Section 3 Special Conditions of Contract (SCC)

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<u>[01]</u>

SPECIAL CONDITIONS OF CONTRACT

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1. <u>GENERAL</u>

- 1.0 Special conditions of contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of rates, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.1 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each with and into the contract so far as itmay be practicable to do so.
- 1.2 Where any portion of the GCC is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies of variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.
- 1.3 Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract price) shall be deemed to have included such cost.
- 1.4 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/codes of practice for detailed specifications covering any partof the work covered in this Bidding on the contractor.
- 1.5 In partial modification to Clause No.21.0 of GCC the following shall apply:

In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:

- i) Letter of acceptance along with statement of Agreed variations.
- ii) Fax / Letter of Intent / Fax of Acceptance
- iii) Schedule of Rates as enclosures to letter of acceptance
- iv) Job / Particular Specifications
- v) Drawings
- vi) Technical / Material Specifications
- vii) Special Conditions of Contract

- viii) General Conditions of Contract
- ix) Indian Standards
- x) Other Applicable Standards
- xi) Contract Agreement
- xii) Instruction to Bidders (ITB)
- 1.6 It will be contractor's responsibility to bring to the notice of Engineer-incharge any irreconcilable conflict in the contract documents before starting the work(s) of making the supply with reference which the conflict exists.

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

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

2.0 <u>THE WORK</u>

2.1 Scope of work

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

2.2 Scope of Supply

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

2.3 Time schedule

- 2.3.1 The work shall be executed strictly as per time schedule given in Annexure-3 to SCC. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting, demobilization and completion in all respects to the satisfaction of the Engineer-in-Charge.
- 2.3.2 A joint program of execution of work will be prepared by the Engineer-in-Charge and Contractor. This program will take into account the time of completion mentioned in 2.3.1 above.
- 2.3.3 Monthly/Weekly execution program will be drawn up by the Engineer-in-

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

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

2.4 Measurement of Works

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

2.5 Terms of Payment

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

2.6 Temporary Works

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

2.7 Contractor's Temporary Structure

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

by equipment to their satisfaction. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction.

2.8 Statutory Approvals

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

The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction of the work is into delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractor on production of documentary evidence.

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

2.9 Quality Assurance

- 2.10.1.1 Bidder shall include in his offer the quality assurance program containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of contract detailed quality assurance program shall be prepared by the contractor for the execution of Contract for various works, which will be mutually discussed and agreed to.
- 2.10.1.2 The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.
- 2.10.1.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the in the form of QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning.

The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and dispatch of materials.

- 2.10.1.4 The Employer/ consultant / Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 2.10.1.5 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer- in-charge feels that contractor's QA/QC Engineer (s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of engineer-in- charge.
- 2.10.1.6 In case contractor fails to follow the instructions of Engineer –in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer in –charge.
- **2.10.1.7** The contractor shall adhere to the quality assurance system as per specification enclosed in the bidding document as **Annexure-6**.

2.10 Notice and Licenses

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

2.11 Working Hours

Depending upon the requirements, time schedule/ drawn up programs and the target set to complete the job in time the works may have to continue beyond normal working hours to the extent of round the clock and on holidays also for which no extra claim shall be entertained.

2.12 Responsibility of Contractor

Preparing approaches and working area for the movement and operation or the cranes, leveling the area for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. The procurement and supply in sequence and at the appropriate time of all materials and consumables covered under Contractor's scope of supply shall be entirely the Contractor's responsibility. Contractor shall not use any of the equipment or materials issued to him by Owner for temporary works, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deduction at penal rates will be made from the Contractors bill for such quantities that are misused.

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

2.13 Additional Works/Extra Works

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

2.14 Compensation for Idle Time

The owner shall make every reasonable effort to have the materials and working front available so as not to delay laying activities. No idle time claim shall be entertained under any circumstances.

2.15 **Power and Water Connection**

The Purchaser/Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water during connection from relevant authority and will pay its usage charge or arrange the same from the other sources.

2.16 Penalties

- 2.16.1 In case of proper barricading is not provided, along the trench and pits, as per technical specification for laying of PE Pipeline, the work shall be immediately suspended till such time proper barricading as per the technical specification is provided and Rs. 1000.00 per case / location per day shall be levied as penalty till such time the barricading is provided. In case the contractor fails to provide the barricading for long time, at the discretion of Owner, the work shall be offloaded to some other agency at the risk and cost of the contractor.
 - 2.16.2 Installation/ Works to be carried out by the contractor as per the latest industry recommended practices/ latest relevant standards/ latest relevant code/ technical specification/ SOR. In case of any conflict among above, most stringent requirement shall be adopted. If installation/ works carried out by the contractor is not as per the latest industry recommended practices/ latest relevant standards/ latest relevant code/ technical specification/ SOR, and rectification of the same is not completed within the stipulated time, a penalty of Rs. 2000.00 per connection shall be levied on the contractor.

- 2.16.3 In case it is noticed and confirmed by the consultant / Third Party Agencies / Owner's Site-In Charge that any fusion jointing and conversion is being carried out by personnel other than approved / qualified technicians as per the technical specifications for laying of PE pipelines and technical specifications for installation of GI/Copper Pipes, Rs. 1000.00 per joint or conversion shall be levied and the person supervising the work shall be suspended from Client's/Owner's/PMC's Site.
- 2.16.4 All TF Done need to be got verified for saddle and TF Joint leakage through our Project Engineer/ Third Party Agencies with 2 color photographs per Connections clearly showing the latitude/ Longitude, date, Location. Witness by team consisting of Project Engg/ Third Party Agencies. The photograph should cover Team member Photo/ Location of House from distance 5-10 meters. While claiming RA bill, for each connection above photo need to be produced failing which a penalty of Rs. 500.00 per connection will be deducted from Contractor's RA Bills. In Play store for this various app is available like "GPS map Camera".
- 2.16.5 In case in delay in conversion for more than 1 weeks from RFC date & fails to submit customer consent form duly signed by customer & approved by HNGPL engineers then penalty @0.5 SCM per day at prevailing PNG rates will be imposed & recovered from contractors bills the penalty will be applicable in slab of 10 days for eg., the delay of 1 to 10 days will attract penalty for 10 days gas charges, 11 to 20 days penalty of 20 days gas charges shall be imposed & so on...
- 2.16.6 Material reconciliation statement must be provided with each running bills.
- 2.16.7 Contractor is expected to complete 50 to 60 no. of house hold connection with NG in per month who has been awarded around 100 nos. DPNG connections Release order, if same is not completed within the 30 days from the date of allotment of individual connections, a penalty of Rs. 1000/- per connection shall be levied to the contractor. For example, if we given any New Connection through e-mail then from that day 30 days cycle begins and need to be completed within 30 days else above penalty will be applicable.

