employer/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 Employer/Consultant and copies shall be made available to Employer/Consultant before hand for undertaking inspection.
- 32.3 The contractor shall ensure full and free access to the inspection Engineer of Employer/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.
- 32.4 The contractor/ sub-contractor shall provide all instruments, tools, necessary testing cost for carrying out inspection.
- 32.5 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 Employer/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.

33.0 FINAL INSPECTION

- 33.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the Employer/Consultant brings them to his notice. The Employer/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



SPECIAL CONDITIONS OF CONTRACT (SCC)



34.0 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

35.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

35.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.

35.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by BGL / BGL/PMC. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to BGL / BGL/PMC 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.

35.3 Employer/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

36.0 TEMPORARY WORKS

36.1 All Temporary and ancillary works including enabling works connected with the work 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.

37.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

37.1 To distinguish between work in foundations and superstructures, the following criteria shall apply:

37.1.1 For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structures, work 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.

37.1.2 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".

37.1.3 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.

37.1.4 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.

38.0 QUALITY ASSURANCE/ QUALITY CONTROL

38.1 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.

- 38.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognised codes.
- 38.3 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.

- 38.4 The Employer/Consultant/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.
- 38.5 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.
- 38.6 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.
- 38.7 The Contractor shall adhere to the quality assurance system as per BGL/PMC Specification enclosed in the Bidding Document as Annexure-6.

39.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 39.1 The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the bidding document as Annexure-7.

40.0 SITE CLEANING

- 40.1 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.
- 40.2 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 40.3 The Contractor shall be the custodian of the dismantled materials till the Engineer in-Charge takes charge thereof.
- 40.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.
- 40.5 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.
- 40.6 No extra payment shall be paid on this account.

41.0 COMPLETION DOCUMENTS

41.1 As Built" Drawings

Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the CONTRACTOR shall complete all of the related drawings to the "AS BUILT" stage and provide the OWNER, the following:-

- a) Three complete bound sets of Contractor's specifications including design calculations and GIS data
- b) Three complete sets, in the form of hand bound volumes, of the manufacturer's data book for all the equipments, instruments etc. including certified prints and data. Data books shall be completed with index as to tag numbers associated with manufacturer's data shown, Equipment data shall include as a minimum requirement the principle and descriptions of operations, installation and maintenance instructions, drawings and dimensions, parts list and priced purchase orders including those of major sub-vendors and suppliers. Requirements pertaining to "VENDOR DATA REQUIREMENT" attached with standard specifications for the documents to be included in the Data Book for each equipment, instruments etc. shall also be complied with.
- c) Three bound copies each of the Spare Parts Data Books and the Lubricants Inventory Schedule.
- d) Soft copy of all the as built drawings prepared in AutoCAD in two sets of re-writable compact Disc and photographs covering measure activities at site.
- e) The Contractor shall submit coloured photographs covering all the activities of pipeline constructions highlighting the progress or other areas of work in 2 sets to Engineer-in-charge at site office alongwith monthly progress report. Similarly photographs for problem areas 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 inclusive in the rates and no separate payment shall be made.
- f) All as-built drawings as mentioned in specification for documentation enclosed elsewhere in the tender.

41.2 Completion Document

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

- a) Welding Procedure Qualification Report.



SPECIAL CONDITIONS OF CONTRACT (SCC)



- b) Welder Qualification Report.
- c) Radiographic Procedure Qualification.
- d) Radiographic Report along with radiographs (Radiographs only with the original).
- e) Batch Test Certificate from manufacturers for electrodes.
- f) Pretesting and final Hydrostatic and other Test results and reports.
- g) All other requirements as specified in the respective specifications.
- h) Test results and reports.
- i) Pre-commissioning/commissioning checklist.
- j) Completion Certificate issued by Owner's Site Engineer.
- k) No claim certificate by the Contractor.
- l) Consumption statements of steel and cement certified by Owner's Site Engineer.
- m) Completion certificate for embedded and covered up works wherever applicable.
- n) Recovery statement, if any.
- o) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- p) Copies of deviation statement and order of extension of time, if granted.

42.0 COORDINATION WITH OTHER AGENCIES

- 42.1 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.

43.0 SETTLEMENT OF DISPUTE BETWEEN TWO PSU'S

- 43.1 GCC Clause No. 107.2 is modified as below:

- 43.2 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



SPECIAL CONDITIONS OF CONTRACT (SCC)



44.0 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 44.1 Bhagyanagar Gas Limited (BGL) has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 44.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 44.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Bhagyanagar Gas Limited (BGL) Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.



SPECIAL CONDITIONS OF CONTRACT (SCC)



45.0 UNDERGROUND AND OVERHEAD STRUCTURES

45.1 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.

46.0 TEST CERTIFICATES

46.1 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.

46.2 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.

47.0 ROYALTY

47.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer/Consultant is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Employer/Consultant for all the items involving Royalty.

48.0 EXCAVATION BY BLASTING

48.1 Excavation by blasting is prohibited. Trenching in all types of rocks using mechanical means such as rock breakers / excavators etc.

49.0 SITE FACILITIES FOR WORKMEN

49.1 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 creche where 10 or more women workmen are having children below the age of 6 years.



SPECIAL CONDITIONS OF CONTRACT (SCC)



50.0 EXECUTION OF ELECTRICAL WORKS

The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor licence. In case contractor himself executes electrical works then he shall arrange valid electrical contractor licence before start of electrical works at site. Notwithstanding, contractor shall adhere to all the safety standard as included in bidding document.

51.0 HYDROSTATIC TESTING

51.1 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.

51.2 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 carryout 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.

52.0 MAKE OF MATERIALS

52.1 The materials required to be supplied by the contractor under this contract shall be procured only from Employer/Consultant approved vendors or preferred makes indicated in the tender. 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.

53.0 ADDITIONAL WORKS/ EXTRA WORKS

53.1 Employer/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 Employer/Consultant Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

54.0 COMPENSATION FOR DELAY (L.D) / PRICE REDUCTION SCHEDULE FOR ANY DELAY

54.1 Clause No: 27.0 of GCC, pertaining to Compensation for Delay (Liquidated Damages) stands modified to the following extent:

54.1.1 The contractual completion period is as given in the Invitation for Bids and subdivided into two parts:

A) Mechanical Completion including Mobilization Period and Completion of TCP Works



SPECIAL CONDITIONS OF CONTRACT (SCC)



B) Commissioning & Gas-In and TCP Commissioning

54.1.2 In case of delay in works related to clause 54.1.1 for the following sections :

In case of delay in works in any of the parts against any of the activities stated hereinabove at Clause No. 54.1.1 A), & B), L.D / PRS shall be applicable @ ½% of the contract value of respective section(s).

The maximum L.D / PRS shall be limited to 5% of contract value. The contract value for L.D / PRS purpose shall be excluding GST.

54.1.3 The total liability of the Contractor to Employer/ Consultant under sub clause no.54.1.1 & 54.1.2 on Compensation for Delay/Price Reduction Schedule (PRS) shall not exceed the limit as stated above at 54.1.2 i). The compensation on account of any liability (ies) other than above shall be as per provisions of Bidding Documents. from the date of intimation to the contractor other-wise recovery shall be made at the rate of Rs. 3000/- per day of delay. This will be applicable in addition to PRS.

55.0 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.

i) Along with Bid

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Appendix-I to Invitation for bid, PARTA of Tender in all respect, from the date of issue of telex/telegram/letter/Fax of Intent. The Bidder is required to submit a Project Time Schedule in Bar Chart Form, alongwith the Bid. 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 over all 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.

55.1 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 over all Project requirement.



SPECIAL CONDITIONS OF CONTRACT (SCC)



b) Scheduling & Monitoring System

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 over all 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.

55.2 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 BGL and Contractors.

Agenda : a) Progress Status/ Statistics

b) Completion Outlook



SPECIAL CONDITIONS OF CONTRACT (SCC)



- c) Major hold ups/slippages
- d) Assistance required
- e) Critical issues
- f) Client query/ approval

Venue : BGL Office/ Site at the discretion of BGL

55.3 Project Review Meetings

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) Resource deployed men and machines.
- c) Quantities achieved against target in construction
- d) Record of Mandays lost.
- e) Construction percentage progress schedule and actual.

C) Daily Repots

- 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



55.4 Progress Reports

55.4.1 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.

55.4.2 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.

55.4.3 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.

55.4.4 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.

55.4.5 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.

56.0 RESPONSIBILITY OF CONTRACTOR

56.1 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.

56.2 All expenses towards mobilisation at site and demobilisation 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.

56.3 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.

56.4 Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor



SPECIAL CONDITIONS OF CONTRACT (SCC)



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.

56.5 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.

57.0 CHECKING OF LEVELS

57.1 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.

57.2 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.

58.0 STORAGE FACILITIES

58.1 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.

