



## **GAIL GAS LTD**

(A wholly owned subsidiary of GAIL (India) Limited)

### **CNG AND CITY GAS DISTRIBUTION PROJECT**

#### **BID DOCUMENT FOR LCV HIRING VOLUME – I OF II (COMMERCIAL)**

**(BID DOCUMENT NO: 110290/WGI/GAIL GAS/16-R3)**

**LIMITED DOMESTIC COMPETITIVE BIDDING**

**ISSUED DATE: 01.10.2010**



**DELIVERS. EVOLVES.**

WHOLE LIFE SOLUTIONS FOR PIPELINE AND SUBSEA SYSTEMS

**ISSUED BY**



**ACKNOWLEDGEMENT CUM CONSENT LETTER**

(On Receipt of tender document / information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reasons for non participation against the enquiry / tender through e-mail / fax to concerned executive in Wood Group Engineering India Pvt.Ltd. issued the tender, by filling up the format)

To

Head (C&P)  
Wood Group Engineering India Pvt.Ltd  
18, Incube Business Centre  
Nehru Place – 110019  
Ph # 011- 4160 8770 / 8384

Email: [ramesh.chand@woodgroupindia.com](mailto:ramesh.chand@woodgroupindia.com)  
Fax: 011 – 4654 2419

**SUB: TENDER NO. 110290/WGI/GAIL GAS/16-R3 DATED 01.10.2010 FOR HIRING OF LCV**

Dear Sir,

We here by acknowledge receipt of a complete set of bidding document along with enclosures for subject item / job and/or the information regarding the subject tender.

We intend to bid as requested for the subject item / job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :

Telephone Number :  
Fax Number :  
Contact Person :  
E-Mail Address :  
Mobile No :  
Date :  
Seal / Stamp :

We are unable to bid for the reason given below:

**Reason for Non Submission of Bid:**

Agency Name :  
Signature :  
Name :  
Designation :  
Date :  
Seal / Stamp :

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

Client : GAIL GAS LIMITED  
Project : CNG AND CITY GAS DISTRIBUTION PROJECT  
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 16 - R3  
Item : FOR HIRING OF LCV  
Due Date& Time : \_\_\_\_\_  
From: \_\_\_\_\_ To: \_\_\_\_\_

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India <b>Ph # 011 – 4160 8770 / 8384</b>
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(To be pasted on the envelope containing **TECHNO-COMMERCIAL UN-PRICE BID**) (PART-I)

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

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Project : CNG AND CITY GAS DISTRIBUTION PROJECT  
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 16 – R3  
Item : FOR HIRING OF LCV  
Due Date& Time : \_\_\_\_\_  
From: \_\_\_\_\_ To: \_\_\_\_\_

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India <b>Ph # 011 – 4160 8770 / 8384</b>
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(To be pasted on the outer envelope containing **PRICE BID**) (PART II)

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

Client : GAIL GAS LIMITED  
Project : CNG AND CITY GAS DISTRIBUTION PROJECT  
BID DOCUMENT No. : 110290 / WGI / GAIL GAS / 16 – R3  
Item : FOR HIRING OF LCV  
Due Date& Time : \_\_\_\_\_

From:

To:

	The Head (C&P) Woodgroup Engineering India Pvt. Ltd 4th Level, 18 Incube Business Centre Nehru Place New Delhi – 110019, India <b>Ph # 011 – 4160 8770 / 8384</b>
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**(To be pasted on the physical envelope containing Original **BID SECURITY**) (PART III)**



**CNG AND CITY GAS DISTRIBUTION PROJECT**  
**LCV HIRING**  
**I N D E X**



<b>S.No.</b>	<b>Section</b>	<b>Particulars</b>	<b>Pages Nos.</b>
1.	Section – I	Invitation for Bid (IFB)	1-9
2.	Section – II	Instructions to Bidders (ITB)	1-17
3.	SECTION – III	General Condition of Contract – Goods - (GCC – Goods)	1-74
4.	SECTION – IV	Special Condition Of Contract	1-3
5.	Attachment – I	Forms and Format	1-20
6.	Attachment – II	Performance Evaluation	1-11
8.	SOR	Schedule of rates Indian Bidder	1-2
9.		Vol II of II Technical	



CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



**SECTION I**  
**INVITATION FOR BID (IFB)**

**INVITATION FOR BIDS (IFB)**

M/s GAIL GAS Limited, New Delhi, invites bids on Limited Domestic Competitive Bidding basis for Hiring of LCV for CNG and City Gas Distribution Project from competent contractors meeting the Bid Evaluation Criteria as detailed in Annexure – 1 to IFB.

**1.0 BRIEF PROJECT DETAILS**

1.1 M/s GAIL GAS Limited a subsidiary of Gail India Ltd is in the process supply PNG / CNG to cities like Meerut, Kota, Sonipat and Dewas. For this purpose steel pipe network is being laid in the above cities along with CNG stations at selected locations of these cities. These network also have metering facilities for supplying gas various commercial and domestic consumers.

For the above pipeline system, it is proposed to hire LCV as per following details:

**1.2 SALIENT FEATURES OF BID DOCUMENT:**

1.2.1	Type of Enquiry	Limited Domestic Competitive Bidding
1.2.2	Bid Document No	<b>110290/WGI/GAIL GAS/16-R3</b> (To be referred in all future correspondence)
1.2.3	Mobilisation Period and Contract period	With in 15 days (One) 1 years from the date of FOI and extendable for another 6 months.
1.2.4	Bid Document on Website	01.10.2010
1.2.5	Pre-Bid Meeting Date and Venue	NOT APPLICABLE
1.2.6	Last date and time for submission of bid	Upto 01.11.2010 at 14:00 Hrs
1.2.7	Date and time of opening of Un-priced Bids at WGI office, New Delhi	On 01.11.2010 at 14:30 Hrs
1.2.8	Bid Document Fee (Non refundable)	NOT APPLICABLE
1.2.9	Contact Person	Mr. Ramesh Chand, Head (C&P) Phone: 00 91 11 4160- 8770 / 8384 Fax No.: 00 91 11 4654–2419 E-mail: <a href="mailto:ramesh.chand@woodgroupindia.com">ramesh.chand@woodgroupindia.com</a>

(If the dates of pre bid meeting or/and unpriced bid opening identified as above happen to be a declared holiday in GAIL GAS / WGI, New Delhi, then the next working day shall be considered).

Bids to be submitted in Wood Group Engineering India Pvt.Ltd. (WGI) Office before due date and time. We have enclosed Price Schedule Formats as an excel attachment in Bid Document. Bidders are requested to down load the same and quote their prices strictly as per the format without altering the content of it.

**2.0 PRE-BID MEETING**

- 2.1 Pre-bid Meeting shall be held at GAIL GAS Limited, 2nd Floor, HHEC Building, A-2 Sector-2 Noida - 201301. Bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bid Document and Scope of Supply / Work can be addressed during the meeting.
- 2.2 The bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach WGI / GAIL GAS at least four (04) days before the pre-bid meeting. The clarifications shall be provided during the pre-bid meeting.
- 2.3 Non-attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.

**3.0 BRIEF SCOPE OF WORK**

Refer SCC – Works (Special conditions of contract)

**4.0 EMD / BID SECURITY**

City Name	EMD / BID SECURITY
Sonipat	1,14,000.00
Kota	36,000.00

**Note:** If bidder quotes for more than 1 (one) city, the requirement of EMD / Bid Security shall be on cumulative basis, for the quoted cities.

**5.0 ZERO DEVIATION BIDS**

- 5.1 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

**6.0 GENERAL**

- 6.1 Deleted

- 6.2 Bidder can download the Bid Document from WGI's website <http://www.woodgroupindia.com/ggl/tender.htm> or GAIL GAS's website <http://www.gailtenders.in/home.asp>. However, bidders have to submit their bids only through physical form.

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

Any bidder who meets the bid evaluation criteria (BEC) as mentioned in bid document and wishes to quote against this tender may download the bidding document and submit the bid complete in all respect as per terms & condition on or before the bid due date.

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



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- 6.3 Deleted
- 6.4 GAIL GAS / WGI reserve the right to carry out capability assessment of the bidder including referral to in-house information.
- 6.5 GAIL GAS / WGI will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 6.6 Bids received after stipulated last date and time, due to any reasons what -so-ever, including postal delays, will not be considered.
- 6.7 GAIL GAS / WGI will follow purchase preference policies as per prevailing guidelines of Government of India.
- 6.8 Bidder should not be under liquidation, court receivership or similar proceedings.
- 6.9 Bidder should not be black listed with any PSU and should not be on holiday list of GAIL GAS.
- 6.10 Documents / Bids sent through Fax / E-mail / Computer floppy/CD/DVD shall not be accepted.
- 6.11 GAIL GAS / WGI reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 6.12 This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

For & On Behalf of GAIL GAS Limited

Head (C & P)  
**Wood Group Engineering India Pvt.Ltd.**  
18 Incube Business Centre, Level - 4  
Nehru Place  
New Delhi – 110019  
Phone: 00- 91-11- 4160-8770 / 8384  
Fax: 00 - 91-11-4654-2419

**ANNEXURE – 1 TO IFB**

**BID EVALUATION CRITERIA**

**2.2.1 TECHNICAL CRITERIA**

- 2.2.1.1 Bidder should have minimum 03 years experience as on bid due date in transportation of material/goods.
- 2.2.1.2 The bidder must own at least 1 nos. LCV vehicles registered in the name of the company or the proprietor / Partner /Director on the date of submission of bid and used presently in transportation of material / goods with valid registration certificates.

**2.2.2 FINANCIAL CRITERIA**

**2.2.2.1 TURNOVER**

The minimum annual turnover of the Bidder should as per their audited financial results during any one of the three preceding financial years i.e. 2006-07, 2007-08 and 2008-09 should be as below:

CITY NAME	MINIMUM ANNUAL TURNOVER IN LACS
SONIPAT	28.45
KOTA	8.90

- 2.2.2.2 Net worth of the Bidder should be positive as per the last audited financial statement of financial year 2008-09.
- 2.2.2.3 The minimum working capital of the Bidder as per the last audited financial year i.e. 2008-09 should be as below:

CITY NAME	MINIMUM WORKING CAPITAL IN LACS
SONIPAT	5.70
KOTA	1.80

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank, having net worth not less than Rs.100 Crores / US\$ 20.8 million, confirming the availability of the line of credit at least for working capital requirement as mentioned above.