The grace period of one (01) week is applicable on the above monthly target. In case there is delay (attribute to Contractor) in achieving monthly target after a grace period of one (01) week, a penalty shall be levied @ Rs. 1000 per connection of delayed quantity and the same shall be deducted from their running advance (RA) bill.

Proper inspection of bought out items at site by HNGPL is to be ensured by contractor within 1 week from the date of arrival of material at site failing which no amount will be certified against supply as well installation in RA bill

Penalty for said works shall be dealt as per Release order wise.

If Consumer connection is not feasible for doing GI & NG for awarded work order, on that case depending upon the site conditions, Site engineer & EIC decision in this regard shall be final & acceptable.

If we delay in giving you the DPNG Connection/PE laying to the contractors as per site condition as decided by EIC, in that case contractor is expected to complete no. of house hold connection/PE laying on monthly basis.

If HNGPL failed to give you DPNG connection/PE Laying to the contractor, in that case no penalty till such time.

Further, if awarded DPNG connections/PE laying to the contractors are varies from stipulated DPNG connections/PE laying as mentioned above or varies as per site condition as decided by EIC, in that case Contractor is expected to complete no. of house hold connection/PE laying monthly on pro-rata basis as decided by EIC.

- 2.16.8 In case Fusion machine with GPS facility is not available at site, a penalty shall be levied @ Rs. 500 per joint per machine.
- 2.16.9 Quarterly Closure Statement/ Report must be provided after every quarter, failing which a penalty of Rs. 5000.00 per week of delay will be deducted from Contractor's RA Bills. Format of Quarterly Closure Report will be provided by EIC.
- 2.16.10 If contractor complete GI connection in gasified area & NG will be done on same day or next day the contractor must submit the JMR. if extra pipe is coming out beyond the GI Connection, the contractor is responsible for providing a cheque along with JMR within 12 days. If contractor fails to submit the JMR within the timeframe will result a Penalty of Rs. 500/- per JMR.
- 2.16.11 When the GI connection is completed in gasified area & the TF work is done, the pedestal installation must be completed within 4-7 day. Restoration work should be completed within 10-15 days. If contractor fails to complete the pedestal installation within the specified 4-7 days, a penalty of Rs.500/- will be imposed per connections. If the restoration work is not completed within the 10-15 days period, a penalty of Rs. 1000/- will be applicable.

Depending upon site conditions, EIC can modify the various penalties and decision of EIC in this regard shall be final and acceptable.

3.0 <u>CONSTRUCTION</u>

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

3.1 Rules and Regulations

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

3.2 Procedures

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

3.3 Security

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

3.4 Drawings and Documents

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

- 3.4.2 The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. HNGPL shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.
- 3.4.3 All documents and drawings including those of Contractors sub-vendor's Manufacturer 's etc. shall be submitted to Employer/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.
- 3.4.4 The review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.
- 3.4.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineerin-charge/ Employer/Consultant at any time during execution of the contract. However no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.
- 3.4.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

3.5 Excavation by blasting

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

3.6 Construction Equipment & Mechanization of Construction Activities

Contractor shall, without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, adopt as far as practicable, mechanized construction techniques for major site activities.

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

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

Wherever Structural/Piping works are included in the scope, the Contractor's responsibilities shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches

working areas for the movement/operation of cranes and leveling the areas for assembly/erection to ensure effective mechanization on the works. The Contractor shall acquaint himself with availability of access, facilities such as railway siding, local labour etc. and the Contractor may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same. It may be noted that all fabrication work shall be carried out in fully mechanized workshops to reduce site fabrication to minimum.

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

- (i) Billing
- (ii) Planning & Scheduling
- (iii) Progress Reporting
- (iv) Material Control & Warehousing
- (v) Safety Records
- (vi) Resource Deployment
- (vii) Communication

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

3.7 Site Organization

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

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

3.7.1 SUPERVISION

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

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

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

3.8 Health Safety and Environment (HSE) Management

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

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

In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

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

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

3.9 General Guidelines During and Before Erection

- 3.9.1 The Contractor shall be responsible for organizing the lifting of the structural element, equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other structures/ equipments are kept open.
- 3.9.2 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be Supplied and installed by the Contractor as required till the installation work is satisfactorily completed.

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

- 3.9.3 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines shall be fulfilled by the Contractor.
- 3.9.4 Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained.

Verticality shall be maintained. Verticality shall be verified with the Theodolite/advanced instruments,

3.10 Construction Photographs

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

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

3.11 Schedule of Labour Rates

Schedule of Labour Rates attached as **Annexure-10** to SCC shall be used for analysing rates for extra items.

Schedule of equipment rates attached as **Annexure-11** to SCC shall be used for analysing rates for extra items.

3.11.1. **Construction Equipment**

Minimum construction equipment to be deployed is enclosed as **Annexure-8** to SCC. However, Any other equipment required for completion of pipeline laying work but not specifically mentioned here, shall be deployed by contractor without any additional cost. The list of equipments mentioned in **Annexure-8** is the minimum to be deployed by contractor and contractor shall ensure the availability at site of listed equipments in good working condition.

3.12 Specific Requirements

Specific requirements spelt out in various technical parts of the Bidding Document shall be followed by Contractor.

3.13 SITE CLEANING

- 3.13.1 The BIDDER shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.
- 3.13.2 Working site should be always kept cleaned up to the entire satisfactions of the Engineer-in-charge.
 Before handing over and work to owner, the BIDDER in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

3.14 SURVEY OF WORK

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

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

WORK shall be suspended for such times as necessary for checking lines and levels on any part of the WORK.

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

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

3.15 MANPOWER DEPLOYMENT

3.15.1 Bidder shall meet the requirement regarding deployment of minimum skilled manpower as specified in the bidding document at **Annexure-9**.

3.15.2 Schedule of Labour & Equipment Rates

Hiring / Recovery Rate for Deployment of Manpower attached as **Annexure-9** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of manpower.

3.15.3 Equipment Hiring / Recovery Rates attached as **Annexure-11** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of equipment.