59.0 INSURANCE FOR FREE ISSUE MATERIAL

59.1 Contractor shall at his own expense arrange, secure and maintain insurance cover for Employer/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 BGL. The insurance cover of the free issue material shall be for the period from the date of handing over the material to Contractor from Employer/Consultant's designated place of issue/ dumpsite to date of handing over the completed work to Employer/Consultant.

59.2 The schedule of insurance cover for free issue materials given above shall be as follows:

Upto 2 Months	-	25% of value
Beyond 2 Months	-	100% of value

The value of free issue material supplied by BGL the will be intimated to the successful bidder after placement of order.

60.0 INSURANCES IN INDIA

60.1 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 Employer/Consultant as may be necessary and to its full value for all such amounts to protect the



SPECIAL CONDITIONS OF CONTRACT (SCC)



works in progress from time to time and the interest of Employer/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Employer/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.

- 60.2 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/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 Employer/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 Employer/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Employer/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.
- 60.3 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.
- 60.4 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Employer/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 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.
- 60.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

61.0 SUBMISSION OF COLOURED PHOTOGRAPHS

- 61.1 The Contractor shall shoot, prepare and submission coloured photographs in 2 sets alongwith softcopies to BGL/PMC site office along with monthly progress report covering all the activities of pipeline constructions highlighting the progress or other areas of work. Similarly photographs for problem areas 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 inclusive in the rates and no separate payment shall be made.



SPECIAL CONDITIONS OF CONTRACT (SCC)



62.0 SPARES

GCC clause 54.0 is modified as below:

- 62.1 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 lumpsum 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 Employer at their designated place. Contractor shall also supply commissioning spares not listed but required during commissioning within the contracted price.
- 62.2 In addition to above, special tools & tackles required, if any, for operation & maintenance shall also be supplied by the Contractor and the quoted prices shall be deemed to have been inclusive of all such provisions.

63.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

- 63.1 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.
 - b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
 - c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUBCONTRACTOR 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.

64.0 SINGLE POINT RESPONSIBILITY

- 64.1 The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

65.0 BONUS FOR EARLY COMPLETION

- 65.1 The Clause 27.3 of GCC for Bonus for early completion shall not be applicable in this Contract.



SPECIAL CONDITIONS OF CONTRACT (SCC)



66.0 AHR ITEMS

66.1 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:

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

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.

67.0 CONTRACT PERFORMANCE SECURITY / CONTRACT PERFORMANCE BANK GUARANTEE

GCC clause no. 24.0 is modified as below:

67.1 Contract performance Security / Security Deposit (CPS earlier known as CPBG) shall be submitted within 30 days of the receipt of the notification of award/ FOA / LOA from BGL, **the successful Bidder shall furnish the CPS equivalent to 10% of the contract / total order value (exclusive of all taxes, duties)**. 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 denominated in the currency of the Contract for the amount as applicable. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

67.2 The CPS shall be for an amount equal to specified in bid document towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST) to be reimbursed by the Owner.

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 DLP specified in bid document. CPS will also have 30 days claim period beyond expiry date.**

67.3 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.

67.4 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



SPECIAL CONDITIONS OF CONTRACT (SCC)



as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

67.5 Further, the bidder can submit CPBG online through issuing bank to BGL 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 BGL.

"In addition to existing specified form (i.e.Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/ Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc.

For this purpose, the details of Bhagyanagar Gas Limited Bank Account is as under

Account Holder's Name: M/S Bhagyanagar Gas Ltd

Account Number: 000805017218

IFSC Code: ICIC0000008

Other details: Khairatabad, Hyderabad

While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/LOA/PO no._____ (Contractor/ vendor to specify the FOA/LOA/PO no.)" under remarks column of respective bank portal. The contractor/ vendor shall be required to submit the successful transaction details to the concerned C&P officer(s) immediately and necessarily within 30 days from the date of FOA/LOA.

"CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of CPBG/Security Deposit submitted by the Supplier/ contractor/ Service Provider.

68.0 DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS

- i) Computerized R.A. Bill/ Manual Bill, with IT No./ ST No./ Labour License No. Printed thereon.
- ii) ESI/ EPF clearance certificates for the last month along with R.A. Bills.
- iii) Insurance Policy as per relevant clauses of Contract Agreement.
- iv) Attendance Register and Salary Records.
- v) Photocopy of the measurement book to be attached with R.A. Bills.
- vi) Any other document required for the purpose of processing the bills.
- vii) Registration Certificate with Sales tax authorities of state concerned.



SPECIAL CONDITIONS OF CONTRACT (SCC)



NOTE TO BIDDERS:

1. Laying of steel pipeline, with or without casing, in case of existing RCC/BW trench etc is provided with top RCC cover, then scope included removal of prevailing RCC cover from channel, laying of pipeline, testing and sand filling (including supply) refixing the top cover of pipe trench.
2. Moiling: Survey of underground utilities, execution of the work as per specification, including excavation of adequate size pits at both the sides, manual or machine moiling with the hole size not exceeding 20% of the pipe dia, insertion of steel pipe, testing & commissioning and restoration of the pits to original condition, submission of As-Built Graph as per specifications and the instruction of Engineer-in-charge. It should be ensured that no asphalt or concrete road surface damaged during moiling
3. Liasioning with state authorities / local offices / society association/ traffic police / public representatives etc. is the one of the important activity for smooth laying of the pipeline. Preferably a local person having experience for co-ordination to be deployed separately.
4. All PCC/RCC items of the SOR are having volumetric mix. Hence, No design mix is required but testing of the materials such as sand, aggregate and reinforcement etc shall be required as per CPWD specification and testing norms.
5. Since Hyderabad is traffic congested city, it shall be required to carry out the trenching, laying and other related works in night time also. There shall not be any additional payment paid separately for working at night. All arrangements such as caution light / diversion sign boards, PPE to work at night for carrying out the work should be arranged by the contractor
6. It may be required to commission the network partially as per requirement. Contractor should able to commission with requisite equipment, tools, tackles & manpower without any additional implication.
7. There are some conditions stipulated by the Government agencies for laying the pipeline at GHMC / HMDA / HMWSSB jurisdiction. The General conditions stipulated by GHMC / HMDA / HMWSSB / NHAI / IR is as below: However the conditions may vary while issuing permissions:

General conditions for Permission for laying of Gas Pipelines by Open Trench Method is accorded subject to adhering to the following conditions by GHMC / HMDA / HMWSSB / NHAI / IR /other state authorities:-

1. The concerned ward engineer shall supervise the work and ensure that the conditions imposed are complied with.
2. Before commencement of the work, the Agency must give prior written intimation to the Jurisdictional /Zonal and Road Infrastructure Engineers of GHMC / HMDA and also keep the GHMC / HMDA Engineers informed during erection of work.
3. As far as newly asphalted roads, are concerned, work should be carried out strictly by intimating and in co-ordination with Major Road/Road Infrastructure division.



SPECIAL CONDITIONS OF CONTRACT (SCC)



4. At start, during and after the execution of work, the Agency must inform office of the Chief Engineer OFC-Ce11.
5. HDD Pits must be restored on the same day itself. Any delay is liable for penalty.
6. Excavation must be as per the instructions of the concerned GHMC Zonal /Road Infrastructure Engineers.
7. Any over burden debris/earth should be removed immediately and conveyed to the designated dumping yards failing which, a penalty will be levied by the concerned ward engineer.
8. Strictly follow the procedure laid down in road opening and restoration protocol.
9. Barricading sign boards and other precautionary signage, name and telephone numbers of the executing Agency, opening and closing dates should be displayed, also warning lights should be displayed for the road users and for easy flow of traffic during execution of work, failing which it would attract heavy penalty and cancellation of permission, etc and also entail blacklisting of the executor
10. During execution of work, care must be taken not to cause any damages to GHMC property like drains, Name boards, etc. In case of such damage, commensurate penalty to be paid.
11. Absolutely no deviations from the permitted route is allowed. If deviation is found, not only penalty would be levied, the cable on the deviation portion would be confiscated /destroyed.
12. After completion of the work, as per specification given by GHMC, the Agency must get a Satisfactory Work done Certificate from the jurisdictional GHMC Engineers along with 3rd Party Inspection Reports.
13. During execution, any damage caused to the limb or life of public, damage caused to any Government / ESCOM / BSNL / HMWSSB / TSPTCL / Bhagyanagar Gas Limited etc, property, the responsibility lies solely with the executing Agency and any claims/compensation should be borne by the executing Agency alone.
14. Redoing of Road cut portion to be carried out as per the MORTH Specification, procedure for Redoing of Road cut portion, specification details enclosed.
15. If the restoration of pits is not done as per MORTH Specification, the cost of Same will be recovered by forfeiting the Security Deposit.
16. During Rainy season, extra care should be taken to ensure that the pits are properly barricaded keeping in mind the safety of pedestrian and vehicular traffic.
17. At the site of construction of HMDA flyover & underpass prior approval of the undersigned is essential before the start of the work
18. The proposed gas pipe line should be laid with top of both steel and PE pipes at 1 m depth from the top of undisturbed soil. However if required by authorities specifically for any additional cover due to site requirement the same needs to be done.
19. **Damage to utilities & restoration:** Any utilities damaged during execution to be restored with out loss of time. In case if not done by the contractor, the same shall be restored through the other agencies at the contractor's risk & cost.