**Note:-** If the bidder quotes for more than 1(one) city, the requirement of Annual Turnover and working capital shall be on cumulative basis, for the quoted cities.

- 2.3 Bidder shall meet the technical criteria as stated above. Bidder shall furnish following documents along with the Bid, to justify meeting the stipulated qualification criteria :

- Reference list of previous similar job.
- Copies of Detailed Work order.
- Audited Annual reports including Balance Sheets and Profit & Loss account statement ( FY 2006-07, FY 2007-08 and FY 2008-09)

In the absence of requisite documents, GAIL GAS reserves the right to reject the bid without making any reference to the bidder. Owner reserves the right to get direct feedback from user on satisfactory operation.



CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL

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**SECTION II**  
**INSTRUCTION TO BIDDERS (ITB)**

**SCOPE OF WORK :**

Transport services are required for transporting of CNG cascades from “Mother / Online Stations” to “Daughter Booster Stations”. The number of LCV required shall be 5 nos (3 for Sonipat + 2 Nos Kota). However, the LESSOR can increase the number of LCV as per his requirement. The carrying payload capacity of LCV shall be about 6.0 tons. CNG cascades mounted on Light Commercial Vehicles (LCVs) shall be filled from Mother Station for transporting to consumers.

The vehicles offered by the contractor should be of model not earlier than three years as on bid due date. The vehicles should be in absolute working conditions, duly registered with R.T.O. taxes paid and obtaining permit from Statutory Authorities like CCOE etc. The vehicles should have valid permit.

**1. GENERAL DEFINITIONS:**

- (a) “**LCV**” means Light Commercial Vehicle
- (b) “**DRIVER**” means a person in the pay-roll of the contractor provided on the hired LCV and is in possession of valid professional driving license not less than 3 years old duly authorized to drive the LCV by the Regional Transport Authority.
- (c) “**MONTH**” a completed calendar month of the year.
- (d) “**DAY**” means day starting from 00.00 hours to 24.00 hours.
- (e) “**HOURS**” means an hour of 60 minutes. For the purpose of hire charges and liquidated damage charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated full one hour.
- (f) “**DISTANCE**” means the distance by the shortest approachable unless otherwise specified.
- (g) (i) “**NORMAL DUTY HOURS**” means 24 hours duty.  
(ii) For round the clock duty vehicles, means 24 hours (It is not applicable for 12 Hrs. duty).
- (h) For round the clock (24 Hrs.) duty vehicles, overtime is not applicable.
- (i) **LESSOR – GAIL GAS Ltd.**
- (j) “**SUITABLE SUBSTITUTE**” means vehicle of same make model. In case the contractor fails to arrange the same, he can temporarily provide a suitable vehicle of the same make or ANY OTHER MAKE OF HIGHER VERSION in good working condition as a substitute, subject to the acceptance by the Engineer-In-Charge or authorized representative of GAIL GAS Ltd.

**3. ELIGIBLE BIDDERS:**

- 3.1 Documents Establishing Bidder’s Qualification.
  - 3.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
  - 3.1.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting Bid Evaluation Criteria.
  - 3.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the contract if his bid is accepted.
  - 3.1.4 The documentary evidence of the bidder’s qualifications to perform the contract if his bid is accepted, shall establish to the OWNER’S / CONSULTANT’S satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
- 3.2 The invitation of bid is open to any bidder.
- 3.3 A bidder shall not be affiliated with a firm or entity:
  - (i.) that has provided consulting services related to the work to the EMPLOYER during the preparatory stages of the works or of the project of which the works form a part, or

(ii.) that has been hired by the Employer as engineer / consultant for the contract.

3.4 The bidder shall not be under a declaration of ineligibility by EMPLOYER for corrupt or fraudulent practices as defined in ITB Clause no. 39.

3.5 The bidder is not put on holiday by GAIL GAS or black listed by any Government Department / Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.

3.6 The job executed by a bidder for its own concern cannot be considered as experience for Bid Evaluation criteria.

#### **4 ONE BID PER BIDDER**

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

4.2 Alternative bids are not acceptable.

#### **5 COST OF BIDDING**

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

#### **6 SITE VISIT**

The bidder is advised, if required to visit the site & obtain information to prepare the bid. The cost of visiting of the site shall be at bidders own expense.

### **BIDDING DOCUMENTS**

#### **7 CONTENT OF BIDDING DOCUMENT**

7.1 The Bid Documents hosted on GAIL GAS and WGI Websites are as stated below and should be read in conjunction with any addenda issued / hosted in accordance with Clause 9 of ITB.

**Volume I of II: Commercial**

**Volume II of II: Technical**

7.2 The bidder is expected to examine IFB, all instructions, Forms / Formats, terms, specifications etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

#### **8 CLARIFICATION ON BID DOCUMENTS**

8.1 A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail / fax / post at Consultant's mailing address indicated in the Bid Document (Wood Group Engineering India Pvt.Ltd., Level-4, 18-Incube Business Centre, Nehru Place, New Delhi - 110019, India. Fax No. + 91 11 4654-2419). All question / queries should be referred to Consultant at least 04 (four) days before scheduled date of pre-bid meeting.

## 9 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the Employer / Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents. The addendum will be hosted on the GAIL GAS websites <http://www.gailtenders.in/home.asp> and WGI website <http://www.woodgroupindia.com/ggl/tender.htm>. All the prospective bidders who have shown interest vide attending Pre-tender / Pre Bid Meeting shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued / web hosted, before submitting the bid.
- 9.3 The Employer / Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

### PREPARATION OF BIDS

## 10 LANGUAGE OF BID

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

## 11 DOCUMENTS COMPRISING THE BID

- 11.1 The bid prepared by the bidder shall comprise the following and the below documents must be submitted before due date and time.
- 11.2 **Envelope- I: Techno-Commercial Un-price Bid (PART-I) in "Original" and 02 (two) copies**
- 11.2.1 Part – I: Techno-commercial/Un-price Bid shall contain the following documents duly signed on each page. .
- Covering letter bearing ref. No. & date.
  - Bidder's General Details / information as per format F-1.
  - Power of Attorney in original form in favour of person (s) signing the bid that such person (s) is / are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
  - Bid Form as per format F-2.
  - List of enclosures as per Format F-3, Annual Turnover (F-3A), Financial Situation (F-3B).
  - Price Schedule with prices blanked out mentioning "Quoted / Not Quoted" against each item along with other details like rate of taxes and duties etc. considered.
  - Bid Security / EMD in accordance with Clause 14 of "ITB" shall be furnished either in the form of Banker's Cheque/Bank Draft payable to "GAIL GAS Limited" at Noida or Bank Guarantee as per format F-4.
  - Letter of authority in original form in favour of any one of bidder's executive having authority to attend the un-priced and price bid opening on specified dates and venue as per format F - 5

- i. Confirmation of No Deviation as per Format F-6.
- j. Certificate as per Format F-7 for confirming the Government of India is not party of Agreement.
- k. Details of similar work done made during past five years as per Form F-8.
- l. All necessary documents to establish the qualification pursuant to Bid Evaluation criteria (Technical and Financial) mentioned in Annexure – 1 of IFB.
- m. Checklist duly filled in as per Format F-10.
- n. Declaration as per Format F - 11
- o. Any other information/ details required as per Bidding Documents.

Note: All pages of the bid are to be signed and sealed by authorised person of the bidder.

**11.3 Envelope II: “Price Bid – Not to Open with Techno – Commercial Un priced Bid”- (PART-II)**

11.3.1 Part – II: Price Bid

11.3.1.1 Part – II shall contain original Schedule of Prices duly filled in and signed on each page.

**11.4 Envelope III: “Bid Security / EMD”- PART-III.**

11.4.1 Part-III: Bid Security / EMD.

11.4.1.1 Part-III shall contain one original and two (02) copies of Bid Security / EMD in separate sealed envelope.

**12. BID CURRENCY**

12.1 In Indian Rupees only.

**13 PERIOD OF VALIDITY OF BIDS**

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

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer / Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

**14 BID SECURITY**

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

14.2 The bid security is required to protect the Employer against the risk of bidder’s conduct which would warrant the bid security’s forfeiture, pursuant to clause 14.7 of ITB.

14.3 The Bid Security in Indian Rupees shall be in the form of Demand Draft / Banker’s Cheque in favour of “GAIL GAS Ltd”, payable at Noida (issued by Indian Nationalised / Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of GAIL GAS Ltd. as per format enclosed at F-4.

GAIL GAS shall not be liable to pay any bank charges, commission or interest on the amount of bid security. In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank in case of Indian Bidder and from any Reputed International Bank or Indian Scheduled Bank in case of foreign

bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs.100 Crores (equivalent in US\$) and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 13 of ITB.

- 14.4 Any bid not secured in accordance with clause 14.1 and 14.3 shall be rejected by GAIL GAS as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by GAIL GAS pursuant to Clause 13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to Clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to Clause 38 of ITB.
- 14.7 The bid security may be forfeited:
- 14.7.1 If a bidder withdraws its bid during the period of Bid validity.
- 14.7.2 In case of a successful bidder, if the bidder fails:
- i) to accept the award in accordance with Clause 34 of ITB. OR
  - ii) to accept the arithmetic corrections pursuant to Clause 29 of ITB. AND/OR
  - iii) to furnish the performance guarantee in accordance with Clause 38 of ITB .
- 14.8 Bid security should be in favour of GAIL GAS Ltd, Noida and addressed to GAIL GAS Ltd. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at Attachment I.
- 14.9 For Indian Bidders: Central Public Sector Undertakings of Government of India and Small Scale Industries units registered with NSIC, under its single point registration scheme, shall be exempted from submission Bid Security, provided they are **registered for the items they intend to quote** and subject to their enclosing with their bid a copy of latest and current registration certificate.