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

- 3.16.1 In case during execution, adequate front is not available at site, contractor may request for delayed mobilization of certain equipments / manpower and submit for approval of Engineer-in-charge.
- 3.16.2 Contractor shall maintain record of actual mobilization of each equipment and key personnel and offer the same to EIC on monthly basis.
- 3.16.3 In case of delay in mobilization or shortfall in mobilization of equipment and key personnel w.r.t. approved deployment of equipments and manpower, recovery shall be effected from contractor's running bills as certified by ENGINEER INCHARGE.
- 3.16.4 If found necessary, HNGPL may deploy any equipment / manpower and recover the amount for such deployment as per rates provided at Annexure- 10 & Annexure- 11 to SCC respectively.
- 3.16.5 In case of early mobilization or additional mobilization of equipment as compared to required equipments to meet the schedule requirement. Contractor shall not be entitled for any extra claim.

- 3.16.6 An equipment and key personnel may be demobilized by the contractor on completion of its equivalent at site after written clearance of Engineer-in-charge. Unilateral withdrawal of any equipment / key manpower by the contractor will attract recovery as per rates specified in **Annexure- 08 & Annexure- 09** to SCC.
- 3.16.7 In case of final bill, contractor shall be required to submit NOC from subcontractor about receipt of full payment from the contractor.
- 3.16.8 Contractor shall maintain record of actual mobilization of each equipment and key personnel. Joint record of equipment mobilization will be maintained month-wise. Further a copy of hindrance register for the specified period (RA bill period) duly signed by contractor HNGPL shall be maintained and submitted along with each RA bill.

4.0 <u>TESTS, INSPECTION AND COMPLETION</u>

4.1 Tests and Inspection of Material under Contractor's Scope

Inspection and test prior to shipment of material and at final acceptance shall be as specified in Technical Specification. However, without prejudice to the provision of Technical Specification following shall hold good.

The Owner/Consultant or its representative shall have the right to inspect ad or to test the material to conform their conformity to the specification.

If any inspected or tested material fail to conform the specification, the Owner/Consultant may reject them and the contractor shall either replace the rejected materials or make all the alteration necessary to meet the specification, free of cost to the purchaser/consultant.

The Purchaser / Consultant's right to inspect, test and where ever necessary reject the material after the material's arrival in the purchaser / consultant site shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the purchaser/ Consultant or their representative prior to the material shipment from the material supplier.

Tests and Inspection during execution

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

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

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

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

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

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

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

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents. Any work not conforming to execution drawings, specifications or codes shall be rejected and the Contractor shall carryout the rectifications at his own cost.

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

4.2 Final Inspection during execution

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

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

4.3 Documentation

4.3.1 As - Built Drawings

Notwithstanding the provisions contained in standard specifications, upon

completion of commissioning, the BIDDER shall complete all of the related approved drawings along with bill of materials to the "AS BUILT" stage provide to a **scale of 1:200** and submit to HNGPL., the following:

- a) One complete set in reduced size (279 mm x 432 mm).
- b) One complete set of Soft Copy in CD of all original drawings.
- c) One complete set (original) of approved prints in A2 / A3 sizes for site office and one set for HNGPL.

4.3.2 Completion Document

The following documents shall be submitted in hard binder by the BIDDER in two sets One complete set (original) for site office and one set for HNGPL), as a part of completion documents: -

- a) Copies of the Inspection reports, Laying Graphs, HDD Profiles (IF ANY)and valve pit drawings (IF ANY).
- b) Pre testing, final Hydrostatic / pneumatic and other Test results and reports.
- c) Consumption statements of PE / GI certified by Owner's Site Engineer.
- d) Final Material Reconciliation, stores issue & return statements
- e) All other requirements as specified in the respective specifications.
- f) Completion Certificate issued by Owner's Site Engineer.
- g) No claim certificate by the BIDDER.
- h) Completion certificate for embedded and covered up works wherever applicable.
- i) Recovery statement, if any.
- j) Deviation statement.
- k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- I) Copies of deviation statement and order of extension of time, if granted.
- m) Any other contractual documents required on completion.
- n) Total list of houses in the area allotted to him giving details of connections provided & reasons where connection could not be given /completed.
- o) The details recorded in measurement cards of every domestic house.
- p) Details of houses where extra piping done along with materials used.
- q) Total material consumption report.
- r) Material reconciliation with respect to the materials issued.
- s) Test reports & test certificates of gauges etc.
- t) Any other documents / records required.

4.4 Issue and Reconciliation of Material

Refer Annexure-7 to SCC for details.

4.5 GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the Contractor and the

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

5.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER (if applicable) Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Employer for record.

6.0 CONTRACT PERFORMANCE GUARANTEE

Please refer clause no. 37 of ITB (Vol. I) & clause no. 24.0 of GCC (General Condition of Contract) & BDS. In addition to above, following will also apply:-

- 6.1 In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- 6.2 The Employer shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honor any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer shall have the option to terminate the Notification of Award of Work and forfeit the Bid

Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

- 6.3 Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty / guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid till expiration of the guarantee period for entire works covered under the contract.
- 6.4 In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer may without prejudice to any other right or remedy available to the Employer, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 27 of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

7 TAXES, DUTIES AND LEVIES IN INDIA

7.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, custom duty, Applicable Cess, 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 with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors 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/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of all taxes / Trade tax/ turnover tax as applicable.

- 7.2 Employer shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.
- 7.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.
- 7.4 Bidder shall take care of all applicable taxes & duties while submitting their prices.
- 7.5 Any errors of interpretation of applicability of taxes/ duties by Bidders shallbe to their account.

8. SUBSEQUENT LEGISLATION

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

9.0 CUSTOMS DUTY ON CONSTRUCTION EQUIPMENTS

9.1 Contractor is liable to pay custom duty on the equipments brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable

on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.

9.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer, the Employer may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer, of the like amount in the form and from a Bank in India approved by the Employer.

- 9.3 If for any reason the Employer is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer pay the same to the Employer, with the right in the Employer/Consultant (without prejudice to any other mode of recovery or right of the Employer/Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Employer, by the Contractor infavor of the Employer for an amount equivalent to amount of custom duty.
- 9.4 The obligations undertaken and/or any bond or facility provided by the Employer to the Contractor shall be based on the clear understanding that the said equipment shall be utilized by the Contractor only for the performance of

the work covered under this contract and that the Employer/Consultant shall be discharged forthwith from all said obligations and shall be entitled forth with to discontinue and recall any bond or other facility to the Contractorif the Contractor shall utilize or permit to be utilized the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @22% (Twenty two percent) per annum from the date of relative payment by Employer up to the date of recovery in full.

10 ISSUE OF CERTIFICATE- PERTAINING TO IMPORT

HNGPL. shall not provide any kind of certificate.