SPECIAL CONDITIONS OF CONTRACT (SCC)



20. MONITORING / EXECUTION METHODOLOGY:

- The contractor has to submit the schedule with bar chart for the area allotted to the contractor for execution. Weekly schedule / plan is also to be submitted in accordance with the plan.
- If the progress is not as per the schedule / plan, he has to submit the catch up plan to achieve the target with additional deployment of manpower / machinery.
- In case of failure to achieve the catch up plan & schedule, BGL / BGL/PMC shall allot the work to the other party who is working in the same part after issuing the notice.

21. All the supply items of bidders scope includes manufacturing, factory testing, inspection, packaging, forwarding, transportation, insurance, receipt and storage at site.

69.0 POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- A.) General Manager (Project)
Bhagyanagar Gas Limited,
2nd Floor, Parishram Bhavan, TSIDC Building,
Basheer Bagh, Hyderabad
- B.) Manager (C&P)
Bhagyanagar Gas Limited,
2nd Floor, Parishram Bhavan, TSIDC Building,
Basheer Bagh, Hyderabad

70.0 CORRESPONDING ADDRESS

70.1 PURCHASER:

Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad-500 004
Contact Person: Mr. Pradeep Kumar Yadav
Telephone: +91 7531075337
Email: pradeep.yadav@bqlgas.com

70.2 CONSULTANTS:

VCS Quality Services Pvt. Ltd.
Unit no. 1116 - 1121, Tower 4, 11th Floor,
Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P
Telephone: +91 8595073057/ 8076548002/ 8010489356/ 9034159430
Email: ahtesham.ansari@vcsprojects.com; rachna.shukla@vcsprojects.com;
rajesh.sharma@vcsprojects.com, sachin.singh@vcsprojects.com; nidhi.kumari@vcsprojects.com



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURES TO SCC

C O N T E N T S

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	:	Specification for Quality Assurance System requirements from Bidders
Annexure-7	:	Specification for Health, Safety and Environment (HSE) Management
Annexure-8	:	Conditions for issue & reconciliation of material
Annexure-9A	:	List of Minimum Equipment's required to be owned by the bidder.
Annexure-9	:	List of minimum nos. of construction equipment to be deployed.
Annexure-10	:	Minimum no. of skilled labour to be deployed
Annexure-11	:	Hiring / Recovery Rate for Deployment of Manpower
Annexure-12	:	Equipment Hiring / Recovery Rate



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

SCOPE OF WORK (ANNEXURE-1 TO SPECIAL CONDITIONS OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE-1 TO SCC

1.0 SCOPE OF WORK

- 1.1 The brief scope of work covered in this bidding document broadly consist of Laying, Testing and Commissioning of 12", 10", 6" and 4" NB dia. x 43.440 Km approx. long pipeline and associated facilities for transportation of Natural Gas for Hyderabad GA in the state of Andhra Pradesh.
- 1.2 The brief scope of work includes supply of bulk materials (other than free issue), pipe laying work including but not limited to Construction Management, HSE & Quality Management, Survey, clearing of ROU, grading. Stringing, bending, welding, trenching, lowering, crossings. Tie-ins, NDT and destructive testing, backfilling, site restoration, hydrotesting, dewatering, drying, pre-commissioning, commissioning and Gas-in of pipeline of size 12",10", 6" & 4" Dia. including construction / installation of related facilities at consumer ends & metering skids, SV Stations, tap-off station at various locations including associated Mechanical, Civil, Structural, Cathodic Protection at stations etc.
- 1.3 **Total Scope of work has been divided into four (04) segments as mentioned below:**

Sl. No.	Segment (s)	Stretch (s)	12" (Dia.)	10" (Dia.)	6" (Dia.)	4" (Dia.)	Total (in Meters)
1	Segment - 1	Stretch – 1 (KATEDHAN TO DRDO) (In Meters)	7800	0	400	1650	9850
2	Segment - 2	Stretch – 2 (DRDO TO LB NAGAR) (In Meters)	6700	0	400	3600	10700
3	Segment - 3	Stretch – 3 (MLV 13 TO PATANCHERUV U (In Meters)	7050	0	3460	1500	12010
4	Segment - 4	Stretch-4 (BEERUMGUDA TO PATANCHERUV U) (In Meters)	0	5720	3660	1500	10880

- 1.4 The Lengths & Locations mentioned above are tentative and subject to change.
- 1.5 For detailed Scope of work and specifications, refer Technical volume.



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

SCOPE OF SUPPLY (ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE-2 TO SCC

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply

Owner's scope of supply shall be as specified in Particular Job 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. 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 within Hyderabad GA limits but maximum 60 km to Contractor's stock yard/work shop/work site.

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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

TIME SCHEDULE

(ANNEXURE-3 TO SPECIAL CONDITIONS OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE-3 TO SCC

TIME SCHEDULE

Name of Work	Time of Completion
TENDER FOR LAYING & CONSTRUCTION OF 12", 10", 6" & 4" NB U/G STEEL P/L NETWORK & ASSOCIATED WORKS FOR CITY GAS DISTRIBUTION PROJECT FOR HYDERABAD	The period of Contract shall be 01 Year from the date of issue of FOA / LOA / WO (Fax of Acceptance / Letter of Acceptance / Work Order)



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

MEASUREMENT OF WORK (ANNEXURE- 4 TO SPECIAL CONDITIONS OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE-4 TO SCC

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.
- 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 Contractor for any other item such as weld, shims, packing plates 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 (Metre)
 - iii) Number : No.
 - iv) Volume : Cu.M
 - v) Area : Sq.M



SPECIAL CONDITIONS OF CONTRACT (SCC)



1.9 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 authorized 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 authorized representative. The contractor shall submit the bill in the approved Performa in quadruplicate to the Engineer-in-Charge of the work. issued materials from owner's / BGL/PMC storage points to contractor's store/workshop within 50 km in GA of Hyderabad and the same are deemed to be included in the unit rates for the respective item of work.

1.11 In-case the Valve chamber sizes for the items 16.0 & 18.0 in the SOR varies due to site constraints, the payment for exceeded quantity shall be paid under respective civil works.

2.0 PIPING

2.1 For pipe sizes 2" and above, Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall exclude all types of specials, fittings, flanges , valves and instruments like pressure gauges, RPD meters with EVC. Length of all types of specials, fittings, flanges, valves, and instruments like pressure gauges, RPD meters with EVC, shall be excluded from piping measurement and shall be considered 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.

2.2 For pipe sizes below 2", Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall include all types of specials, fittings, flanges, and valves etc i.e All Socket weld fittings & hot/cold bends, reducers etc. for size 1½" and below shall be fabricated and erected as per requirements by the contractor at no additional cost and his rates for piping of size 1½" and below shall be inclusive of this work.

2.3 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.

2.4 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.

2.5 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.

2.6 DRS and MRS along with associated accessories shall be paid in nos.

2.7 Fabrication of Supports

- 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 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.
- 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.
- 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.

3.0 RADIOGRAPHY/DYE-PENETRANT EXAMINATIONS/MAGNETIC PARTICLE TEST (MPT)

Radiography charges towards Pipeline works is included in laying cost and no separate payment shall be paid for mainline and other Mechanical & piping works. 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

4.0 STRUCTURAL STEEL WORK

- 4.1 Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.
- 4.6 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.

5.0 ELECTRICAL WORKS

Earthing

Payment is on lump sum basis for each set as per SOR.

6.0 INSTRUMENTATION WORKS

- 6.1 Pressure Gauges ,RPD meters shall be accounted in terms of the quantity in numbers.



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

TERMS OF PAYMENT

(ANNEXURE-5 TO SPECIAL CONDITIONS OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT (SCC)



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 Engineer-in-Charge as per the agreed milestone payment schedule and the percentage break-ups given below.

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

Document Required – Invoice shall be processed only after submission of statutory documents like Workmen Compensation (WC) policy, Insurance policies (Open transit policy), labour license, BOCW registration, Contractor All Risk (CAR) policy, GST registrations, etc. Further all Running bills shall be processed only after submission of RPFC/ESI challans of previous month and BOCW Challan.