## **15 PRE-BID MEETING**

- 15.1 The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at GAIL GAS LTD., 2<sup>nd</sup> Floor, HHEC Building, A-2, Sector-2, Noida – 201301, UP, India.
- 15.2 The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.
- 15.3 The bidder is requested, as far as possible, to submit any queries by courier or by fax to reach Employer / Consultant's office not later than 4 days before the meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.
- 15.4 The text of the queries raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay (without identifying the sources of the questions) to all the Bidders who have downloaded the bid document and have confirmed their intention to bid for the bidding documents .Any modifications of the bidding documents listed in clause 7.1 of ITB that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to 9 of ITB and not through the minutes of the pre-bid meeting



- 15.5 Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.
- 16 FORMAT AND SIGNING OF BID**
- 16.1 The person shall sign the bid or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 16.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.
- 17 ZERO DEVIATION:**
- 17.1 Bidder to note that this is a **ZERO Deviation** Bidding Document. Employer / Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC – Goods, SCC - Goods, ITB, Scope of Work / Supply, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid.
- 17.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder:
- 17.2.1 Firm prices
  - 17.2.2 Earnest money deposit (EMD) / Bid Security
  - 17.2.3 Scope of work / Supply
  - 17.2.4 Specifications
  - 17.2.5 Price schedule
  - 17.2.6 Delivery / Completion Schedule.
  - 17.2.7 Period of validity of bid
  - 17.2.8 Price Reduction Schedule (PRS).
  - 17.2.9 Performance Bank Guarantee (PBG) / Security Deposit.
  - 17.2.10 Guarantee
  - 17.2.11 Arbitration / Resolution of dispute
  - 17.2.12 Force Majeure.
  - 17.2.13 Applicable laws
  - 17.2.14 Payment Terms
  - 17.2.15 Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 18 DELETED**
- 19 DELETED**

#### **SUBMISSION OF BIDS**

- 20 MARKING OF BIDS**
- 20.1 Bid shall be submitted in the following manner as follows:
- Part-I - Techno-commercial / un-priced bid
  - Part-II - Priced Bid
  - Part-III - Original Bid Security

- 20.2 **Techno Commercial Un-priced Bid: (Part I)** Techno-commercial Un-priced Bid shall be submitted in for HIRING OF LCV for “CNG and City Gas Distribution Project” “Original” and “(2) two Copies”.
- 20.3 **Price Bid: (Part II)** Price Bid shall be submitted for HIRING OF LCV for “CNG and City Gas Distribution Project”. “Not to Open along with Techno Commercial Un-Priced Bid”.
- 20.4 **Bid Security / EMD: (Part III):** Original bid security /EMD and Two (02) copies of the same shall be sealed in envelope “Bid Security / EMD for HIRING OF LCV for “CNG and City Gas Distribution Project” “Original” and “(2) two Copies”.
- 20.5 All envelopes containing the documents in physical form required to be submitted by the bidder shall have bid Document number and shall be addressed to Head (C&P) at address mentioned as below.

**Head (C & P)**  
**Wood Group Engineering India Pvt.Ltd.**  
**18 Incube Business Centre, Level - 4**  
**Nehru Place**  
**New Delhi – 110019**  
**Phone: 00- 91-11- 4160-8770 / 8384**  
**Fax: 00 - 91-11-4654-2419**

- 20.6 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.
- 20.7 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

## **21 DEADLINE FOR SUBMISSION OF BID**

- 21.1 The Bid containing Part – I,II & III must be received by the Employer at the address as specified in Clause 20 above no later than the time and date as specified in clause 1.2.6 of IFB.
- 21.2 The Employer / Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have submitted tender fee / shown interest vide attending pre tender / pre – bid meeting extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

## **22 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE**

- 22.1 WGI / GAIL GAS shall close immediately receiving of bids after the deadline for submission of bid prescribed by the Consultant pursuant to Clause 21 of ITB.
- 22.2 Unsolicited bids or bids being submitted in CD/DVD/Email/FAX/Pen Drive form/to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

## **23 MODIFICATION AND WITHDRAWAL OF BIDS**

- 23.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, provided that written notice for modification / withdrawal is received, before the due date of submission of bid.
- 23.2 Modification shall be prepared, sealed and marked in accordance to the provision of clause 20 clearly marked by Modification / Clarification.
- 23.3 No bid shall be modified after the deadline for submission of bid.

- 23.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to Clause 14.7 of ITB.

#### **BID OPENING AND EVALUATION**

#### **24 BID OPENING**

- 24.1 Un-Priced Techno – Commercial bid opening:
- 24.2 The Employer / Consultant will open, in the presence of bidders' designated representatives, Envelope Part-III first and after establishing the bidders' fulfilment as per Part – III, then the unpriced bid Part-I will be opened, at date, time & venue as stipulated in IFB. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 24.3 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

#### **25 PROCESS TO BE CONFIDENTIAL**

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

#### **26 CONTACTING THE EMPLOYER / CONSULTANT**

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

#### **27 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 27.1 Techno-Commercial Bid Evaluation.
- 27.2 The Employer / Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 27.3 Prior to the detailed evaluation, the Employer / Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 27.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened and returned un-opened to such bidder(s).
- 27.5 The Employer / Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer / Consultant, and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 27.6 The Employer / Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer / Consultant will examine and compare the technical aspects of

the bids on the basis of the information supplied by the bidders, taking into account the following factors:

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

- 27.7 Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.
- 27.8 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 27.9 In case, the information / document furnished by the vendor/ contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract. GAIL GAS shall have full right to terminate the contract and get the remaining job execute at the risk & cost of such vendor / contractor without any prejudice to the other rights available to GAIL GAS under the contract such as forfeiture of CPBG/ Security Deposit, without holding of payment etc.
- 27.10 In case this issue of submission of false document comes to the notice after execution of work, GAIL GAS shall have full right to forfeit any amount due to the vendor / contractor along with forfeiture of CPBG/ Security Deposit furnished by the vendor / contractor.
- 27.11 Further, such bidder / vendor / contractor shall be put on Blacklist / Holiday List of GAIL GAS debarring them from future business with GAIL.GAS

## **28 PRICE BID OPENING**

- 28.1 The Employer / Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 28.2 The Employer / Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 28.3 The bidder's name, prices, and such other details as the Employer / Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

## **29 ARITHMETIC CORRECTIONS**

- 29.1 The bids will be checked for any arithmetic errors as follows.
- 29.2 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- 29.3 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.
- 29.4 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

- 30 DELETED**
- 31 EVALUATIONS AND COMPARISON OF BIDS**
- 31.1 Bidders are advised to quote their rates City Wise as per SOR. Comparison of bids and Ordering on L 1 bidder shall be done city-wise.
- 31.1.1 To enable the owner to avail CENVAT Credit, the supplier shall furnish to owner all certificates and documents including CENVATable invoice as may be required by the owner to avail the CENVAT credit with respect to service tax as mentioned by the bidder in their bid.
- 31.1.2 Bids not conforming to Bid Evaluation criteria and technical specifications / requirements shall be rejected.
- 31.2 Purchase preference to central government, Public Sector undertaking (PSU) shall be allowed as per Government Instructions in Vogue.
- 32. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER**
- 32.1 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.
- 32.2 DOMESTIC PREFERENCE – Deleted**
- 33. DEEMED EXPORT BENEFIT**
- 33.1** Deemed export benefits are not applicable and Indian Bidder should furnish prices without considering these benefits.
- AWARD OF CONTRACT**
- 34. AWARD OF WORK.**
- 34.1 The employer / Consultant will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.
- 35. DELETED**
- 36. EMPLOYER / CONSULTANT’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID**
- 36.1 The Employer / Consultant reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Employer / Consultant’s action.
- 37. NOTIFICATION OF AWARD**
- 37.1 Prior to the expiration of period of bid validity GAIL GAS will notify the successful bidder in writing by fax / e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.
- 37.2 The Delivery / Completion period shall commence from the date of notification of award / Fax of Intent (FOI).
- 37.3 Award of Contractor / Order will be by issuing Fax of Intent (FOI) of your Bid. FOI will contain price, Delivery and others salient terms of your Bid and Bidding Documents.
- Bidder will be required to confirm receipt of the same by returning “copy of the FOI duly signed and stamped by the Bidder as a token of acknowledgement to GAIL GAS and WGI. On receipt FOI acknowledgement without any deviation / condition, detail purchase order / contract will be issued in quadruplicate. Three copies of the same without any condition /

deviation will be returned duly signed and stamped by the bidder as a token of acknowledgement to GAIL GAS and WGI.

**38. PERFORMANCE GUARANTEE**

38.1 Pursuant to Clause-12 of GCC-Goods, bidder will provide Contract Performance Guarantee of appropriate value within 15 days of receipt of FOI from the Employer. The Performance Guarantee shall be in form of irrevocable Bank Guarantee as per Format F – 9 of Attachment – I and shall be in the currency of Contract.

38.2 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 bid security.

38.3 SSI units registered with the NSIC, under its single point Registration scheme shall be exempted from submission of Performance Guarantee to the monetary limit for which the unit is registered.

**39. CORRUPT AND FRAUDULENT PRACTICES**

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

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

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

39.3 The Employer will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.

39.4 The bidder(s) are required to execute the "**Integrity Pact**" attached in the Bid Document as Attachment-III. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection. – **NOT APPLICABLE FOR THIS TENDER**

**40. WAIVER OR TRANSFER OF AGREEMENT**

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

**41. ORDER OF PRECEDENCE**

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 Award / Purchase Order
- ii) Fax / Letter of Intent / Fax of Acceptance
- iii) Schedule of Rates as enclosures to Letter of Award / Purchase Order
- iv) Job / Particular Specifications
- v) Drawings
- vi) Technical / Material Specifications
- vii) Instruction to Bidder

- viii) Special Conditions of Contract
- ix) General Conditions of Contract
- x) Indian Standards
- xi) Other applicable Standards

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

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

#### **44 SIGNING OF AGREEMENT**

- 44.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Intent in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).
- 44.2 In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above-stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

#### **45 OPERATIONAL NORMS & CONDITIONS**

- 45.1 The reporting place for the hired vehicles shall be normally GAIL GAS, Offices at Kota and Sonipat respectively. Reporting place may be changed from one location to any location of GAIL GAS in the above mentioned cities as per the requirement and instruction will be given by the EIC to the contractor accordingly without any additional financial implication. No hiring charges shall be payable for the kilometerage run from the garage to reporting place and vice versa. However, if any vehicle is called for duty at any other places other than the normal reporting place, the charges, for difference in kms run from garage to normal reporting place and garage to the specified reporting place shall be payable by GAIL on certification by the vehicle user. The parking place /garage shall be mentioned by the tenderer in their Bid.
- 45.2 The contractor shall have to make his own arrangements for the stay of his staff including night halts(s) etc. at his own risk and cost and also repairs and fueling etc. of the hired vehicle as per requirement.
- 45.3 The contractor shall provide the hired vehicle (s) with well-behaved drivers, in possession of valid driving license for drive LCV. The drivers should be skilled and well experienced in their profession. In case the driver is not well behaved or is not skilled in driving, the contractor will have to change the driver at his cost and risk, failing which GAIL GAS reserves the right to refuse the vehicle for duty.
- 45.4 For the purpose of day-to-day or time-to-time operations, instructions shall be given by the Engineer In – Charge or Authorized Representative of GAIL GAS, which shall be carried out by the contractor according to the priorities and instructions given by such representative of GAIL GAS.