11 IMPORT LICENCE

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

12 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

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

13 INTELLECTUAL PROPERTY

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

Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

14 FIRM PRICE

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

15 WORKS CONTRACT

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

16 **PROVIDENT FUND ACT**

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

17 TEAM MOBILIZATION

When the contractor accepts the Work Order/Letter of Acceptance (LOA), the contractor must mobilize their team within 15 days of accepting the Work Order/LOA. If the contractor fails to fulfill this condition, the Earnest Money Deposit (EMD) will be forfeited. If the contractor does not respond to an email notification/ Letter within 30 days, they will be placed on the Holiday List for a period of 2 years.

18 TERMS OF PAYMENT

18.0 Basis and terms of payment for making "On Account Payment" shall be as setout in Annexure-5 to SCC.

19 COORDINATION WITH OTHER AGENCIES

19.0 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

20 ROYALTY

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

21 THE FACILITIES FOR WORKMEN

21.0 Following facilities are to be ensured at all work places where workmen are deployed/engaged by Contractor & any other, as required by law at the time of execution.

Arrangement of first aid Arrangement for clean drinking water. Toilets Canteen where tea & snacks are available A crèche where 10 or more women workmen are having children below the age of 6 years.

22 ARBITRATION

- 22.0 Clause No. 107.0 of GCC-Works pertaining to Arbitration shall be replaced by the following:-
- 22.0.1 All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.
- 22.0.2 The Employer/Consultant (HNGPL) shall suggest a panel of three independent and distinguished persons to the other party (Bidder/Contractor/ Supplier/Buyer as the case may be) to select any one among them to act as the sole Arbitrator.
- 22.0.3 In the event of failure of the other party to select the sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and the Employer/Consultant shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Employer/Consultant on the appointment of Sole Arbitrator shall be final and binding on the parties.
- 22.0.4 The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the Parties. The arbitration proceeding shall be in English language and the venue shall be at Delhi, India.
- 22.0.5 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.
- 22.0.6 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Uttarakhand (India).
- 22.0.7 Bidders/ Supplier/ Contractors may please note that the Arbitration & Conciliation Act, 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL, model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

23 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

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

24 CHECKING OF LEVELS

- 24.0 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.
- 24.1 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

25 STORAGE FACILITIES

25.0 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities within the quoted price.

26 COMPUTERIZED CONTRACTORS BILLING SYSTEM

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

The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by HNGPL. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to HNGPL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

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

27 ORDER PLACEMENT OF BOUGHT OUT ITEMS

The contractor is required to place firm order for all bought out items of adequate quantity (including 1st lot in those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC) within 30 days

from the date of placement of order, failing which owner reserves the right to procure the same at the risk & cost of the contractor. However the contractor shall always take prior approval of owner and consultant for items required to be procured.

Further lots (for those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC) shall be procured after suitable period so as to ensure adequate availability of material at site throughout the execution period).

Proper inspection of bought out items at site by HNGPL is to be ensured by contractor within 1 week from the date of arrival of material at site failing which no amount will be certified against supply as well installation in RA bill.

28 **REQUIREMENTS FOR CONTRACTOR AT SITE**

- 28.0 Contractor shall establish site office in the respective areas with adequate facilities like tables, chairs, telephone, and computer with mailing facility etc. for effective communication and documentation.
- 28.1 Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.
- 28.2 Contractor shall supply transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, thisvehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.
- 28.3 Contractor shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meeting with HNGPL & other authorities or customers as required, without any undue delay.
- 28.4 Contractors shall provide cell phones to their supervisors for day to day communication with HNGPL and site representatives of HNGPL
- 28.5 The site in-charge must be a permanent employee of the contractor having desired qualification and work experience, Any change in key persons working at site shall be informed to the Owner promptly.
- 28.6 Owner will not allow switching/ swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.

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29 COMPLIANCE WITH LAWS

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

29.0.1 Contract Labour (Regulation & Abolition) Act 1970 & the centrerules,1971 framed there under.

- 29.0.2 Payment of Wages Act.
- 29.0.3 Minimum Wages Act.
- 29.0.4 Employer's Liability Act.
- 29.0.5 Factory Act.
- 29.0.6 Apprentices Act.
- 29.0.7 Workman's Compensation Act.
- 29.0.8 Industrial Dispute Act.
- 29.0.9 Environment Protection Act.
- 29.0.10Wild life Act.
- 29.0.11Maritime Act.
- 29.0.12Any other Statute, Act, Law as may be applicable.
- 29.0.13PNGRB Act.

30 NOTES TO SCHEDULE OF RATES (SOR)

- i) The SOR items would be operatable as per job requirement.
- ii) The quantities stated in SOR are tentative and may vary considerably on \pm side depending upon site condition, methodology adopted as per site requirement. The payment will be made as per actual certified Measurement at site and as instructed by EIC.
- iii) The scope as mentioned in the SOR is of **indicative nature only** and shall include all activities as detailed in the relevant clauses of the specifications attached and other relevant documents enclosed with tender.
- iv) Any other materials & activities not mentioned/covered in SOR, but otherwise required for satisfactory completion/safety of work as defined in tender has to be supplied /done by contractor with in the specified schedule at no extra cost to owner.
- v) Contractor shall be required to deploy adequate no. of plumbing teams to ensure domestic conversions expeditiously.

31 PRICE REDUCTION SCHEDULE

The Price reduction schedule shall be applicable at the rate mentioned as per clause no. 27 of GCC-Works as per following:

In case of delay in completion of work as per total scope of work within the completion schedule, Price Reduction Schedule shall be applicable at the rate of $\frac{1}{2}$ % of the contract Price per week of delay or part thereof.

The maximum PRS shall be 5% of total contract Price.

For PRS purpose, Contract value shall be excluding of GST.

The compensation on account of any liability (lies) including penalties other than above shall be as per provisions of bidding documents and shall be applicable in addition to PRS.

32 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIESOF MAIN CONTRACTOR

Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, HNGPL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

33 SUB-LETTING OF WORKS

Pursuant to Clause No. 37 of GCC-Works:

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part there of or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill.

34 BONUS FOR EARLY COMPLETION

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

35 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents/ Procedure of HNGPL.

36 WAY BILL / ROAD PERMIT:

Shall be issued by Owner only for transportation of free issue material from one state to another.

37 LOCAL EMPLOYMENT

In order to encourage local employment, contractor shall endeavour to deploy personnel pass-out from local institutes including execution of

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non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost localemployment.

38

COMPLETION CERTIFICATE

Engineer-in-charges against the contract shall be HNGPL, however, the completion certificate shall be issued by HNGPL. The provisions of GCC are modified to this extent.