1.	<u>MAINLINE WORKS</u>		
A	Pipeline Laying with Associated Works by open cut (SOR item no.1.1 & 1.2)		
	After grading, stringing, trenching, welding, NDT, joint coating, lowering, and Backfilling (as per respective item rate of SOR)	:	65%
	Tie-in, NDT & field coating of tie-in joints (as per respective item rate of SOR) and backfilling of respective area.	:	10%
	Hydro-testing, dewatering & Swabbing incl. testing of PE pipe	:	10%
	Final cleanup and restoration (as per respective rate)	:	5%
	Submission of As built drgs. and documents line pipe book etc. and reconciliation of materials Final completion, handing over of complete pipeline system and acceptance of the system by Owner along with the final bill	:	10%
B	Cutting/ Breaking of Hard Rock & Borrowed soil for filling (SOR item No 1.5 & 3.0)		
	On completion of work & certification by EIC	:	90%
	After completion of works and along with final bill	:	10%
C	Restoration (SOR Item no.2.0)		
	On completion of work & certification by EIC	:	75%
	After obtaining NOC from concerned authorities	:	15%
	After completion of works and along with final bill :	:	10%



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

D	Pipeline Laying by HDD/ boring / Moling (SOR item nos. 1.6, 1.8, 4.0, 5.0)		
	On completion of HDD/Boring/moling	:	80%
	Final tie-in and testing	:	10%
	Submission of all as-built drawings material reconciliation and 5% closure of contract	:	10%
E	Supply of Long radius bends (SOR Item no.13.0)		
	On supply with TC	:	60%
	On lowering / erection at site	:	20%
	Testing & Commissioning	:	10%
	After completion of works and along with final bill	:	10%
F	Repair of pipes / leak /burst , idle time preservation of pipe line, (SOR Item no. 7.0, 8.0, 10.0, 12.0)		
	On completion and acceptance by EIC	:	90%
	Along with final bill	:	10%
G	Permanent markers (SOR Item no.9.0)		
	On supply & installation	:	90%
	After completion of works and along with final bill	:	10%
H	Pre-commissioning & assistance in commissioning (SOR item nos. 11.0)		
	On completion pre-commissioning	:	80%
	On commissioning	:	10%
	On final closure of contract	:	10%
I	Valves erection (SOR Item no.14.0)		
	On installation	:	80%
	On testing & documentation	:	10%
	After completion of works and along with final bill :	:	10%
J	Supply & Installation of Fittings, Flanges, PE isolation valves (SOR item No. 15, 17)		
	On supply with TC	:	60%
	On lowering / erection at site	:	20%
	Testing & Commissioning	:	10%
	After completion of works and along with final bill	:	10%
K	Liaisoning activities (SOR no. 6)		
	On obtaining demand note from authorities	:	70%



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

	Progressively, laying min 3 KM pipeline in single stretch.	:	20%
	After completion of works and along with final bill	:	10%
L	Construction of Valve pits (SOR item No 16, 18)		
	On completion of work & certification by EIC	:	90%
	After completion of works and along with final bill	:	10%
M	Supply of Hard Barricading (SOR item No 19)		
	On supply & installation	:	90%
	After completion of works and along with final bill	:	10%
N	Hot Tapping Works (SOR Item no. 20)		
	On supply with TC of Tees and Valves	:	20%
	On hot tapping / erection at site	:	60%
	Testing & Commissioning	:	10%
	After completion of works and along with final bill	:	10%
2.0	<u>CATHODIC PROTECTION WORKS (TCP)</u>		
2.1	Design of TCP works (SOR Item no.1) On Design Approval	:	90%
	After handing over & final documentation	:	10%
2.2	Supply & installation of TCP works (SOR Item no.2)		
	On supply	:	55%
	On installation & testing	:	35%
	After handing over & final documentation	:	10%
3.0	Piping & Mechanical works (PP)		
3.1	Erection of pipes and valves supplied as free issue items (SOR no.1.0 & 3.0)		
	Fabrication & erection	:	60%
	Testing & supports	:	30%
	On commissioning & final billing	:	10%
3.2	Supply & installation of pipes & fittings (SOR no.2.0)		
	Supply of pipes & valves	:	70%
	Installation	:	20%
	On commissioning & final billing	:	10%
3.3	Erection of free issue valves & installation of free issue MRS/ DRS (SOR no. 4 & 5)		
	On completion of erection of valves & MRS/DRS	:	90%
	On commissioning & final billing	:	10%



SPECIAL CONDITIONS OF CONTRACT (SCC)



4	Civil works (SOR Sl. no. CIV-1 to 13)		
	On completion and acceptance by EIC	:	90%
	On submission of all the documents (All test certificates, cement consumption statement etc.) with final bill	:	10%
5	Structural works (SOR No. ST-1 to 3)		
	Supply of steel structures	:	70%
	Completion of Fabrication, welding & erection work	:	20%
	On commissioning & final billing	:	10%
6	Electrical works (EL)		
	Supply of electrical items	:	70%
	Completion of installation work including testing	:	20%
	On commissioning & final billing	:	10%
7	Instrumentation works (IN)		
	Supply, if instrumentation items	:	70%
	Completion of installation work including testing	:	20%
	Along with final bill with complete testing & commissioning if required.	:	10%

PAYMENT METHODOLOGY

1. The contractor may raise invoices on monthly basis. Bidder shall enclose all documents as per check list issued by BGL/PMC/BGL.
2. The payments to the Contractor will be released within a period of 15 days from the date of receipt of the complete invoice as per the terms and conditions of the Contract
3. Payments may be made through electronic modes via NEFT/RTGS & Cheques etc.
4. Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be permitted after request by Contractor showing relevance of further breakup & recommendation by EIC
5. 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



SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIFICATION FOR QUALITY ASSURANCE SYSTEM REQUIREMENTS

(ANNEXURE - 6 TO SPECIAL CONDITIONS OF CONTRACT)

(For Details – Refer our Attachment-01, VCS – SS – PP – 2044)



SPECIAL CONDITIONS OF CONTRACT (SCC)



STANDARD SPECIFICATION FOR HEALTH, SAFETY AND ENVIRONMENTAL (HSE) MANAGEMENT AT CONSTRUCTION SITES

(ANNEXURE – 7 TO SPECIAL CONDITIONS OF CONTRACT)

(For Details – Refer our Attachment-01, VCS – SS – PP – 2021)



SPECIAL CONDITIONS OF CONTRACT (SCC)



CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL (ANNEXURE – 8 TO SPECIAL CONDITIONS OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE-8 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 / dumpyard 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 of free issue material including line pipe, 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 of materials:

Sl. No.	Material	Penal Rates
1.	(a) Penal rate for non return of accountable scrap. (b) Penal rate for return of serviceable materials in excess permitted % allowances. (c) Penal rate for issuance of unplanned OFC jointing kits.	Issue Rate + 25% or Landed Rate + 25% (in case issue rate are not indicated in the contract)
2.	Penal rates for non return of Unused	Twice the Issue Rates



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

Sl. No.	Material	Penal Rates
	material/excess scrap	or Twice the Landed Rates (in case Issue Rates are not indicated in the Contract)

- NOTE : 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner/PMC.
- 2) In case different penal rates have been indicated in the Contract (based on Project requirement), the same will supersede the above rates.

2.0 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.

3.0 EQUIPMENT

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.



SPECIAL CONDITIONS OF CONTRACT (SCC)



4.0 CABLES - DELETED

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 Aluminium 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.

5.0 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 bevelling, 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:

I)	Upto 100 km	0.1%
II)	101 to 500 km	0.07%



SPECIAL CONDITIONS OF CONTRACT (SCC)



III)	Beyond 500 km	0.05%
b)	Scrap (All cut pieces of pipes measuring less than 2 Meter)	0.25%
c)	Serviceable materials (All cut pieces of pipe measuring 2 Meter and above)	0.5%

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 per clause no. 1.6.4 above as given in the contract.

6.0 OPTICAL FIBRE CABLE

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 the contract.



SPECIAL CONDITIONS OF CONTRACT (SCC)



**List of Minimum Equipment's required to be owned by the bidder.
(Annexure- 9A of Special Conditions of Contract)**



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE-9A TO SCC

LIST OF MINIMUM EQUIPMENTS REQUIRED TO BE OWNED BY THE BIDDER

Serial No	Equipment Description	Quantity (Nos.)
1	Holiday Detector with accessories	1
2	Diesel Welding Machine/ DG set with Rectifier	2

Note:

1. The bidder shall submit the certificate from statutory auditor / chartered accountant (for ownership / possession of equipments / vehicles) as per format F-15 enclosed in the Bid Document.
2. The submission of Format F-15 is mandatory.
3. "For equipment 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 higher number for the minimum owned category. The purchase order shall be duly signed & stamped by statutory auditors.
4. The bidder shall submit Certificate from Chartered Engineer certifying that the bidder own equipment's are under good health and working condition as per Format F-16 enclosed in the Bid Document.