- 45.5 However, one/two day(s) off in a month at the discretion of GAIL GAS will be allowed on receipt of request three days in advance for routine servicing/maintenance subject to the condition that suitable replacement will be provided. During the maintenance period of the vehicle the contractor will provide vehicle of similar/matching type failing which penalty as per Clause 45.18 will be imposed on the contractor.
- 45.6 For advance planning and proper coordination of operation, the contractor shall nominate his representative (A Graduate) who should be available at call at a convenient place/time to be decided by GAIL GAS. Also a contact telephone number should be made available for this purpose while signing the contract.
- 45.7 Hired vehicle(s) may also be required to stay at out station/site for more than one day(s) than the period initially notified depends upon the job requirement.
- 45.8 Driver(s) deployed by the contractor on the hired vehicle(s) for the duty of the GAIL GAS shall be required to go to various places and as such, they should be well conversant with the routes and roads of the areas.
- 45.9 The contractor shall have to provide spare wheels in good conditions, adequate tools in serviceable condition with vehicle to meet any eventual breakdown en-route requiring minor repair during journey.
- 45.10 If the hired vehicle develops any defect during the journey, the contractor shall be liable to arrange a substitute vehicle of similar specifications to the user, at his own risk and cost. In case the contractor is unable to provide the vehicle of similar/matching type, penalty as per Clause 45.18 incident will be imposed on the contractor. Further, the cost of alternative arrangement, if any, made by GAIL GAS, shall also be recovered from the bills of the contractor or Security Deposit as may be decided by GAIL GAS.
- 45.11 In case the vehicle is damaged due to an accident, the contractor will provide an alternate vehicle of similar/matching type within 72 hours from the occurrence of the accident. In case of non-compliance, penalty as per Clause 45.18 will be imposed on the contractor. Further, the contractor will provide another vehicle of similar specification within 30 days from the date of accident failing which the contract shall be cancelled.
- 45.12 In the event of unauthorized absence/non deployment of vehicle after placement of vehicle against the contract, GAIL GAS reserve the right to hire similar vehicle at the risk and cost of contractor and levy a penalty as per Clause 45.18 . Subsequently penalty shall be imposed on pro rata basis for delay in reporting from the normal reporting time.
- 45.13 The requirement of vehicles under this tender shall be for 24 hours duty as per details given in the Schedule of rates (SOR).
- 45.14 The rate offered in SOR should be inclusive of all the expenses like Drivers salary as per labour regulation (including Bonus, overtime, TA/DA, Medical Expenses Reimbursement etc), Uniform expenses, Parking charges, repair & maintenance etc. **Toll Tax and entry tax shall be reimbursable against submission of documentary evidence by The Owner.**
- 45.15 The contractor shall have to provide Mobile phone compulsorily to all the drivers deployed by him failing which Rs.100/- shall be levied per day in each case.
- 45.16 The Contractor shall have to provide compulsorily 02(Two) Drivers on 12 hrs. shift basis for 24 hours vehicle (Round the clock vehicle.)
- 45.17 The contractor shall have to provide uniform to all the drivers deployed by him.

**45.18 PENALTY**

Non availability of LCV service due to any of the reasons given above shall attract penalty which will be deducted from the monthly bills as follows:

Penalty = 2 X (Period of absence X Prorata fixed hiring charges As per SOR)

**46 DOCUMENTS AND STATUTORY RESPONSIBILITY**

- 46.1 The vehicles asked for under tender should be fit in all respects for use in accordance with Motor Vehicle Act and Rules and existing laws as applicable from time to time. The



- vehicle(s) must be equipped with valid documents i.e. Registration Book, Insurance Certificate, Fitness Certificate Permit and with all taxes, fees, levies paid upto date during the tenure of the contract. The responsibility of any laps in this regard shall be that of the contractor exclusively and the GAIL GAS stands completely indemnified by the contractor against such defaults.
- 46.2 The contractor shall submit the copy of all the valid documents of deployed vehicle i.e. Registration Book, Insurance Certificate, Fitness Certificate, Receipts of Road Tax Paid, and Permit with all taxes to Works in Charge before deployment of the vehicle.
- 46.3 The driver(s) provided with the vehicle(s) must be physically/medically fit, professionally sound and legally competent in all respects holding valid license as described under prevailing Motor Vehicle Act Rules/other applicable Acts and Rules on the subject.
- 46.4 The contractor shall be solely responsible for any consequences and claim(s) under the law arising out of any accident caused by the hired vehicle to the equipment/property/personnel of GAIL GAS. He shall also be responsible for all kinds of claim/compensation that arises due to damages/injuries/property etc. caused by the hired vehicle.
- 46.5 The contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the contract. The contractor shall undertake to indemnify GAIL GAS against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under Minimum Wages Act, Personnel Injury (Company Insurance Act. E.S.I., Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Employees Provident Fund Act, Family Pension & Deposit Linked Insurance Scheme or any other Act or Statute not mentioned specifically herein but having any direct or indirect application for the persons engaged under this contract. The Contractor agrees to and does hereby accept full and exclusive responsibility for the compliance with all obligations imposed and further agrees to defend, indemnify and hold GAIL GAS harmless from any liability or penalty which may be imposed by the Central, State or local authority & also from all claims, suits or proceedings that may be brought out against GAIL GAS arising under, growing out of or by reason of the work provided for by this contract irrespective of the fact that whether it is brought by employees of the contractor, by third parties or any Central Government, State Government or local authority under any act or rule framed there under.
- 46.6 The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by him.
- 46.7 Registration with Labour Commissioner: If necessary, the contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per Contract Labour Rules 1971, or any other Labour Rule/Regulation/Law applicable from time to time. This shall be required immediately after the acceptance of the tender. The contractor shall comply with all the applicable Labour Laws.
- 46.8 The contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. The contractor(s) and his employees may also be required to pledge secrecy and non-divulgence of the nature of the work of GAIL GAS that may be prejudice to the interest of GAIL GAS.
- 46.9 If the driver(s) engaged / deputed with the hired vehicles(s) by the contractor is found to be indiscipline, misbehaving with the GAIL GAS's officers/staff or under the influence of any intoxicant, GAIL GAS may ask the contractor to replace such driver(s) otherwise the hired vehicle may not be accepted for duty for GAIL GAS. The time lost due to such eventualities shall be entirely to the contractor's cost and shall attract liquidated damages strict action as deemed fit under this contract. Decision of EIC in this regard shall be final and binding on the contractor(s)
- 46.10 GAIL GAS shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's vehicle(s)/property/drivers and other staff etc. under any circumstances while a hired vehicle is engaged in GAIL GAS's duty.
- 46.11 The contractor or his employees shall ensure that all entries in the logbook/journey slips supplied by GAIL GAS are properly maintained and recorded date-wise as per columns given in the logbook and are properly signed by the authorized officer/staff of GAIL GAS, who must record the name and designation, places, visited and full purpose of journey in the

- logbook/journey slip. Contractor shall be responsible for default, if any, in the maintenance of logbooks etc.
- 46.12 The contractor or his driver(s) shall ensure that proper recording of the time, kilometer in/out are also made by the using GAIL GAS official. In case it is noticed that there is a variation and differences in the kilometers recorded in the logbook/journey slip as verified by GAIL GAS officials and the actual run, the deductions on this account be made by GAIL GAS from the bills of the contractor without any reference to him. The contractor shall submit the logbook/journey slip to GAIL GAS along with the bills.
- 46.13 The contractor shall ensure that the speedometer and other instruments of the hired vehicle are in perfect working condition and in case of any defect pointed out by the GAIL GAS authorities/users, the contractor shall make due repairs and replacements promptly at his own cost.
- 46.14 In case it is noticed that there is a variation and difference is observed in the kilometers in the Log book as verified by the GAIL GAS official and the actual run, any time during the contract. GAIL GAS will make the deduction on this account from the bill of the contractor without any reference to him/them. The decision of the EIC shall be final and binding on contractor in this regard. In no case the contractor shall retain the log book or its copy with him/them.
- 46.15 The contractor shall ensure that his drivers refrain from smoking or carrying any inflammable substance at the installations, camp stations, stores yard etc. while on duty with GAIL GAS. The contractor(s) and his employees shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with GAIL GAS as per directions of the representative of GAIL GAS at the work site.
- 46.16 The contractor / driver shall arrange to park the vehicle at a convenient place at his risk and cost. However, they shall be liable to provide the hired vehicle to the concerned place at the requisite time without any delay.
- 46.17 Fueling of the hired vehicle shall be carried out prior to reporting for duty and there must be adequate arrangements for fuel/lubricants with the driver of the hired vehicle

**47.0 PLACEMENT OF HIRED VEHICLE(s) AND INSPECTION**

- 47.1 Once a hired vehicle and its documents have been approved for the service of GAIL GAS, the hired vehicle shall not be changed during the period of contract except its being defective in which case the contractor shall provide another hired vehicle of similar/matching specification. The intimation of such change shall be given to the work in-charge. Such replacement of hired vehicles for a period of 7 days will not involve formal verification/acceptance of documents of the hired vehicles by GAIL GAS. But use of such replaced hired vehicles beyond 7 days will not be allowed unless documents or replacement vehicles are verified and said hired vehicle is approved for further use.
- 47.2 The contractor shall produce the vehicle to the works In Charge for inspection before deployment.
- 47.3 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with GAIL GAS and the same shall be final and binding upon the contractor.