39 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of HNGPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to HNGPL in this respect and the Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

40 SUMMARY OF INSURANCE POLICIES

No.	SCHEM E	APPLICABILIT Y	PREMIUM/CO N TRIBUTION	SUM ASSURED/ BENEFIT S	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI mentioned at Sl. 1)	Applicable to Excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Medical policy within overall premium @ 3.25 % of Minimum wages (i.e. employer Contribution towards ESI)	Provides compensatio n and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 3 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

					any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	-Eligibility – age group 18 to 70 years - Applicable to all resources of the Contractor	Rs. 20/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJB)	Eligibility – age group 18 to 50 years. (can continue upto 55 years) - Applicable to all resources of the Contractor	Rs. 436/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

[02]

ANNEXURES TO SCC

<u>C O N T E N T S</u>

Annexure-1	:	Scope of Work
Annexure-2	:	Scope of Supply
Annexure-3	:	Time Schedule
Annexure-4	:	Measurement of Work
Annexure-5	:	Terms of Payment
Annexure-6	:	Quality Assurance
Annexure-7	:	Conditions for issue & reconciliation of material
Annexure-8	:	Minimum no. of Construction equipment to be deployed
Annexure-9	:	Minimum no. of skilled manpower to be deployed
Annexure-10	:	Schedule of Labour Rate
Annexure-11	:	Schedule of Equipment Hourly Rental Rate

SCOPE OF WORK

(ANNEXURE -I TO SPEICAL CONDITION OF CONTRACT)

ANNEXURE-1 TO SCC

1.0 SCOPE OF WORK

Scope of work shall be as detailed in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document.

SCOPE OF SUPPLY

(ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-2 TO SCC

1.0 <u>SCOPE OF SUPPLY</u>

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

Owner's scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

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

PE pipe of various length which are not in scrap category as per SCC clause (Annexure-7, point no. 1.6), owner can issue such pipe length to contractor for laying &installation purpose.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as **Annexure-7** to Special Conditions of Contract.

1.2 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

TIME SCHEDULE

(ANNEXURE-3 TO SPECIAL CONDITIONS OFCONTRACT)

ANNEXURE-3 TO SCC

TIME SCHEDULE

Name of Work	Scope of work	Time of Completion
Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA	As per specified in Section -IV	12 months from the issuance of FOA or specified in FOA

Note: The above time schedule is inclusive of mobilization period.

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

(STAMP & SIGNATURE OF BIDDER)

MEASUREMENT OF WORK

(ANNEXURE-4 TO SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

ANNEXURE-4 TO SCC

MEASUREMENT OF WORK

1.0 <u>GENERAL</u>

- **1.1** The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- **1.2** Payment will be made on the basis of joint measurements taken by Contractor and certified by HNGPL Engineer. Measurement shall be based on "Approved for Construction" drawings, to be the extent that the work conforms to the drawings and details are adequate. 3-5% checking of measurement work shall be by EIC..
- **1.3** Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- **1.4** Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- **1.5** The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- **1.6** Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- **1.7** No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- **1.8** Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.

i)	Weight	:	MT or Kg
ii)	Length	:	M (Meter)
iii)	Number	:	No.
iv)	Volume	:	Cu.M
v)	Area	:	Sq.M

2.0 <u>PIPING</u>

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

3.0 FOR PIPELINE CROSSINGS BY HDD (if required) / BORING / MOLING METHOD

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

TERMS OF PAYMENT

(ANNEXURE-5 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-5 TO SCC

1.0 **TERMS OF PAYMENT**

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

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

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

For SOR item 1.1 FOR OPEN TRENCHING METHOD

70%	Trenching, lowering, electro-fusion jointing of pipeline along with installation of Transition fitting, back-filling and compaction for the PE pipeline length as per the scope of work.
10%	Testing of PE pipeline
5%	Purging with nitrogen of the PE pipeline
5%	Commissioning with natural gas of the PE pipeline
10%	Submission of all documents / As built drawings and closure of
	contract.

FOR MOLING METHOD

70%	On manual moling, installation & electro-fusion jointing of PE pipeline along with installation of Transition fittings, back-filling of moling pits, pits restoration as per the scope of work.
10%	Testing of PE pipeline and restoration
5%	Purging with nitrogen of the PE pipeline
5%	Commissioning with natural gas of the PE pipeline
10%	Submission of all documents / As built drawings and closure of
	contract.

For SOR item 1.2

After Complete restoration (local area wise) as per the standards (bidder may note that restoration work shall be carried out after
successful testing and commissioning in respective area).

20%	After obtaining NOC from respective owner /EIC.
10%	After Completion of all works and closure of contract.

For SOR item 1.3

30%	Supply of casing (HDPE) pipe
40%	Installation of HDPE pipe
10%	Testing of PE pipeline
5%	Purging with nitrogen of the PE pipeline
5%	Commissioning with natural gas of the PE pipeline
10%	Submission of all documents / As built drawings and closure of
	contract.

For SOR item 1.5 & 1.6

90%	Completion of work as per SOR including supply.
10%	After submission of documents and closure of contract

For SOR item 2.1

90%	On procurement of GI pipes, Completion of installation of pipes including all fittings, valves, etc. and clamping, Testing of installations &, painting,
	Commissioning including all related activities.
10%	After submission of documents and closure of contract

For SOR item 2.3

90%	Upon installation of meters (free issue) and supply and complete installation of rubber hose all its associated work. Conversion of burners and gas charging (i.e., commission work).
10%	After submission of documents and closure of contract

For SOR item 2.5

70%	Upon supply of items.
10%	Upon Complete installation of item's and all its associated work.
10%	Commissioning / gas charging
10%	After submission of documents and closure of contract

For SOR Item No. 3.0 registration Work

Payment for the registration work shall be made for the actual no. of registration as follows:

10%	On submission of consumer detail confirming to take connection
20%	Submission of forms duly filled and signed by consumer

60%	After technical inspection (For ascertaining whether connection can be given or not) and collection of security amount from consumer (security amount to be collected only if connection is feasible technically)
10%	After final charging of gas in the consumer connection

2. Any other work (Not mentioned above)

- a) Completion of individual work as per SOR including supply:90% (wherever applicable)
- b) Completion of all activities and their acceptance submission offinal documents, final bill and acceptance of these by owner thereafter for successful closure of work order:: 10%

Note: Any further breakup of each activity for the payment purpose can be done depending upon the site situation / requirement and recommendation by EIC and approval of constructionin-charge.