**SPECIAL CONDITIONS OF CONTRACT
(SCC)**



**MINIMUM NUMBER OF EQUIPMENTS TO BE DEPLOYED / MINIMUM NO. OF MAJOR EQUIPMENTS
REQUIRED TO BE OWNED**

(Annexure- 9 of Special Conditions of Contract)



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE-9 TO SCC

LIST OF MINIMUM EQUIPMENT TO BE DEPLOYED BY THE BIDDER

Sl. No.	Equipment Description	Qty (In Nos.)
1.	Excavator/Back-Hoe (\geq Hitachi 60 or equivalent)	As Required
2.	JCB	2
3.	Hydraulic Crane	2
4.	DG Welding Machines	2
5.	DG Set 62.5 KVA to 200 KVA + Stabilizer	1
6.	HDD Rig with All Equipments & Accessories (Min. Cap. 30 T)	As Required
7.	Horizontal Auger Boring Machine	As Required
8.	Gamma Source	1
9.	X-Ray M/C – Internal	-
10.	X-Ray M/C – External	1
11.	Water Lifting / Filling Pumps (Adequate capacity)	1/1
12.	Pressurization Pump – Motorized	1
13.	Air Compressor – (Min Capacity -300CFM)	1
14.	Complete hydro testing kit (pressure & temperature recorder, Dead WT Tester, thermocouple, Dozing Pump etc.)	1
15.	Dewatering Pump	1
16.	Holiday Detector Unit	1
17.	Blast Cleaning Machine	1
18.	X-Ray Unit (Complete)	1
19.	External Clamp	1
20.	Manual UT Machine	1
21.	Dead WT Tester	1
22.	Pipe/Cable locator	1
23.	Mobile Workshop	1

Notes:

- Bidder is required to mobilize the above minimum critical equipments in good working condition and suitable for piping & associated work. Bidder is required to augment the above list with additional numbers / categories of equipments as per actual requirement and instruction of Engineer-In-Charge without any additional financial implication to client.
- Contractor to ensure **WELDING & NDT** procedure and welders are qualified within **30 DAYS** time after award of contract.
- Bidder shall replace any defective / damaged equipments promptly to complete the work without any time & cost implication to the client / owner.
- After completion of certain activities, in case equipments are not required the same can be demobilised with prior approval of Engineer-In-Charge.
- Capacity of HDD Rig indicated above is tentative only. Actual capacity of HDD Rig to be deployed shall be as per design calculation. Contractor shall not be compensated for any increase in Rig capacity, if required, for successful execution of HDD crossing.



SPECIAL CONDITIONS OF CONTRACT (SCC)



**MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED
(ANNEXURE-10 OF SPECIAL CONDITION OF CONTRACT)**



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

ANNEXURE-10 TO SCC

MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED

Sl. No	Description	Requirement (in Nos.)
1.	Resident Construction Manager	1
2.	Planning engineer	1
3.	QA/QC Engineer	1
4.	Safety officer	1
5.	Qualified Surveyor	1
6.	Welding/ NDT Engineer	1
7.	Discipline Engineer's (Civil/ Mech)	1/1
8.	Foreman / Supervisor	2
9.	Civil survey crew	1
10.	Document Controller	1
11.	Store Keeper/ Store in-charge	1
12.	Welder	4
13.	Fitter	As required
14.	Grinder	As required
15.	Machine operator	As required
16.	Blast cleaning crew	As required
17.	Electrician / Machine mechanic	As required
18.	Rigger	As required
19.	Drivers	As required
21.	X-ray crew	1
22.	Field joint coating crew	1
23.	HDD crew (Driller and supporting staff)	As required
24.	Hydro-testing crew	1
25.	Holiday Testing Crew	1
26.	Unskilled worker	As required

The above proposed list of skilled manpower is the minimum to be deployed by Contractor.

NOTES:-

- (1) HDD equipment and Crew as required shall be deployed based on the SOW finalized and as per instructions 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 it is not exhaustive. Contractor is required to augment



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.

- (3) The Manpower as identified above, should have required qualification and adequate relevant experience.
- (4) *CV of proposed Resident Construction Manager, QA/QC Engineer, Planning Engineer & Safety Officer to be submitted along with the bid.* The experience should be related to execution of Cross Country Hydrocarbon Transportation Pipeline laying.
- (5) These manpower are to be mobilized **within 30 days** of award of work.



SPECIAL CONDITIONS OF CONTRACT (SCC)



HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER (ANNEXURE-11 OF SPECIAL CONDITION OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT (SCC)



ANNEXURE -11 TO SCC

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.

Sl. No.	Classification Personnel	Rates per day of Normal Hours (in Rs.)	Rate per hour for OT, Sunday & Holiday (in Rs.)
1.	Foreman	2475	545
2.	Supervisor	2475	545
3.	Engineer	3300	650
4.	Gas Cutter	1155	215
5.	Grinder	1155	215
6.	Brick Mason	660	150
7.	Stone Mason	660	150
8.	Structural welder	1650	330
9.	Qualified Arc welder – manual / semi automatic	1980	330
10.	Qualified Arc welder – automatic	2000	430
11.	Welder helper	380	150
12.	Pipe Fitter /Bender	825	190
13.	Structural Fitter	660	150
14.	Pipeline Fitter	990	240
15.	Coater	660	152
16.	Mechanic	660	152
17.	Site Equipment / Machine Operator	660	152
18.	Electrician	825	190
19.	Fabricator	825	190

Sl. No.	Classification Personnel	Rates per day of Normal Hours (in Rs.)	Rate per hour for OT, Sunday & Holiday (in Rs.)
---------	--------------------------	---	--



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

20.	Carpenter	760	165
21.	Plumber	660	150
22.	Painter	660	150
23.	Cable Jointer	990	240
24.	Instrumentation Technician	990	240
25.	Insulator	570	140
26.	Rigger	570	140
27.	Bhisti (water man)	315	75
28.	Heavy duty driver	910	215
29.	Civil Surveyor	750	130
30.	Document Controller	1000	300
31.	Account Officer	1500	360
32.	Store Keeper / Incharge	1000	300
33.	AUT Interpreter	5000	750
34.	Liasioning Team (2 persons)	2000	430
35.	Light duty driver	660	150
36.	Sand Blaster	735	165
37.	Qualified Surveyor	750	130
38.	Unskilled Worker	380	80
39.	Construction Manager	10000	1000
40.	QA/QC / Safety / Planning / NDT Engineer / Spread-in charge/ Billing Coordinator	5000	750

(SIGNATURE OF BIDDER)

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.
2. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
3. The recovery rates shall be as following:
 - a) For Sl. No. 1-38; the rates provided above plus 20% (twenty percent)
 - b) For Sl. No. 39 & 40; the rates provided above plus 50% (fifty percent)



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

EQUIPMENT HIRING/RECOVERY RATES (ANNEXURE-12 OF SPECIAL CONDITION OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

ANNEXURE-12 TO SCC

EQUIPMENT HIRING/RECOVERY RATES

SL NO	DESCRIPTION OF EQUIPMENT	HIRING/ RECOVERY RATE (NOTE-2) (IN INR) RATE / DAY
1	Pipe Layer / Side Boom – 70 T & Above Capacity	Rs. 9500.00
2	Pipe Layer / Side Boom - 60 T and above (but below 70 T)	Rs. 8500.00
3	Pipe Layer / Side Boom - 40 T and above (but below 60 T)	Rs.8000.00
4	Excavator / Back Hoe-Series Ex 280/300 or Equivalent or above Capacity	Rs. 7500.00
5	Excavator / Back Hoe- Series Ex 200/260 or Equivalent	Rs. 7000.00
6	Rock Breaker attachment	Rs. 5600.00
7	Mono Drill Crawler Mounted/ Hand Drill (Pneumatic) for rock blasting	Rs. 3000.00
8	Pipe Bending Machine- For all sizes	Rs. 7000.00
9	Dozer With Ripper - D8 Or Equivalent	Rs. 7500.00
10	Dozer - D7 / D6 Or Equivalent	Rs. 4500.00
11	Horizontal Auger Boring Machine-For all sizes	Rs. 3500.00
12	Auto Welding Unit-with operators & technicians	Rs. 75000.00
13	Pipe facing (Beveling) machine (appropriate size) for Automatic Welding	Rs. 3000.00
14	Bevel Cutting Machine (Manual)	Rs. 600.00
15	Grinding	Rs. 200.00
16	Gas cutting set with cylinders	Rs. 350.00
17	AUT Machine with 2 operators	Rs. 15000.00
18	Semi Auto Welding Machines	Rs. 2000.00
19	DG Welding Machines(SMAW)	Rs. 1140.00
20	D.G. Sets : 62.5 KVA to 200 KVA (inclusive of generators)	Rs. 3000.00
21	Induction/Resistance Heating Equipment	Rs. 3000.00
22	Pipe Clamp (Pneumatic/Hydraulic)- Internal	Rs. 1000.00
23	Pipe Clamp – External	Rs. 500.00
24	X-Ray M/C – Internal Crawler	Rs. 2500.00
25	X-Ray M/C – External	Rs. 1800.00
26	Gamma	Rs. 760.00
27	Manual UT Machine with 2 operators	Rs. 500.00
28	Tyre Mounted Cranes (20 - 40 MT)	Rs. 4500.00
29	Hydra (8 –	Rs. 3500.00
30	HDD Rig with All Equipments & Accessories (Capacity 150 T and above)	Rs. 50000.00
31	Blast Cleaning Machine set	Rs. 250.00