**48.0 INSURANCE**

- 48.1 Hired vehicle(s) should be fully/comprehensively insured by the contractor's at his own cost for all risks including strike & riots. All liabilities whatsoever arising out of the problems of the hired vehicle(s) shall rest upon the contractor.

**49 SAFETY CODE**

- 49.1 The Contractor shall at his own expense arrange for safety provisions as required by the Officer-in-charge, in respect of all facilities in connection therewith. In case the Contractor fails to make arrangements and provide all facilities in connection therewith, the Officer-in-charge shall be entitled to do so and recover the cost thereof from the running bills of the Contractor.

**50 RATES AND MODE OF PAYMENT**

- 50.1 The rates quoted in the Schedule of Rates (SOR) by the tenderer shall be composite and firm during the contract period except for price escalation as per Clause 29.0 of Technical Specification. The rates shall be inclusive of all expenses necessary for the completion of the contract including any changes in the duration. Such expenses shall also include (but not restricted to) payments to Regional Transport Authorities like Road tax, obtaining permit from Statutory Authorities like CCOE etc, payment to labour authorities and Government/semi government./Local Authorities, all expenses of the contractor's establishment like salaries, overtime, bonus etc. of the personnel employed for the contract and any other expenses wherever necessary including toll tax, parking charges etc.
- 50.2 Tax deductions will be paid as per the rules and regulations enforced in accordance with acts prevailing from time to time.
- 50.3 Service Tax: The contract price shall be inclusive of all taxes & duties applicable from time to time except service tax, which will be paid as applicable at actual against CENVATable invoices. The bidders shall mention the amount and rate of service tax, if applicable, in the price bid separately and clearly. If the same is not mentioned in the price bid, the quoted price shall be deemed to include the applicable service tax (as on the date of bid submission). The bidder shall indicate in its bid the service tax registration number.
- 50.4 GAIL GAS can avail benefit of CENVAT credit of the service tax. In order to avail CENVAT benefit for the service tax payment, the invoices of the Contractor (s) should COMPULSORILY be serially numbered and specify the following:
- (i) the name, address and service tax registration number of the Contractor
  - (ii) the name and address of recipient of the taxable service
  - (iii) description, classification and value of taxable service provided, and
  - (iv) the Service tax payable on such services.
- 50.5 In case of non-compliance to the above, GAIL GAS is not liable to reimburse any claim of contractor in respect of service tax.
- 50.6 The rates quoted are firm and composite and will remain un-changed during the currency of the contract including the extended period.
- 50.7 The contractor is required to submit monthly bill along with completed logbook duly signed/certified by the vehicle user(s) to the EIC for certification. The bill received by EIC will be forwarded to In-charge (F&A) duly certified for payment. Payment shall be made within 30 days of submission of the monthly bill.
- 50.8 No claim whatsoever will be entertained for increasing the charges during the period of agreement entered on the basis of this tender or for the extended period except the actual running charges (on pro-rata basis) which may increase/decrease as per percentage increase/decrease in the rate of Fuel as notified by Government from time to time. The rates of fuel as on the due date of submission of bid shall be considered as base rates for the purpose of increase/decrease of Fuel during the contract. The price in total contract value shall be increased only if the vehicle runs beyond the total run works out by formula given at clause no. 29 of Technical Specification.
- 50.9 It must be clearly understood that GAIL GAS shall not be liable to make any other payment except the agreed hire charges for the kilometerage run covered by the hired vehicle as per entries of logbook and any other charges as mentioned in the contract.
- 50.10 The contractor shall submit monthly bill for hiring of vehicle to the concerned controlling officer of the contract in triplicate along with logbook duly completed in all respects and certified by the users of the vehicle.
- 50.11 The Contractor furnish to the employer within 15 days from the date of notification of award, a security deposit in the sum of 10% of the accepted value of the tender in form of Bank Guarantee as contract performance security with the employer which will be refunded after the expiry of defect liability period which shall be 03 months from the date of completion of the contract.

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- 50.12 **Payment** shall be done (after deducting penalty, if any) based on the actual Km run during the month and leasing charges of LCV as per the rate given in SOR, against submission of monthly invoice.



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**SECTION III**  
**GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)**  
**FOR SERVICES**



## GENERAL CONDITIONS OF CONTRACT

### SECTION-I DEFINITIONS

- 1.0 Definition of Terms:**
- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 The EMPLOYER/COMPANY/GAIL GAS means GAIL GAS LTD., a public limited company, incorporated under the Company's act 1956 and having its Registered office at 16, Bhikaji Cama Place, New Delhi - 110066 and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives, his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the GAIL GAS and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 CONSULTANT: means Woodgroup Engineering India Pvt. Ltd (WGI) who are the consulting engineer to the Employer for this project and having registered office at 18 Incube business centre, Level -4, Nehru Place, New Delhi – 110019, India.
- 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives,

## GENERAL CONDITIONS OF CONTRACT



successors and permitted assigns of such person, firm or company.

- 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GAIL GAS 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

## GENERAL CONDITIONS OF CONTRACT



- person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE"





comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communications, etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/EMPLOYER.

- 1.1.32 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

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

## SECTION-II GENERAL INFORMATION

### 2.0 General Information

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

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

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

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

- 2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping



installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.

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

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

#### 2.4 Power Supply:

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

## GENERAL CONDITIONS OF CONTRACT



- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.
- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER-IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER-IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns, workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the

## GENERAL CONDITIONS OF CONTRACT



### ENGINEER-IN-CHARGE.

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the 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

#### 3.0 Submission of Tender:

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

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

3.3 Covering letter alongwith its enclosures accompanying the Tender

## GENERAL CONDITIONS OF CONTRACT



Document and all further correspondence shall be submitted in JPPLICATE.

3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

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

### 4.0 Documents:

#### 4.1 General:

The tenders as submitted, will consist of the following:

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

## GENERAL CONDITIONS OF CONTRACT



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

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

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

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

4.5 Signature of Tenderer:

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

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

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

## GENERAL CONDITIONS OF CONTRACT



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

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

### 5.0 Transfer of Tender Documents:

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

### 6.0 Earnest Money:

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

The bid guarantee shall be submitted in the prescribed format.

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

The Earnest Money deposited by successful tenderer shall be

## GENERAL CONDITIONS OF CONTRACT



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.

- 7.0 Validity:**
- 7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.
- 8.0 Addenda/Corrigenda**
- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued 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 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.
- 9.0 Right of Employer to Accept or Reject Tender:**
- 9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the EMPLOYER, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.
- Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 10.0 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.



## GENERAL CONDITIONS OF CONTRACT



- 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.
- 11.0 Tenderer's Responsibility;**
- 11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.
- 12.0 Retired Government or Company Officers**
- 12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.
- 13.0 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.
- 14.0 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

## GENERAL CONDITIONS OF CONTRACT



by other agencies.

### 15.0 Note to Schedule of Rates:

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

### 16.0 Policy for Tenders Under Consideration:

- 16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GAIL GAS to the Bidder.
- 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. GAIL GAS 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.

### 17.0 Award of Contract:

- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GAIL GAS either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 GAIL GAS will be the sole judge in the matter of award of CONTRACT and the decision of GAIL GAS shall be final and binding.

### 18.0 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

## GENERAL CONDITIONS OF CONTRACT



Tender Documents he should request in writing for an interpretation/clarification to GAIL GAS in triplicate. GAIL GAS will then issue interpretation/clarification to Tenderer in writing. Such clarifications and/or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

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

### 19.0 Local Conditions:

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

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

### 20.0 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

### 21.0 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) 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.

## GENERAL CONDITIONS OF CONTRACT



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

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

### 22.0 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.

### 23.0 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

## GENERAL CONDITIONS OF CONTRACT



into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

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

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

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in JPPLICATE, before submission of the tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

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

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

## GENERAL CONDITIONS OF CONTRACT



- 24.0 Contract Performance Security:**
- 24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.
- 24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER-IN-CHARGE shall be final).
- 24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.
- 24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

**25.0 Time of Performance:** 25.1 Time for Mobilisation

The work covered by this CONTRACT shall be commenced within fifteen (15) days from the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The

## GENERAL CONDITIONS OF CONTRACT



CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

### 25.2 Time Schedule of Construction:

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

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

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

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

### 26.0 **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.

## GENERAL CONDITIONS OF CONTRACT



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

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

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

### 26.2 OUTBREAK OF WAR

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

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

### 27.0 **Price reduction schedule:**

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

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

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



## GENERAL CONDITIONS OF CONTRACT



- 27.3 Bonus for early completion (\*)
- 27.3 BONUS FOR EARLY COMPLETION
- a.3 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.
- a.4 (\*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.
- 28.0 Rights of the employer to forfeit contract performance security:
- 28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.
- 29.0 Failure by the contractor to comply with the provisions of the contract:
- 29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:
- a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.



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

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

- a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

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

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

## GENERAL CONDITIONS OF CONTRACT



- 30.0 Contractor remains liable to pay compensation if action not taken under clause 29.0:**
- 30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.
- 31.0 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 ensue as provided in the said clause.
- 32.0 Termination of contract**
- 32(A) TERMINATION OF CONTRACT FOR DEATH:
- If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of

## GENERAL CONDITIONS OF CONTRACT



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.

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

### 33.0 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.

### 34.0 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.

### 35.0 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

## GENERAL CONDITIONS OF CONTRACT



other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN-CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

### **36.0 Contractor's subordinate staff and their conduct**

- 36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN-CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN-CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUB-CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff

## GENERAL CONDITIONS OF CONTRACT



etc. or incidental or arising out of the execution of CONTRACT.

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

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

### **37.0 Sub-letting of works:**

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

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

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

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

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

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

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

#### iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:

## GENERAL CONDITIONS OF CONTRACT



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

v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**

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

**38.0 Power of entry:**

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

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

**then** in any such case, the EMPLOYER shall have the power to



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

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

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER-IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The



## GENERAL CONDITIONS OF CONTRACT



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.