3. Payment Methodology

- I. The Contractor shall raise invoices (as per GST Act/ rules) on monthly basis. Bidder shall enclose all documents as per checklist issued by HNGPL including during Kickoff meeting
- II. The payment of the contractor will be released within 30 days from the date of receipt of complete invoice as per terms and condition of the contract.
- III. Employer will release payment through e-payments only as detailed in bidding document.
- IV. All payments against running bills are advance against the work and shall not be taken as Final acceptance of work / measurement carried out till the final bill.
- V. Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
- VI. Successful bidder(s) to submit material reconciliation certificate along with each bill.
- VII. Bills shall be raised by contractor in line with check list attached in Tender document.
- VIII. As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not

have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

- IX. HNGPL's PAN No. is AADCH8780N.
- X. All RA Bills shall be submitted to EIC of HNGPL.

All bills are to be submitted through Central Dak System as under:

- 1. All Bills should be submitted in a Closed Envelope.
- 2. Following details should be written on the cover of the Closed Envelope without fail:
- · Vendor Name & Vendor Code
- · Invoice Number with Date of Invoice
- · Invoice Amount
- Name of the Engineer in Charge
- · Nature of Bill

QUALITY ASSURANCE (ANNEXURE-6 TO SPECIAL CONDITIONS OF CONTRACT)

For Details - (Refer our Technical Specification of same is enclosed in Section 4 of tender document.)

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL

(ANNEXURE-7 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-7 TO SCC

1.0 <u>CONDITIONS FOR ISSUE OF MATERIALS</u>

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable.

- **1.1** Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material forincorporation in permanent works.
- **1.2** Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.
- **1.3** The contractor shall beer all other cost including lifting, carting from issue points to work site/ contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.
- **1.4** No material shall be allowed to be taken outside the plant without a gate pass.
- **1.5** The contractor shall be responsible for proper storage, preservation and watch& ward of the materials.

1.6 Reconciliation of Owner supplied materials

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

Waste materials like part lengths of pipes and other partly used items are the property of HNGPL. and must be returned to the store with the appreciate documentation so that they can be considered as part of the material reconciliation.

Item	Unaccountable	Scrap
Regulators,	0%	0%
meters		
GI Service Pipes	2%	2% (less than 0.5 mtrs)
PE Pipes	2%	2% (less than 2.0 mtrs)
Consumables	Discretionary	-

* In case supplied by Owner

Unaccountable wastage / scrap shall be at actual as per site assessment subjectto maximum as stated above.

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

1.6.2 All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard(s). In case the Contractor fails to do so/ or exceeds

the limits of allowances specified above for scrap/ serviceable materials, then

recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 125% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment/weighment/ measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials.

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

CONSTRUCTION EQUIPMENT TO BE DEPLOYED

(ANNEXURE-8 TO SPECIAL CONDITIONS OF CONTRACT)

<u>ANNEXURE-8</u>
MINIMUM NO. OF CONSTRUCTION EOUIPMENT TO BE DEPLOYED

Sl. No.	Description of Item	Qty. to be Deployed* for Haridwar (by each tenderer)
i.	Electro-fusion machine with Bar Code, GPS antena , Memory to store upto 2048 weld data , USB interface and control box with leads	2
ii.	Moling Equipment	As and when required
iii.	PE Squeeze Tools for 20mm / 32mm Pipes	2
iv.	Universal pipe scrapper 20mm, 32mm / hand scrappers	2
v.	Tapping tools for PE service tees	2 sets of all size
vi.	PE pipe cutter / Guillotine	2
vii.	Gas detection equipment, wherever required	As and when required
viii.	Cable and pipe locator	As and when required
ix.	PE closure plugs / test ends for 20mm / 32mm pipes	As and when required
X.	Towing heads	As required
xi.	Pipe alignment clamps, jointing of elbow, tee, top loading clamps fortop tee	2
xii.	Pipe straightners, re-rounding tools of all pipe sizes	2
xiii.	Jumping Jack compactor	As and when required
xiv.	Roller for asphalting	As and when required
xv.	Water tanker	As and when required
xvi.	Hammer Drill	2
xvii.	Power Generator a) 5.5 kVA, b) 2.5kVA	1 2
xviii.	Piston Drill	As and when required
xix.	Conversion Kit	As and when required
XX.	Pneumatic Test Pumps	2
xxi.	Die sets for thread preparation	2
xxii.	Soldier Torch	4
xxiii.	Cleaning pads	4
xxiv.	Cleaning Brush	4
XXV.	Voltage Stabilizer	2
xxvi.	Calibrated Pressure Gauge (0-6 Bar)	4
xxvii	Acetone/ H2O2 (pipe cleaner)	As and when required
xviii.	Harness belts & clamps	As and when required

*) Number of equipment indicated hereinabove may be revised by Engineer In-charge for various sites depending on quantum of work and work front made available to the contractor. Any additional equipment requirement, whenever asked for by the Engineer In-charge, shall be deployed by the contractor at site without any additional cost to Owner

Notes:

1. Any other equipment required for completion of pipeline laying work but not specifically mentioned hereinabove, shall be deployed by contractor without any additional cost to Owner. Contractor shall deploy above mentioned equipments in good working condition & properly calibrated.

2. Mobilization shall be considered complete only after equipments having quantity specifically mentioned hereinabove / quantity decided by engineer-in-charge on case to case basis at siteare made available at site in good working condition as verified by EIC.

(SIGNATURE OF BIDDER)

MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED

(ANNEXURE-9 TO SPECIAL CONDITIONS OF CONTRACT)

<u>ANNEXURE-9</u>
MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED

S.No	Description	Requirement per contractor
1	Resident Construction Manager /Section Incharge	1
2	Engineer (QA/QC)	1
3	Safety Officer/Safety supervisor ***	1
4	Foreman/Supervisor	2
5	Document Controller	1
6	Store Keeper/ Store in-charge	1
7	Fusion Operation/ Jointer	2

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

TENTATIVE NO. OF SKILLED MANPOWER TO BE DEPLOYED

S.No	Description	Requirement per contractor
1	Skilled Workers (GI Plumber)	10
2	Plumber's Helper	10
3	NG Conversion Team	2
4	Skilled Workers (Moling Team)	As and when required
5	Unskilled Workers (Labour)	As and when required

***Note: -

<u>Safety Supervisor</u>: A dedicated Safety Supervisor having recognized degree in science or diploma in engineering with one-year experience of working as a safety supervisor in any oil & gas industry /chemical/construction industry shall be deployed up to 50 workers. Subsequently for every 50 workers, CONTRACTOR shall deploy one dedicated Safety Supervisor.