SPECIAL CONDITIONS OF CONTRACT (SCC)



Bhagyanagar Gas Limited

SL NO	DESCRIPTION OF EQUIPMENT	HIRING/ RECOVERY RATE (NOTE-2) (IN INR) RATE / DAY
32	Air Compressor – (300CFM)	Rs. 2000.00
33	Air Compressor - (450/600/800 CFM)	Rs. 2500.00
34	Air Compressor - (1100 CFM)	Rs. 2800.00
35	Water Lifting Pumps (400 m3/hr and above)	Rs. 850.00
36	Filling Pumps (400 m3/hr to 1000 m3/hr)	Rs. 900.00
37	Mud Mat (for working in Monsoon season)	Rs 12500.00 (per piece of min. size 4 m x
38	Tyre Mounted Cranes (75 MT & above)	Rs. 7500
39	Pressurization Pump – Motorized	Rs. 3000
40	Pipe Trailers (FB / Semi Low Bed)	Rs. 3500
41	Hand drill(pneumatic)for rock blasting	Rs. 2000
42	Dozing Pump	Rs. 250
43	Dewatering Pump	Rs. 800
44	Holiday Detector Unit	Rs. 400
45	Dead WT Tester	Rs. 200
46	Dumper / Tippers	Rs. 1500
47	Pipe locator	Rs. 500
48	Cable Cranes	Rs.8000
49	Pipe Trailer for Coated Line Pipe	Rs. 3000
50	Rock Breaking Machine with Excavator	Rs. 5600/-
51	Trucks with driver	Rs. 2000/-
52	Car/Jeep with driver	Rs. 800/-
53	Tractor with trolley	Rs. 600/-
54	Tripod with 5 Tons Chain Pulley Block	Rs. 300/-
55	Pneumatic Drill (Tractor mounted for blasting) with Compressor	Rs. 3500/-

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.
2. Rates are inclusive of operators / drivers and POL.
3. Rates are inclusive of contractor's overheads & profit.
4. The recovery rates shall be the rates provided above plus 20% (twenty percent).



**SPECIAL CONDITIONS OF CONTRACT
(SCC)**



Bhagyanagar Gas Limited

SIGNATURE OF THE BIDDER: _____

NAME OF THE BIDDER: _____



FORMS & FORMATS



SECTION - V FORMS & FORMATS



FORMS & FORMATS



AGREED TERMS & CONDITIONS

Agreed terms and conditions: following shall be duly filled in and should be returned by the bidder along with each copy of un-priced part of bid /offer. Clauses confirmed hereunder should not be repeated in the bid.

ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

Sl. No.	Description	Bidder's Confirmation
1.	Bidder's Name (further correspondences will be done in this name)	
	Bidder's Address	
	Phone No/ Mob. No.	
	E-Mail Id	
	Name & designation of the person signing the bid (attach power of attorney with ID proof)	
2.	Please confirm the currency of quoted prices is in indian rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable GST (CGST & SGST/UTGST OR IGST)	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: BGL:.....% Bidder:.....%
4.2	Service accounting codes (sac)/harmonized system of nomenclature (HSN) code	
4.3	We hereby confirm that the quoted prices is in compliance with the section 171 of CGST ACT/ SGST act	Confirmed



FORMS & FORMATS



Agreed terms and conditions: following shall be duly filled in and should be returned by the bidder along with each copy of un-priced part of bid /offer. Clauses confirmed hereunder should not be repeated in the bid.

ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

SI. No.	Description	Bidder's Confirmation
	as mentioned as clause no. 15.11 of ITB	
5.	i) confirm acceptance of relevant terms of payment specified in the bid document. ii) in case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that contract performance security will be furnished as per bid document.	Confirmed
7.	Confirm 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.	Confirmed
8.	Confirm compliance to completion schedule as specified in bid document. Confirm contract period shall be reckoned from the date of fax of acceptance/ letter of acceptance.	Confirmed
9.	Confirm acceptance of price reduction schedule for delay in completion schedule specified in bid document.	Confirmed
10.	a) confirm acceptance of all terms and conditions of bid document (all sections). b) confirm that printed terms and conditions of bidder are not applicable.	Confirmed
11.	Confirm your offer is valid for period specified in bds from final/extended due date of opening of techno-commercial bids.	Confirmed
12.	Confirm that scanned copy of the EMD/BID bond has been submitted thru e-tender portal and the original	Confirmed



FORMS & FORMATS



Agreed terms and conditions: following shall be duly filled in and should be returned by the bidder along with each copy of un-priced part of bid /offer. Clauses confirmed hereunder should not be repeated in the bid.

ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

Sl. No.	Description	Bidder's Confirmation
	BG/DD has been sent thru courier [note: submission of original is not applicable for online banking transaction].	
13.	Please furnish EMD/bid security details: (if applicable) A) EMD/ bid security no. & date B) value C) validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with bid data sheet (bds).	Confirmed
15.	Confirm That Annual Reports for The Last Three Financial Years Are Furnished Along with The Un-Priced Bid.	Confirmed
16.	Confirm the none of directors of bidder is a relative of any director of owner or the bidder is a firm in which any director of owner/ BGL or his relative is not a partner.	Confirmed
17.	All correspondence must be in English language only.	Confirmed
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	Confirmed
19.	Confirm that all bank charges associated with bidder's bank shall be borne by bidder.	Confirmed
20.	Confirm 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.	Confirmed
21.	Confirm that no price disclosing files have been attached with unpriced/technical bid. * in case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 21.0 of ITB.	Confirmed
22.	Confirm that any correction in documents submitted in the un-priced part has been initialled and with digital	Confirmed



FORMS & FORMATS



Agreed terms and conditions: following shall be duly filled in and should be returned by the bidder along with each copy of un-priced part of bid /offer. Clauses confirmed hereunder should not be repeated in the bid.

ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

Sl. No.	Description	Bidder's Confirmation
	signatures of the authorized person.	
23.	Please confirm whether you are MSME and if so then you have submitted documentary evidence that you are a micro, small and medium enterprises.	

Bidder confirms that in case of conflicting version of various terms and conditions at different places in his offer, the confirmation furnishes at above shall be dealt as final.

Bidder signature

Name

Designation

Seal



FORMS & FORMATS



Form 1
BIDDER'S GENERAL INFORMATION
(Information must be provided on bidder's letterhead)

1-1 Bidder Name: _____

1-2 Number of Years in Operation (Date of Incorporation) _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN _____

1-4 Operation Address
(If different from above): _____

City _____ District _____

State _____ PIN _____

1-5 Telephone Number: _____
(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____
(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details} _____

1-11 Bank's Name : _____

1-12 Bank's Branch : _____

1-13 Branch Code : _____

1-14 Bank account number : _____



FORMS & FORMATS



1-15 IFSC Code: _____

1-16 MICR Code: _____

1-17 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: _____

1-18 If others, please specify _____

1-19 **Details of Directors/ Proprietors/ Partners** _____

(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.

1-20 PAN No.: _____

1-21 EPF No.: _____

1-22 GST Registration no.
(If registered) _____

1-23 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Bidders have to submit supporting documents for the above details including the following:
 - a. PAN card copy
 - b. GST certificate copy (of the same state as the office address mentioned above)
 - c. Cancelled cheque of the bank account mentioned above



FORMS & FORMATS



Form 2 DEVIATION FORM (On Bidder's letter head)

To,
M/s BHAGYANAGAR GAS LTD.
PARISHRAMA BHAVAN
TSIDC BUILDING, BASHEER BAGH
HYDERABAD

NAME OF WORK: _____

BID DOCUMENT NO. : _____

Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

Sl. No.	Cl. No.	Page No. Tender Document	Deviation	Reason for deviation

Any exceptions/deviations brought out by us elsewhere in our Offer shall not be considered as valid and should be ignored by the Owner / Consultant.

NAME OF BIDDER:.....

SIGNATURE OF BIDDER & SEAL:.....

Note 1: Bidder is advised not to stipulated deviation to Bid Document until & unless it becomes unavailable. Deviation may lead to rejection of bid and stipulation on 'Bid Rejection Criteria' given in 'Instruction to Bidder' of bid document should be read carefully.

Note 2: All Techno-Commercial exceptions/deviations taken by Tenderer to the stipulations of the Tender Document shall be brought out here (and not in the other parts of offer Document or price offer).

Note 3: Even in case of "No Deviation" this format is to be filled in a 'No Deviation' & submitted along with the offer.



FORMS & FORMATS



Not Applicable

Form-3

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref : _____ Date :

To,
Bhagyanagar Gas Ltd.

.....
.....
.....

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref: Tender No. For.....