- 40.0 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.
- 41.0 Notice:** 41.1 TO THE CONTRACTOR:  
Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.
- 41.2 TO THE EMPLOYER:  
Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. GAIL GAS (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.
- 42.0 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.
- 43.0 Patents and royalties:** 43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in



such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

43.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the 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.

#### **44.0 Liens:**

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of

## GENERAL CONDITIONS OF CONTRACT



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.

### **45.0 Delays by employer or his authorised agents:**

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.

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

### **46.0 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.

## GENERAL CONDITIONS OF CONTRACT



- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.
- 46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.
- a) Any and all completed works.
- b) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.
- 47.0 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.
- 48.0 Certificate not to affect right of employer and liability of contractor:** 48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.
- 49.0 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.
- 50.0 Transfer of title:** 50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.
- 50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended

## GENERAL CONDITIONS OF CONTRACT



under this CONTRACT.

- 51.0 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.
- 52.0 Brand names:** 52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.
- 53.0 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.
- 54.0 Spares:** 54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.
- Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.
- 54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

### SECTION-V PERFORMANCE OF WORK

- 55.0 Execution of work:** 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.
- 56.0 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

## GENERAL CONDITIONS OF CONTRACT



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.

- 57.0 Work in monsoon and dewatering:**
- 57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.
- 58.0 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.
- 59.0 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.
- 60.0 Alterations in specifications, design and extra works:**
- 60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case



where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

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

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

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's

## GENERAL CONDITIONS OF CONTRACT



supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

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

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

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



## GENERAL CONDITIONS OF CONTRACT



value.

### II. For Lumpsum Contracts

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

#### **61.0 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.

#### **62.0 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

## GENERAL CONDITIONS OF CONTRACT



No. \_\_\_\_\_

Signed: \_\_\_\_\_

(CONTRACTOR)  
(ENGINEER-IN-CHARGE)

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

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

### 63.0 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

## GENERAL CONDITIONS OF CONTRACT



WORKS under construction should be protected and fenced by the CONTRACTOR.

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

### **64.0 Responsibility for level and alignment:**

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

### **65.0 Materials to be supplied by contractor:**

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the 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.

### **66.0 Stores supplied by the employer:**

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

66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the



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

**67.0 Conditions for issue of materials:**

- 67.1
- i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.
  - ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
  - iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
  - iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
  - v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
  - vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
  - vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is

## GENERAL CONDITIONS OF CONTRACT



likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

ix) The CONTRACTOR shall, if desired by the ENGINEER-IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.

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

xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.

xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.

xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.

**68.0 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

## GENERAL CONDITIONS OF CONTRACT



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.

- 69.0 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.
- 70.0 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.
- 71.0 Discrepancies between instructions:**
- 71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.
- 72.0 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.
- 73.0 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.

### 74.0 Tests for quality of work:

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

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

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

### 75.0 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

## GENERAL CONDITIONS OF CONTRACT



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.

### **76.0 Action and compensation in case of bad work:**

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

### **77.0 Suspension of works:**

77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

### **78.0 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, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the



## GENERAL CONDITIONS OF CONTRACT



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.

### 79.0 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.

### 80.0 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.

### 81.0 Care of works:

81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all



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

### 81.1 DEFECTS PRIOR TO TAKING OVER:

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

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

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

### 81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any

## GENERAL CONDITIONS OF CONTRACT



defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACTOR or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR'S risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

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

- 82.0 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.
- 83.0 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.
- 84.0 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

## GENERAL CONDITIONS OF CONTRACT



CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

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

### 85.0 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.

### 86.0 Construction aids, equipments, tools & tackles:

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all 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

### 87.0 Schedule of rates and payments:

#### 87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of



all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

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

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

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



ordered in writing during the continuance of the CONTRACT.

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

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

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

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

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:

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

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

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

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

Payment for any additional work which is not covered in the

## GENERAL CONDITIONS OF CONTRACT



Schedule of Rates, shall only be released on issuance of change order.

### 88.0 Procedure for measurement and billing of work in progress:

#### 88.1 BILLING PROCEDURE:

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

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

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

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

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

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

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

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

## GENERAL CONDITIONS OF CONTRACT



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.

**89.0 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.

**90.0 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

**91.0 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 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 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.

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

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

**93.0 Receipt for payment:**

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

**94.0 Completion certificate:**

- 94.1 APPLICATION FOR COMPLETION CERTIFICATE:  
When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the



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

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

### 94.2 COMPLETION CERTIFICATE:

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

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

### 94.3 COMPLETION CERTIFICATE DOCUMENTS:

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

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

## GENERAL CONDITIONS OF CONTRACT



necessary documents.

- 95.0 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.
- 96.0 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.
- 97.0 Deductions from the contract price:** 97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

### SECTION-VII TAXES AND INSURANCE

- 98.0 Taxes, Duties, Octroi etc:** 98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octroi, 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

## GENERAL CONDITIONS OF CONTRACT



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 subdivision thereof.

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

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

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

**101.0 Insurance:** 101.1 GENERAL  
CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

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

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document



shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

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

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

i) EMPLOYEES STATE INSURANCE ACT:

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

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's

## GENERAL CONDITIONS OF CONTRACT



State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

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

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

iii) ACCIDENT OR INJURY TO WORKMEN:

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

iv) TRANSIT INSURANCE

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

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the

## GENERAL CONDITIONS OF CONTRACT



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 employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.
  - b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
  - c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.
  - d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
  - e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
  - f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.
- vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

## GENERAL CONDITIONS OF CONTRACT



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.

**102.0 Damage to Property or to any Person or any Third Party:**

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

### SECTION-VIII LABOUR LAWS

**103.0 Labour laws:**

- 103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any,





before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the

## GENERAL CONDITIONS OF CONTRACT



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.

### 104.0 Implementation of Apprentices act, 1961:

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

### 105.0 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

## GENERAL CONDITIONS OF CONTRACT



CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

### 106.0 Health and sanitary arrangements for workers:

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the 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

### 107.0 Arbitration:

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

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

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GAIL GAS) 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

## GENERAL CONDITIONS OF CONTRACT



English language and venue shall be New Delhi, India.

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

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

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

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

**108.0 Jurisdiction:**

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 DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

### SECTION-X SAFETY CODES

**109.0 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.

## GENERAL CONDITIONS OF CONTRACT



- 110.0 Safety regulations:**
- 110.1 i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.
- 111.0 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.
- 112.0 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.
- 113.0 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.
- 114.0 Scaffolding:**
- 114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used



for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

- ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

### **115.0 Excavation and trenching:**

- 115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under

## GENERAL CONDITIONS OF CONTRACT



no circumstances undermining or under-cutting shall be done.

### 116.0 Demolition/general safety:

- 116.1 i) Before any demolition work is commenced and also during the progress of the demolition work
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
  - b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
  - c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
  - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
  - f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
    - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
    - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a



surface having lead paint dry rubbed and scrapped.

- 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
  - iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
    - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
    - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
    - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
    - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
    - e) In case of departmental machine, the safe working load shall be notified by the ENGINEER- IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
  - v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already



## GENERAL CONDITIONS OF CONTRACT



energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

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

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| <b>117.0 Care in handling inflammable gas:</b> | 117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER.   |
| <b>118.0 Temporary combustible structures:</b> | 118.1 Temporary combustible structures will not be built near or around work site.   |
| <b>119.0 Precautions against fire:</b>         | 119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.                                |
| <b>120.0 Explosives:</b>                       | 120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the |

## GENERAL CONDITIONS OF CONTRACT



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.

- 121.0 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.
- 122.0 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.
- 123.0 Outbreak of infectious diseases:**
- 123.1 The CONTRACTOR shall remove from his camp such labour and their families who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.
- 124.0 Use of intoxicants:**
- 124.1 The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or

## GENERAL CONDITIONS OF CONTRACT



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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.

# GENERAL CONDITIONS OF CONTRACT



## PROFORMA FOR CONTRACT AGREEMENT

LOA No. GAIL /

Dated -----

Contract Agreement for the work of ----- of GAIL GAS Ltd. made on ----- between (Name and Address)---  
-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or  
context include its successors and permitted assignees) of the one part and GAIL 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

## GENERAL CONDITIONS OF CONTRACT



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.

# GENERAL CONDITIONS OF CONTRACT



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

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

Signed and Delivered for and  
on behalf of EMPLOYER.

Signed and Delivered for and  
on behalf of the CONTRACTOR.

GAIL GAS LIMITED

(NAME OF THE CONTRACTOR)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

## IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIAL CONDITIONS OF CONTRACT**

1. The contractor shall supply the vehicle with drivers on daily/round the clock basis (as the case may be) in all weathers, as per the time/duration indicated in the schedule of rates. The vehicles shall be deployed within 15 days or earlier from the date of issue of LOI.
2. The rates quoted by the contractor shall be monthly basis as indicated in the schedule of rates (SOR). The rates thus quoted shall includes all the charges but not limited to remuneration of the Driver, Uniform of Drivers, fuel charges, Repair & Maintenance, parking charges, Toll tax etc.
3. The requirement of the LCV under this contract is for 5 Nos for 3 cities (3 for Sonipat + 2 Nos Kota).
4. The contractor shall make his own arrangements for repair/maintenance/fueling of the vehicles and lodging & boarding of his staff including night halts at outside locations at his own cost.
5. The contractor shall have to provide sufficient money to the driver to meet the contingent requirement i.e. Fueling, Toll tax, Parking Charge etc.
6. The contractor shall provide proper uniform to all the drivers engaged by him.
7. The contractor shall be given two days maintenance time for each vehicle shall be permissible each month. The contractor shall provide suitable substitute vehicle for such days of maintenance.
8. The vehicles provided by the contractor shall have a comprehensive insurance plan for the vehicles and shall keep such insurance cover in force at all time.
9. Vehicles will be used for seven working days (24 Hrs a day) i.e. Monday to Sunday. For Gazetted Holidays/Sundays, no extra charges shall be payable.
10. **PERIOD OF CONTRACT:**
  - a. The contract shall be initially for a **period of One (01) year from the date of placement of FOI**, extendable for a further period of six months at the option of GAIL GAS on the same rates/terms and conditions and such extension will be binding on the contractor.
  - b. The date of commencement of the contract for reckoning the period shall be the date on which the first hired vehicle under the contract is deployed and accepted for duty of GAIL GAS.
  - c. GAIL GAS shall have the right to terminate the contract by giving 15 days notice during the contract period.
11. **MOBILIZATION PERIOD:** The vehicle shall be deployed within 15 days from the date of issue of FOI failing which penalty as Per Clause 45.18 of ITB shall be imposed to the contractor.
12. GAIL GAS also reserves the right to reduce the period of contract at the time of award of contract itself or during the course of the contract without assigning any Reason thereof.