<u>Safety Officer</u>: A full time /dedicated qualified Safety Engineer/Officer shall be assigned for every 250 workers are employed at site/GA. The Safety Engineer/Officer shall possess requisite qualification and experience in line the Central/State Regulations.

(SIGNATURE OF BIDDER)

NOTES:-

- 1. Site Engineer/Section In-charge should be posted at Site.
- 2. The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule is given above and is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
- 3. The Manpower as identified above should have required qualification and adequate relevant experience.
- 4. The minimum no. of. skilled manpower to be deployed may however vary (increase/decrease) depending on availability of work front. The decision of EIC in this regard shall be final.

SCHEDULE OF LABOUR RATES

(ANNEXURE-10 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE -1 to SCC

SCHEDULE OF LABOUR RATES (FOR EXTRA WORKS)

Sl. No.	Classification Personnel	Rates in INR for 8 hours	Rate per Hour for OT, Sunday & Holiday
		Standard Time (Rs)	In Rs
1.	Engineer	3500/-	775
2.	Surveyor	1750/-	385
3.	Pipe Fitter	1000/-	220
4.	Pipe Welder	1750/-	385
5.	Gas Cutter	1155/-	250
6.	Grinder	1155/-	250
7.	Mason	800/-	175
8.	Plumber	800/-	175
9.	Carpenter	800/-	175
10.	Painter	800/-	175
11.	Electrician	1000/-	220
12.	Cable Jointer	800/-	175
13.	Instrument Technician	850/-	185
14.	Rigger	750/-	165
15.	Watchman/Helper	650/-	140
16.	Concrete Mixer Operator	850/-	185
17.	Heavy Machine Operator	1000/-	220
18.	Fusion Operation/ Jointer	850	185
19.	Safety Officer	2750/-	600
20.	Document Controller	1000/-	220
21.	Store Keeper/ Incharge	1000/-	220
22.	Foreman	2475/-	540

(SIGNATURE OF BIDDER)

NOTES:-

Above rates are final and Tenderer is to sign only without deviation.

EQUIPMENT RENTAL RATES FOR EXTRAWORKS (ANNEXURE-11 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-11 TO SCC

EOUIPMENT RENTAL RATES FOR EXTRA WORKS

SL. DESCRIPTION OF

NO. EQUIPMENT

HOURLY RENTAL RATES FOR

EXTRA WORKS INCLUDING CONSUMABLES

1)	Dozers	Rs. 6500/-
2)	Dewatering Pumps	Rs. 1500/-
3)	Fusion Jointing Machine	Rs. 5000/-
4)	Diesel operated power generators	Rs. 5000/-
5)	Gas cutting set with cylinders	Rs. 1250/-
6)	Compressor 600 CFM Capacity	Rs. 5000/-
7)	Trucks	Rs. 5000/-
8)	Car/Jeep	Rs. 2000/-
9)	Pipe bending m/c	Rs. 7500/-
10)	Tractor with trolley	Rs. 2000/-
11)	Tripod with 5 Tons Chain Pulley Block	Rs. 500/-
12)	Pipe Trailor (FB/ Semi Low Bed)	Rs. 10000/-
13)	Dumper	Rs. 7000/-
14)	Moling machine (Manual)	Rs. 3000/-
15)	Moling machine (Machine)	Rs. 5000/-
16)	JCB Excavator	Rs. 8000/-
17)	JCB Excavator with rock breaking tool	Rs.12000/-
18)	Compressors up to 300 CFM	Rs. 4000/-
19)	Concrete mixer 0.25 to 0.40 cum with hopper	Rs 1000/-or as required

NOTES:-

- 1) Rates are final and Tenderer is to sign only without deviation.
- 2) Rates are inclusive of operators / drivers as applicable
- 3) Rates are inclusive of contractor's overhead & profit
- 4) The recovery rate shall be the rates provided above plus 20%

(SIGNATURE OF BIDDER)

[03] PARTICULAR JOB SPECIFICATION

CONTENTS

<u>S. No.</u>	Description
1.0	Project Description & Scope of Work
2.0	General Terms and Condition
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4.0	Scope of Supply
5.0	Documents, Specifications, Standards & Drawings
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7.0	Project Scheduling & Monitoring
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10.0	Survey and Level/ Setting out Work
11.0	Order of Works/ Permissions/ Right of Entry/ Care of Existing Services
12.0	Make of Material/ Bought Out Items
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15.0	Documents to be submitted along with R.A. Bills
16.0	Insurance for Free Issue Material
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19.0	Appendix-I (List of Supplier for Bought Out items)

1.0 <u>GENERAL & PROJECT DESCRIPTION</u>

1.1 **PROJECT DESCRIPTION**

M/s Haridwar Natural Gas Pvt. Ltd, (JV of Gail Gas Ltd. & Bharat Petroleum Corporation Limited is engaged in development of CNG & City Gas Distribution Networks (CGDN) at Haridwar Geographical Areas in the country for distribution of CNG and PNG to various consumer segments.

Presently, HNGPL is developing CNG & City Gas Distribution Networks(CGDN) at Haridwar GA to supply Natural Gas to Domestic, Commercial, Industrial and Automobile Consumers in these Geographical Areas (GA).

This tender deals with the Laying, testing and commissioning of underground medium density Polyethylene (MDPE) service pipelines of size 32 / 20mm OD including PE/ GI transition fitting & installation of GI pipelines for Piped Natural Gas supply to domestic consumers in Haridwar city.

1.2 SCOPE OF WORK

The scope of work involves providing city gas connectivity to the consumers as per the following detail:

DPNG	4000 Domestic Connection	
Existing RFC to NG	500 Connection	
Commercial Connection	25 Nos (Tentative Qty, Connection will be done if required)	
Industrial Connection	2 or more nos (Tentative Qty, Connection will be done if required)	

Summary of Areas and Connection Counts:

- 1. Deep Ganga: 300 Customers
- 2. Haridwar Green: 800 Customers
- 3. Maruti Vatika: 250 Customers
- 4. Jurs Country: 115 Customers
- 5. IIT-Roorkee: 1850 Customers (New/Expected)
- 6. Msc Connection of Haridwar: 500-1000 Customers (New/Expected)

The above scope of work covers laying, testing and commissioning of underground medium density Polyethylene (MDPE) service pipelines of size 32 / 20mm OD from the nearest branch line of various sizes MDPE line to various end point consumers of Piped Natural Gas (PNG) in **Haridwar** City. Other than MDPE pipe, meter and regulators, all other materials shall be procured by the contractor as indicated in SOR.