~~M/s.....having registered office at..... intend to participate in above referred tender of M/s Bhagyanagar Gas Ltd. having registered office at Parisrama Bhawan, Bassherbagh, Hyderabad.~~

~~The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.~~

~~In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copied of all the verified and certified documents.~~

~~(Signature of a person duly authorized to Sign on behalf of the TPIA)~~

~~(Seal of the Company)~~

Name:

Contact No.



FORMS & FORMATS



Form-4
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
FORMAT FOR CHARTERED ACCOUNTANT
(For supply of Goods/Works/Services)

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

ANNUAL TURN OVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year1: 20__ - __	
Year2: 20__ - __	
Year3: 20__ - __	

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year 20__ - __
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation: Seal:

Membership No.

UDIN No.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personal being considered as non-responsive.
3. 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 and Free reserves & Surplus".

(SIGNATURE OF BIDDER WITH SEAL)



FORMS & FORMATS



**Form-5
DECLARATION**
(On Bidder's letter head)

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad- 500 004

Dear Sir(s),

1. We confirm and declare that we are not under any liquidation, court receiver ship or similar proceedings.
2. Further, we confirm and declare that we have not been put on Holiday by BGL/GAIL/HPCL or not have banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted then this fact must be clearly stated.

SEAL AND SIGNATURE OF BIDDER: -----

NAME OF THE BIDDER:-----



FORMS & FORMATS



Form-6 BID FORM (On Bidder's letter head)

Ref. No.

Date:

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad-500 004

Sub: Bid Document no.for.....

Having examined the Bid document the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide supply / works / services in conformity with the terms and conditions of bid document.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank /DD in a sum not less than 10 % total order value (**excluding Taxes & Duties**) for the due Performance of the Contract.

We agree to abide by this bid for a period of 02 (Two) months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

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

Dated Day of 20.....

Signature of Authorized Signatory

Name:

Date:

Designation

Place:

Seal:



FORMS & FORMATS



Form-7

Details of litigation (on Bidder's letter head)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.



FORMS & FORMATS



Form-8

BID SECURITY FORM/ BID BOND PROFORMA / PROFORMA FOR EMD

Ref :
Date:

Bank Guarantee no:

To

Bhagyanagar Gas Limited (BGL)
Parishram Bhavan, TSIDC Building,
Basheer Bagh Hyderabad – 500 004

TENDER NO. _____ FOR WORK OF _____

Whereas..... (hereinafter called "the Bidder") has submitted his bid dated for the work of (hereinafter called "the Bid") against Bid Document No.....
KNOW ALL MEN by these presents that WE (BANK) of having our registered office at (herein after called "the Bank") are bound unto Bhagyanagar Gas Limited (hereinafter called "the OWNER") in the sum of (Refer for which payment will and truly to be made to the said OWNER, the BANK binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said BANK this day of 20....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by the OWNER during the period of bid validity;
 - a) Fails or refuses to execute the Contract, if required: or
 - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder, or
 - c) fails to accept as arithmetical corrections of his bid as per the provision of Instructions to Bidders of bid document.

We undertake to pay to the OWNER up to the above amount upon receipt of its first written demand, without the OWNER having to substantiate its demand, provided that in its demand the OWNER will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including a period of two (2) months after the bid validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)
Name & address of Witness:
Date:



FORMS & FORMATS



Form-9

FORMAT FOR BIDDER'S PRE-BID QUERIES

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad

Subject: Tender No. for

Sl. No.	Reference of Bidding Document				Bidder's Query
	Sec No.	Page No.	Clause No.	Description	

Note: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.



FORMS & FORMATS



FORM -10

BANK MANDATE FORM

- 1 Bidder Name :
- 2 Bidder Code :
- 3 Address of the Bidder :
- 4 Particulars of Bank Account of Bidder :
 - 4a Name of the Bank :
 - 4b Name of the Branch and Address of the Branch :
 - 4c Branch Code :
 - 4d 9-Digit MICR code Number of the Bank & Branch :
(As appearing in the MICR Cheque issued by the Bank) (Please do not give multicity cheque book code Number)
 - 4e Type of Account :
(Savings Bank, Current or Cash Credit)
 - 4f Account Number :
 - 4g RGTS / IFSC Code (11 Digit) :
 - 4h NEFT Code No. :
- 5 E-mail address of the Bidder :
- 6 Contact Person(s) of the Bidder :

I / We declare that the particulars given above are correct and complete and I / We accord our consent for receiving all our payments through Electronics Mechanism
_____ (Signature and designation of the Authorized person(s) of Bidder

Official seal of the Bidder's Place:

Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :

Date :

Signature of the Authorized Official of the Bank Stamp



FORMS & FORMATS



Form-11 DETAILS OF P.F. REGISTRATION

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad- 500 004

Dear Sir(s),

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

PF REGISTRATION NO. :

DISTRICT & STATE:

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....



FORMS & FORMATS



Form - 12

UNDERTAKING ON LETTERHEAD

To,

M/s. Bhagyanagar Gas Limited

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (**Name of Bidder**) is :

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder **M/s** _____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

Place:
Date:

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



FORMS & FORMATS



Form-12-A

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s BHAGYANAGAR GAS LTD.
HYDERABAD

SUB:-----

TENDER NO.....

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (**Name of Bidder**) is:

- (i) not from such a country []]
- (ii) if from such a country, has been registered []]
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s _____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (**Name of Bidder**) fulfils all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



FORMS & FORMATS



Annexure - 1

DECLARATION OF BID SECURITY / EMD (In letter head)

To

BHAGYANAGAR GAS LIMITED

Subject:

Tender No:

Dear Sir

After examining/ reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (**Name of Bidder**) have submitted our offer/ bid no.

We, M/s. _____ (**Name of Bidder**) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/ holiday/ banning list (as per policies of BGL in this regard), if we are in breach of our obligation(s) as per following:

- a. Have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specifies in the form of Bid; or
- b. Having been notified of the acceptance of our Bid by the Bhagyanagar Gas Limited during the period of bid validity:
 - i. Fail or refuse to execute the Contract, if required, or
 - ii. Fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - iii. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- c. Having indulged in corrupt/ fraudulent/ collusive/ coercive practice as per procedure.

Place:

Signature of Authorize Signatory of bidder

Date:

Name:

Destination:

Seal:



FORMS & FORMATS



Annexure - 2

**FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE**
(To be provided on Bank's letter head)

Date:

Bidder's Name: _____

Tender No.: _____

To,

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad-500 004

Dear Sir,

Certified that M/s _____ (Name of the bidder with detailed address) is an existing customer of our Bank whose SB/Current Account No. _____. It is confirmed that against Tender No. _____ dated _____ 2025 for " _____ " (job description as per tender document), 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./ USD _____ (i.e. minimum working capital requirement as per BEC, Commercial Volume)

It is also confirmed that the net worth of the Bank is more than INR 1(one) Billion [Rs.100Crores].

Yours truly,

For

(Authorized Signatory)
Name of the Signatory:
Designation:
Registration No.

Stamp of Bank

Signature of Bidder
Name of Bidder:
Designation:
Seal:



FORMS & FORMATS



Annexure-3

UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

(to be submitted on letter head along with documents for release of payment)

To,

M/s BHAGYANAGAR Gas Limited

SUB:

LOA NO:

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service Provider/ Consultant)
hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []
- (ii) Not Applicable to us []

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above). In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice(s) issued without following this process, such invoice cannot be processed for payment by BGL. as no Input Tax Credit (ITC) is allowed on such invoices. We also confirm that If input tax credit is not available to BGL. for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then BGL. 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, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:



FORMS & FORMATS



Form-13

INTEGRITY PACT

INTRODUCTION:

M/s Bhagyanagar Gas Ltd (BGL) as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact to ensure that all activities and transactions between the Company (BGL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

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 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 BGL 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 BGL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass BGL's confidential information to any third party unless specifically authorized by BGL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Vigilance Authorities of BGL:
 - 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 BGL associate.
- f) The Counterparty shall not make any false or misleading allegations against BGL or its associates.



FORMS & FORMATS



II. VIOLATIONS & CONSEQUENCES:

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



FORMS & FORMATS



ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between M/s Bhagyanagar Gas Limited (BGL) (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.

Section 1 – Commitments of the Principal

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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



FORMS & FORMATS



- 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 Anticorruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

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

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



FORMS & FORMATS



Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

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

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

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

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

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

Section 8 –Deleted

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.



FORMS & FORMATS



Section 10 – Miscellaneous provisions

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

(Name & Designation)

(Name & Designation)

For the Principal

For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

Note:

Please ensure complete name of bidder's organization is filled at Page 1 and witnesses' name with due signature are done prior to submitting with offer.