- 
13. Vehicle deployed for the services of GAIL under the scope of this contract after due submission and verification of registration, the contractor shall not change tax and insurance documents for the entire period of the contract, except for the period of absence due to breakdown etc.
  14. GAIL GAS reserves the right to award the contract to more than one contractor.
  15. GAIL GAS shall not entertain any claim of whatsoever nature for increasing the hiring charges during the course of the contract excepting for statutory price escalation as per clause No.11.
  16. **PRICE ESCALATION:** The rates quoted are firm and will remain unchanged during currency of the contract. However, for any increase/decrease in the price of fuel refer Clause 29 of Technical Specification

The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price against documentary evidence. However, this will not be applicable for increase in price of spare parts, or any other reason except for the fuel as specified. RTO Tax is adjustable on increase or decrease by RTO and comes under Statutory Payment.





CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



**ATTACHMENT – I**  
**FORMS AND FORMATS**

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**INDEX**

1. Bidder's General Information F - 1
2. Bid Form F - 2
3. List of Enclosures F - 3
4. Annual Turnover F - 3 A
5. Financial Situation F - 3 B
6. Bank Guarantee For EMD / Bid Security F - 4
7. Letter of Authority F - 5
8. No Deviation Confirmation F - 6
9. Certificate F - 7
10. Details of Similar Work / Supply During Past 7 years F - 8
11. Proforma of bank Guarantee For Contract Performance F - 9
12. Certificate of Non-Involvement of Agent F - 10
13. Check List F - 11
14. Enterprise information Format F - 12
15. Declaration - F- 13



**CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL**



**F-1  
BIDDER'S GENERAL INFORMATION**

To  
GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

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

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Telephone Number: \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

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

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

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

(Country Code) (Area Code) (Telephone Number)

1-9 ISO Certification, if any {If yes, please furnish details}

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

1-11 Port of shipment / Dispatch Point \_\_\_\_\_

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

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

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

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

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

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

**ONLY FOR INDIAN BIDDERS**

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

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

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

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

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

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

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

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

**(SIGNATURE OF BIDDER WITH SEAL)**



CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



F-2  
BID FORM

To

GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

Dear Sir,

After examining/reviewing the Bidding Documents for hiring of LCV, including technical specifications, drawings, General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Corrigendum / Addenda Nos. \_\_\_\_\_.

We confirm that this bid is valid for a period of four (4) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

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

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

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

SEAL AND SIGNATURE

DATE:

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

**(SIGNATURE OF WITNESS)**

WITNESS NAME:

ADDRESS:

**F-3**  
**LIST OF ENCLOSURES**

GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

Dear Sir,

**A.** We are enclosing the following documents:

1. Unpriced Bid
2. EMD / Bid Security
3. Price Bid

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

1. Documentary evidence required for meeting the Bid Evaluation criteria as per bidding document.
2. All documents as per Clause 10 of ITB i.e. documents comprising the bid, Copy of Bidding Documents along with Addendum / Corrigendum no..... duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents.

**SEAL AND SIGNATURE OF BIDDER**



**F-3A**

**ANNUAL TURNOVER**

**EACH BIDDER MUST FILL IN THIS FORM**

Annual Turnover data for the last 3 years:

Year	Currency	Amount
Year 1: <b>FY 2008-09</b>		
Year 2: <b>FY 2007-08</b>		
Year 3: <b>FY 2006-07</b>		

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

**SEAL AND SIGNATURE OF THE BIDDER**

**F-3B**

**FINANCIAL SITUATION**

**EACH BIDDER MUST FILL THIS FORM**

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

Description	Year FY 2008 -09
	Amount (Currency)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (NW) Owners funds (Paid up share capital and Free Reserves & Surplus)	

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

**SEAL AND SIGNATURE OF BIDDER**





**CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL**



**F-4**

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To  
GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

Dear Sir(s),

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

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

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the bidder by GAIL GAS Ltd., the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by GAIL GAS, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ [this date should be 6 months after the date finally set out for closing of bidding]. If any further extension of this guarantee is required, the same shall be extended to \_\_\_\_\_ such \_\_\_\_\_ required \_\_\_\_\_ period \_\_\_\_\_ on \_\_\_\_\_ receiving \_\_\_\_\_ instructions \_\_\_\_\_ from M/s. \_\_\_\_\_ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

---

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

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



CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



F-5  
LETTER OF AUTHORITY  
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS / CONFERENCES

No.

Date:

GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

Dear Sir,

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

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

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

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

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**F – 6**

**NO DEVIATION CONFIRMATION**

M/s GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

Dear Sir,

We understand that any deviation / exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation / exception is mentioned or noticed, our bid may be rejected.

**(SEAL AND SIGNATURE OF BIDDER)**

**F - 7**  
**CERTIFICATE**

GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents, Fax of Intent is issued to us for supply of quoted items following certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the 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 the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorised to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer 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 Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Seal and Signature of Bidder

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

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

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

**SEAL AND SIGNATURE OF BIDDER**

F-9

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

GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

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 GGL, Noida.

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 GAIL Gas Ltd. (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 GAIL Gas Ltd. 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) 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 Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi 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\_\_\_\_\_.
  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,





CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



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

Place:

WITNESS:

1..... (Signature)

..... (Printed Name)

2. .... (Designation)

..... (Common Seal)

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**INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE**

1. The Bank Guarantee (BG) 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. BG shall be through branches of Indian Public Sector Banks (Nationalised). 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 Owner address.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Owner.
3. The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee / Guarantee period.
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner and copy to Consultant 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.

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**F-10**  
**CERTIFICATE OF NON-INVOLVEMENT OF AGENT**

GAIL GAS Limited  
2nd Floor, HHEC Building  
A-2, Sector-2  
Noida – 201301(UP)  
India

Dear Sir,

This is to certify that we have not engaged involve any Agent / Consultant / Retainer / Associate who is not an employee of \_\_\_\_\_ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's / Representative's / consultant's commission is payable in India or abroad against this Contract.

**SIGNATURE AND SEAL OF BIDDER**

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate is to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.

**F-11  
CHECK LIST**

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

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

<b>S. NO.</b>	<b>DESCRIPTION</b>	<b>STATUS</b>
1.0	Signing and stamping each sheet of offer, original bid document including drawings, addendum (if any)	<input type="checkbox"/>
2.0	Confirm that the following details have been submitted in the Un-priced part of bid:	
	a) Covering Letter, Letter of Submission	<input type="checkbox"/>
	b) Letter of Authority (Format F – 5) in physical form.	<input type="checkbox"/>
	c) Signed and stamped original copy of bid document along with drawings and addendum (if any)	<input type="checkbox"/>
	d) Power of Attorney in the name of person signing the bid in Physical form	<input type="checkbox"/>
3.0	Confirm that all forms are enclosed with the bid duly signed by authorised person(s)	<input type="checkbox"/>
4.0	Confirm that the price bid has been duly filled in for each item, signed and stamped on each page separately	<input type="checkbox"/>
5.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	<input type="checkbox"/>
6.0	Confirm that any correction in the Un-priced part of bid has been initialled and stamped by the authorized person.	<input type="checkbox"/>
7.0	Confirm that any correction in the “Price Part” part has been signed in full and stamped by the authorized person.	<input type="checkbox"/>
8.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	<input type="checkbox"/>
10.0	Confirm that annual reports for last three financial years & duly filled in Form 3A & 3B are enclosed in the offer for financial assessment.	<input type="checkbox"/>



CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



---

S. NO.	DESCRIPTION	STATUS
11.0	Confirm that copies of Purchase Order, Inspection release note etc are enclosed confirming the experience of manufacturing the quoted items.	<input type="checkbox"/>

SEAL AND SIGNATURE OF BIDDER

**FORM 12**

**ENTERPRISE'S INFORMATION WITH RESPECT TO THE MICRO, SMALL AND MEDIUM ENTERPRISES  
DEVELOPMENT ACT, 2006  
(FOR INDIAN BIDDERS)**

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference the definition of Micro, Small and Medium enterprises is given below:

**Classification of enterprises engaged in:**

- a) Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as**

<b>Nature of enterprise</b>	<b>Investment in plant &amp; machinery (#)</b>
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- b) providing or rendering services**

<b>Nature of Enterprise</b>	<b>Investment in equipment</b>
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

*(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded*

- (I) Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

"We (Bidder) confirm that we are a micro /small / medium enterprise under the MSMED Act 2006." *(Please strike off whichever status is not applicable)*

**Please note that if Bidder do not provide the above confirmation in Bid Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2006.**

- (II) Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.



CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



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If the Bidder is a micro / small enterprise and has **filed** a memorandum with the specified authority, then Bidder to confirm the following:

"We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act \_\_\_\_\_ (Yes/No)."

If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

**If the confirmation is not furnished in Bid Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.**



CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



---

F- 13

**DECLARATION**

We confirm that we are not under any liquidation, court receiver ship or similar proceedings. We also confirm that we have not been banned or de listed by any Government or Quasi Government agencies of PSU.

**SEAL AND SIGNATURE OF BIDDER**





CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL



**ATTACHMENT II**  
**PERFORMANCE EVALUATION**

Purpose of Attachment II

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

1.0 **GENERAL**

A system for evaluation of vendors / contractors and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors / 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 / 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 / Contractors / Consultants associated with GAIL GAS 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 / Contractor or Consultant for all orders / Contracts with a value of Rs.1Lakh and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

(ii) **Measurement of performance**

Based on the parameters defined in Data Sheet, Performance of concerned Vendor, Contractor or 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 individually and collectively. Any Party failing to secure less than the minimum score in any of the parameters shall not be considered to remain in business with GAIL GAS.