FORMS & FORMATS



Form-14

INDEMNITY BOND WHEREAS M/s Bhagyanagar Gas Ltd (hereinafter referred to as “BGL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Parisrama Bhavan, TSIDC Building, Basheer Bagh, Hyderabad – 500 004 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. BGL has also advised the Contractor to execute an Indemnity Bond in general in favour of BGL indemnifying BGL and its employees and 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 BGL for above works. NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BGL 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 BGL under or in relation to this contract. The Contractor undertakes to compensate and pay to BGL and/or any of its employees, Directors forth with on demand without any protest the amount claimed by BGL for itself and for and on behalf of its employees, 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 BGL that: (i) This Indemnity shall remain valid and irrevocable for all claims of BGL and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which BGL and/or its employees and 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 BGL are settled by the Contractor and/or BGL 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



FORMS & FORMATS



Form-15

FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT

Project Name: ----- Pipeline Project

Date: DD.MM.YYYY

To whom-so-ever it may concern

This is to certify that M/s. (Bidder's Name), having their registered office at (Bidder's Address), is the owner of the equipment mentioned below (or in the attachment) as per our inspection of records / books of accounts / documents of M/s. (Bidder's Name) on (Date).

S. No.	Equipment	Make / model	Capacity	Qty.	Year of Manufacture	Present Location of Equipment

Further, these equipment will be deployed for (Project Name) in case M/s. (Bidder's Name) is awarded with the job.

Place -----

Date -----

(Signature of Chartered Accountant)

Membership No. of CA-----

Firm Registration No.-----

Note: The above certificate shall be issued in the letter head of Chartered Accountant.



FORMS & FORMATS



Form-16

FORMAT FOR CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT

Project Name: ----- Pipeline Project

Date: DD.MM.YYYY

To whom-so-ever it may concern

During our visit to various storage yards and project sites of M/s. (Bidder's Name), from (Date) to (Date), we have inspected the condition of equipment mentioned below (or in attachment). We certify that the below mentioned equipment are in good health and working condition presently. Further, these equipment are fit be deployed in Project Name.

S. No.	Equipment	Make / model	Capacity	Qty.	Year of Manufacture	Present Location of Equipment

Place -----

Date -----

(Signature of Chartered Engineer)

Membership No. of -----

Firm Registration No.-----

Note: The above certificate shall be issued in the letter head of Chartered Engineer.



FORMS & FORMATS



TECHNO-COMMERCIAL INFORMATION

Wherever remarks are required, bidders are advised to ensure that sufficient information has been provided and remarks such as “attached”, “enclosed”, “submitted” or other such terms alone should be avoided.

Bidder Organization Name		
Sr. No.	Requirement	Response
General Information		
1	Date of incorporation of company	
2	Company Address(es) in India	
3	No. of years in business	
4	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
5	Details of Directors / Proprietors / Partners	
6	Phone no. of contact person	
7	Email ID of contact person	
8	GST registration number	
Technical BEC		
	As per clause no. 8.1 of IFB	Agree
Details in support of Technical BEC		
	As per clause no. 8.3 of IFB	
Financial BEC		
1	Bidder's turnover for preceding financial year (INR).	
2	Bidder's turnover for second to last preceding financial year (mention in INR).	
3	Bidder's turnover for third to last preceding financial year (mention in INR)	
4	Bidder's net worth for preceding financial year (mention in INR). Should be positive.	



FORMS & FORMATS



5	Bidder's working capital for preceding financial year (mention in INR).	
Commercial Terms and Conditions		
1	Bidder accepts to keep the bid valid for a period of 90 days from the date of opening of techno-commercial bid	Agree
2	Details of EMD submitted against the tender (Ref. no. and date of DD/BG/Banker's Cheque/ Online transaction, or MSE's certificate details along with Annexure-1 in case of exemption)
3	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
4	Price quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
5	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
6	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
7	Bidder accepts the contractual validity period as per tender	Agree
8	Bidder accepts the terms of payment as per tender	Agree
9	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
10	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
11	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
12	Bidder accepts all statutory compliances against tender	Agree
13	Bidder has read and accepts the tender document in toto	Agree
14	Any deviation from the tender document sought by the bidder is listed separately in Form- 2 only	Agree
15	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

NOTE: Bidder have to submit the unpriced SOR marked "Quoted/ Unquoted" provided in the tender documents along with bid.



FORMS & FORMATS



DOCUMENTS TO BE CHECKED AGAINST BEC

Criteria	Verification Document
Technical BEC	
As per clause no. 8.1 of IFB	As per clause no. 8.3 IFB
Financial BEC	
As per clause no. 8.2 of IFB	As per clause no. 8.3 IFB



FORMS & FORMATS



DOCUMENTS TO BE UPLOADED ON e-Tender PORTAL

Sr. No.	Document Header Name	Document Description
1.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
2.	Form 1 General Info with Supporting Docs	Bidder's General Information as per appended format along with PAN card copy, GST registration certificate and copy of cancelled cheque in support.
3.	Form 2 Deviation Form	Deviation Form as per appended format
4.	Form 3	Format for Undertaking from TPIA (Not Applicable)
5.	Form 4 Annual Turnover for last 3 year & Financial Data for last Financial Year	Certificate for financial capability of the bidder Format for chartered accountant
6.	Annxure-2	Format For Certificate From Bank If Bidder's Working Capital Is Inadequate.
7.	Form 5	Bidder to confirm (declare) that bidder is not been put on Holiday by BGL/GAIL/HPCL or not banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking.
8.	Form 6	Bid Form
9.	Form 7	Details of litigation if any
10.	Form 8	Bid Bond Proforma / Proforma for EMD
11.	Form 10	Bank Mandate Form
12.	Form 11	Detail of PF Registration
13.	Form 12	Undertaking on Letterhead Regarding Bidder Sharing Border With India
14.	Form 12-A	CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING
15.	Form 13	Integrity Pact, if applicable
16.	Form 14	Indemnity Bond
17.	Form 15	FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT
18.	Form 16	FORMAT FOR CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT
19.	Audited Annual Financial Statements	Annual audited reports complete in all respect of last three financial years in support of Form 5



SCHEDULE OF RATES (SOR)



SECTION - VI

SCHEDULE OF RATES (SOR) Attached Separately



SECTION - VII
OTHER FORMS APPLICABLE AFTER AWARD



**PROFORMA OF BANK GUARANTEE
FOR CONTRACT PERFORMANCE GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

Ref:

Bank Guarantee No.....
Date.....

To

Bhagyanagar Gas Limited
Parisrama Bhavan
TSIDC Building, Basheer Bagh
Hyderabad 500 004

Dear Sirs,

M/s..... having registered office at (hereinafter called the "CONTRACTOR" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of..... for Bhagyanagar Gas Limited, Hyderabad.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs..... (Rupees only) as Initial/full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify Bhagyanagar Gas Limited (hereinafter called "OWNER" which expression shall wherever the context so require, include its successors and assignees) in case of default.

The said has approached the BANK (hereinafter called "BANK", which expression shall wherever the context so require include its successors and assignees) 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 and unconditional guarantee with you that if default shall be made by M/s. in performing any of the terms and conditions of the Contract or in payment of any money payable to Bhagyanagar Gas Limited. We shall on first demand without demur, reservation, contest, recourse or protest and/or without reference to the CONTRACTOR pay to OWNER in such manner as OWNER may direct the said amount of Rupees..... only or such portion thereof not exceeding the said sum as OWNER may from time to time require.
2. OWNER will have the full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the contract with the said CONTRACTOR and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the said CONTRACTOR and such postponement or 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 only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever 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 change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto..... (This date should be 90 (Ninety) days after the expiry of defect liability period / guarantee/ warantee) in accordance with the terms of contract which period is deemed to complete on..... The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the CONTRACTOR is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER.

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... on whose behalf this guarantee is issued.

6. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and not withstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR's liabilities.

7. The amount under Bank Guarantee is payable forthwith without any delay by bank upon the written demand raised by M/s. BGL. Any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Hyderabad Courts.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the 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 Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____ .

We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon written claim or demand on or before -----."(1 month beyond expiry date.)

9. We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated _____ accorded to him by the bank.



Yours faithfully,
(Signature of a person duly
authorised to sign on behalf
of the Bank)

Place:

WITNESS:

1..... (Signature)

..... (Printed Name)

2..... (Designation)

..... (Common Seal)

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Hyderabad.
2. The bank guarantee by bidders will be given from bank as specified in tender.
3. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer.
- 4 Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
5. If a bank guarantee is issued by a commercial bank, then a letter to Owner confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.
- 3 Bidder can submit CPBG on line through issuing bank to Bhagyanagar Gas Limited 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 Bhayanagar Gas Limited.



PROFORMA FOR CONTRACT AGREEMENT

LOA/WO No. BGL /

date_____

Contract Agreement for the work of ----- of BHAGYANAGAR GAS LIMITED. 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 BHAGYANAGAR GAS LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS: -

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be



reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

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

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

Signed and Delivered for and on
on behalf of EMPLOYER.
BHAGYANAGAR GAS LIMITED

Date : _____

Place: _____

Signed and Delivered for and
on behalf of the CONTRACTORS.
(NAME OF THE CONTRACTOR)

Date : _____

Place: _____



Bhagyanagar Gas Limited

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____