(iii) **Initiation of Measures**

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

(iv) **Implementation of Corrective Measures:**

Based on the response of Vendor/Contractor/Consultant, concerned Engineer -In Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GAIL GAS. These recommendations would be submitted to the Competent Authority who would pass a reasoned order for putting the party on Holiday / blacklisting.

- (v) Orders/contracts placed on propitiatory / 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 / Contractors / Consultants.

- (i) Orders / Contracts below the value of Rs. 1 Lakh
- (ii) One time vendor / Contractor / Consultant.
- (iii) Orders for Misc / Administrative items / Non stock Non valued items. 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 / Contractors / Consultants in all such cases,

**5.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ CONTRACTORS/ CONSULTANT**

**5.1 FOR PROJECTS**

- (i) Evaluation of performance of Vendors/ Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- (ii) On commissioning of any Project, EIC (Engineer in Charge) / Project in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure—1) for all Orders and Contracts excluding cases under para 4.0
- (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 / Contractor / Consultant shall be examined, In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- (v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
  - (A) Where performance rating is “Poor”:
    - (i) Recommend such defaulting Vendor/ Contractor / Consultant for putting on HOLIDAY for a period of 1 year.
    - (ii) When his performance has affected overall completion schedule of the project, recommend such defaulting Vendor / Contractor / Consultant for putting on HOLIDAY for a period of 2/3 years,
  - B. Where Performance Rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors / Contractors / Consultants to improve their performance.

- (vi) Irrespective of Performance rating, where Vendor / Contractor / Consultant submit forged documents in respect of experience, turnover and any other condition forming the basis for tie pre-qualifying / eligibility criterion, such Vendor / Contractor / Consultant should be recommended for BLACKLISTING.
- (vii) On receipt of consolidated recommendations of Engineering-in-Charge of a Project, the Project Manager will constitute a Committee of Head of Projects, C&P and Finance to examine the recommendations forwarded by the Engineer-in charge.
- (viii) In case committee recommends putting a party on holiday or for blacklisting, the Project Manager will put up the recommendation on of committee to the concerned Director through Corporate C&P Deptt. along with a draft show cause notice providing a opportunity to defend his case. The draft show cause notice should be vetted by Legal Deptt.
- (ix) After obtaining approval from the concerned Director, Corporate C&P department will issue the show cause notice to the concerned party.
- (x) On receipt of reply in response to show cause notice, Corporate C&P Deptt. will forward the same to Project Manager who after taking legal opinion will prepare a proposal for keeping the party on Holiday / for blacklisting and forward the same to Corporate C&P Deptt. for obtaining the approval of the concerned Director.
- (xi) After obtaining approval from the concerned Director, Corporate C&P Deptt. will issue a letter to the party conveying the decision of putting him on holiday for the specific period or blacklisting the party.
- (xii) A list of all parties put on holiday or blacklisted will be communicated to all concerned and will also be maintained at GAIL GAS Intranet.
- (xiii) However, Holiday restrictions shall not apply on Vendors for procurement of spares from them on proprietary basis.

**5.2 FOR CONSULTANCY JOBS**

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects except the functions of Project Manager will be performed by concerned In-charges of user Deptts. such as Project Development, Business Development, E&P, HR, Finance, HSE etc. The provision of para 5.1 (xiii) will not be applicable for consultancy jobs.

**5.3 FOR OPERATION & MAINTENANCE**

- (i) Evaluation of performance of Vendors / Contractors/ Consultant in case of Operation and Maintenance shall be done immediately after execution of order / contract.
- (ii) After execution of order a Performance Rating Data Sheet (Format at Annexure2) shall be prepared for all Orders by Site C&P and for all Contracts/Services by respective Engineer-In-Charge excluding cases under para 4.0
- (iii) Depending upon Performance Rating, following action need to he 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/Contractor/Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- (v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
  - (A) Where performance rating is "POOR"
    - (i) Recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 1 year.
    - (ii) When his performance has seriously affected the operation & maintenance of plant, recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 2/3 years.
  - (B) Where performance rating is "FAIR"
    - Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.
- (vi) Irrespective of Performance rating, where Vendor/ contractor / Consultant submit forged documents such Vendor/Contractor/Consultant should be recommended for BLACKLISTING.
- (vii) A quarterly meeting of HOD (C&P), HOD (F&A) and HOD of respective departments shall be held at Site to review and examine all cases requiring putting the. Vendors / contractors / consultants on holiday for final decision.
- (viii) On receipt of recommendation of committee for putting a party on Holiday or for blacklisting, OIC will put up the recommendation of Committee to the concerned Director through Corporate C&P Deptt. along with a draft. show cause notice providing a final opportunity to party to defend his case. The show cause notice will be legally vetted.
- (Ix) After obtaining approval from the concerned Director, Corporate C&P department will Issue the show cause notice to the concerned party.
- (x) On receipt of reply in response to show cause notice, Corporate C&P Dept. will forward the same to OIC who after taking legal opinion will prepare a proposal for keeping the party on Holiday / for blacklisting and forward the same to Corporate C&P Dept. for obtaining the approval of the concerned Director
- (xi) After obtaining approval from the concerned Director, Corporate C&P Dept. will issue a letter to the party conveying the decision of putting him on holiday for the specific period or blacklisting the party.
- (xii) A list of all parties put on holiday or blacklisted will be communicated to all concerned and will also be maintained at GAIL GAS Intranet.
- (xiii) However, Holiday restrictions shall not apply on Vendors for procurement of spares from them on proprietary basis.

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**6.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY/BLACKLISTED**

- 6.1 After expiry of Holiday period, the vendors/contractors/consultants will have been put on Holiday due to delay in completion schedule be automatically restored to participate in business with GAIL GAS. parties who have been put on Holiday due to quality problems will be restored only after a review by the committee which had earlier recommended the party to be put on Holiday.
- 6.2 The period of Holiday will be from one year to three years depending upon the seriousness of failure. It can be three years extreme cases and may be one year or two years depending upon the nature of failure in performance.

**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/Contractor/Consultant :
- vi) Contracted delivery / Completion Schedule :
- vii) Actual Delivery / Completion Date :

Performance Parameter	Delivery /Completion Performance	Quality Performance	Reliability Performance	Total
<b>Maximum Marks</b>	<b>40</b>	<b>40</b>	<b>20</b>	<b>100</b>
Marks Allocated (*)				

Remarks (if any) :

**PERFORMANCE RATING (\*\*):**

Note :

(\*) Allocation of marks would be as per enclosed instructions

(\*\*) performance rating shall be classified as under :

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 Authorized Signatory :

Name:

Designation :

**1.1 INSTRUCTIONS FOR ALLOCATION OF MARKS**

1.1.1 Marks are to be allocated as under :

1.1.2 Delivery/Completion Performance 40 marks

<b>Delivery Period / Completion Schedule</b>	<b>1.2 Delay in Weeks</b>	<b>1.3 Marks</b>
A) Up to 3 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 12 weeks	20
	Delay upto 16 weeks	15
	More than 16 weeks	0

<b>Delivery Period / Completion Schedule</b>	<b>1.2 Delay in Weeks</b>	<b>1.3 Marks</b>
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 16 weeks	20
	Delay upto 20 weeks	15
	Delay upto 24 weeks	10
	More than 24 weeks	0

**1.2 QUALITY PERFORMANCE 40 MARKS**

For Normal Cases : No Defects/No Deviation/No Failure 40 Marks

i)	Rejection/Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
ii)	Wrong quality to create endanger system integration and safety of the system.	Failure of severe nature - Moderate nature - Low severe nature	0 marks 5 Marks 10-25 Marks
iii)	Number of deviations	1. No deviation 2. No. of deviations <2 3. No. of deviations >2	5 Marks 2 Marks 0 Marks

**1.3 RELIABILITY PERFORMANCE 20 MARKS**

**A. FOR WORKS / CONTRACTS**

i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contact 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, agreement, 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 standard like ISO	5 marks
iv)	Submission of all required documents including test certificates at the time	5 marks





**CNG AND CITY GAS DISTRIBUTION PROJECT  
TENDER FOR HIRING OF LCV  
VOLUME I OF II - COMMERCIAL**



	of supply.	
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**ANNEXURE – 2**

**PERFORMANCE RATING DATA SHEET (FOR O & M)**

- (i) Location : \_\_\_\_\_
- (ii) Order / Contract No. & Date : \_\_\_\_\_
- (iii) Brief Description of items : \_\_\_\_\_  
Work / Assignment
- (iv) Order / Contract Value : \_\_\_\_\_
- (v) Name of the vendor / contractor : \_\_\_\_\_  
/ consultant
- (vi) Contracted delivery / : \_\_\_\_\_  
Completion Schedule
- (vii) Actual delivery / : \_\_\_\_\_  
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance	Total
Maximum Marks				
Marks Allocated (*)				

Remarks (If any)

PERFORMANCE RATING (\*\*)

Note: (\*) Allocation of Marks to be as per enclosed instructions

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

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

**Instruction for allocation of marks (O&M)**

1. Marks are to be allocated as under:

**1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks**

<u>Delivery Period / Completion Schedule</u>		<b>Delay in Weeks</b>	<b>Marks</b>
A)	Up to 3 months	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 12 weeks	20
		Delay upto 16 weeks	15
		More than 16 weeks	0
B)	Above 3 months	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 16 weeks	20
		Delay upto 20 weeks	15
		Delay upto 24 weeks	10
		More than 24 weeks	0

**1.2 QUALITY PERFORMANCE**

**40 Marks**

For Normal Cases: No Defects / No Deviation / No Failure:

40 Marks

i) Rejection Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - Low severe nature	0 Marks 5 Marks 10-25 Marks
iii) Number of deviations	1. No deviation 2. No. of Deviations $\leq 2$ 3. No. of Deviation $> 2$	5 Marks 2 Marks 0 Marks

**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

**A. FOR WORKS / CONTRACTS**

i	Submission of order acceptance agreement, PBG, Drawing 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 requirement 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 agreement, PBG, Drawing and Other documents with in time.	5 Marks
ii	Attending complaints and requests for after sales service / warranty repairs and / or query / advice (up to 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.	4 Marks