The last mile Connectivity, at the end points of various domestic consumers, includes supply and Installation and testing of GI pipes, Meters (meter free issue) and regulators (regulators free issue), Isolation and appliance valve with all fittings etc.

Further the scope of work also includes identification of existing structures, buildings, roads,paves / by-lanes, nallahs, culverts, drains, utility lines, electric poles, type of ground surface

, and marking on drawings along with location of all houses by their names and identificationnumber along with preparation of drawings.

The broad scope of this tender comprised of but not limited to the following:

- Laying, testing & commissioning of PE service line (of size 32 / 20mm) along with Fittings and valves from the nearest existing branch line of various sizes to the Housing complex / society / individual houses etc including PE/GI transition pipe. Supply of fittings & valves are in the Bidders scope.
- Supply and installation of tapping saddle on existing PE pipe of various sizes of existing network.
- Installation of Regulators, meters & other associated fittings (including supply of fittings).
- Supply and above ground GI installation including riser kit (PE to GI transition fittings) from regulator at consumer end.
- Supply of copper tube, isolation valves & appliance valves.
- Supply & installation of GI Pipe connection within Kitchen of Domestic consumers including installation of meters (free issue), regulators (free issue), anaconda, appliance / isolation valve, brass fittings, copper tube etc complete in all respect.
- Conversion of Domestic appliances (like burner, hotplate etc) for application / use of PNG.
- Supply ,fabrication and installation of Plate marker.
- Making of PCC pedastal of grade (1:2:4) and size (8"X6"X4").
- Supply and Installation of TF along with GI Sleeve.
- Registration of Domestic PNG Connections.
- Reconciliation of material received from store each time before submission of RA bills.

GENERAL Terms and Condition

- i. Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, SOR, PJS of work, specifications, Drawings and any otherdocuments forming part of this contract wherever the context so requires.
- ii. 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 faras it may be practicable to do so.
- iii. Where any portion of the General Condition of Contract is repugnant, to or at variancewith 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 Condition of Contract and shall to the extentof such repugnancy, or variations, prevail.

- iv. The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the TECHNICAL SPECIFICATIONS contained herein and CODES referred to. Where the technical specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- v. 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.
- vi. It will be Contractor's responsibility to bring to the notice of Engineer-in- charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- vii. In the absence of any specifications covering any material, design of work(s)the same shall be performed/ supplied/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-in-charge, which will be binding on the Contractor.

3. Procurement

- 3.1.1 CONTRACTOR shall procure and supply all the materials other than OWNER supplied materials, required for permanent installation of pipeline and above groundGI Installation in sequence and at appropriate time. All equipment, materials, components etc. shall be suitable for the intended service. Approved vendor list has been indicated in the bid package for variousitems. For items which are not covered in the vendor list, CONTRACTOR shall obtain Owner's prior approval for the vendor based on PTR document.
- 3.1.2 CONTRACTOR shall procure all materials, components, equipment, consumable etc. required for successful completion of the pipeline system. CONTRACTOR shall also procure and supply spares required for pre-commissioning and commissioning/ start up as recommended for all items supplied by him as per specifications provided in the bid package. Where no specification is available in the contract, the same shall be prepared by the CONTRACTOR based on the piping material specification and shall be subject to Owner's approval.
- **3.1.3** Material take-off with complete description of size, rating, material, thickness and specifications to be prepared by contractor.
- 3.1.4 Only single offer shall be provided by the bidder fully complying to specifications/ drawings/ requirements for Owner's review and approval. CONTRACTOR shall provide for inspection of the items at vendor's works by the OWNER/ Owner's REPRESENTATIVE or by a reputed inspection agency and shall submit inspection reports for Owner's clearance.
- 3.1.5 Stores management including receipt, warehousing, preserving the material in good condition, issue of material to construction site, reconciling/ handing over surplus material to OWNER for OWNER supplied items .
- 3.1.6 Carryout proper documentation of inspection and quality assurance programmes for all

equipment and bulk materials duly approved by OWNER. CONTRACTOR shall maintain an accurate and traceable listing of procurement records for the location, quality and character of all permanent materials in the Project.

- **3.1.7** CONTRACTOR shall immediately report to the OWNER of all changes which will affect material quality, and recommend any necessary corrective actions to be taken.
- **3.1.8** Submit periodic progress reports highlighting hold ups and slippages, if any, to OWNER and take remedial measures.
- 3.1.9 Interact with authorities such as Sales Tax, Octroi, Excise, Customs etc. as necessary and arrange for transportation of the materials under his scope of supply to site.
- 3.1.10 All purchase requisitions including purchase orders shall be approved by Owner/ Owner's Representative.
- **3.1.11** Compliance with vendor's and supplier's instructions and recommendations for transportation, handling, installation & commissioning.

3.2 Construction

3.2.1 General

3.2.1.1 All construction works shall be carried out as per "Approved for Construction" drawings, procedures, specification and applicable codes and standards. Any changes at site shall alsoneed prior approval from the OWNER and revision of drawings. Construction drawings will be submitted by the Contractor in a phased manner for owner's approval in accordance with the procurement and construction plan prepared and furnished by contractor & agreed by Owner.

Owner will take minimum 7 working days from the date of submission of the documents / drawings submitted by the contractor for owner's comments / approval.

3.2.1.2 Statutory Approvals

The Owner shall provide to the Contractor the basic / in principal approval for laying the pipeline. However, the Contractor at his own initiative shall obtain all permissions, permits and licenses necessary for the performance of the work. If any such permission, permit or license required for the performance of the work by the contractor can only be granted atthe request or recommendation of the Owner, the Owner shall at the request of the Contractor, provide recommendatory letters to the contractor to obtain or procure the same. The contractor shall not, however been titled to any additional compensation over and above contracted rates of services for any hardship or increased cost caused by any idleness, suspension or disruption of work or any other account whatsoever as a result of the inability of the contractor to obtain the permission(s), permit(s), license(s) aforesaid to match with the progress of the work nor shall the same constitute a ground for extension of time.

a) The approval from any authority required as per statutory rules and regulations of Central/State Government agencies etc. shall be the contractor's responsibility unless

otherwisespecified in the tender document. The application on behalf of the Owner for submissionto relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Ownerto the Contractor on production of documentary evidence.

- b) The defective work resulting from poor workmanship and/ or material supplied by contractor, as pointed out by any statutory authority shall be rectified by the contractor at no extra cost to the Owner. Any change/ addition required to be made to meet the requirements of the statutory authorities, the same shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the contractor for many of his responsibilities under this contract.
- **3.2.1.3** The Contractor shall comply with all the conditions and requirements issued by Authorities having jurisdiction in the area where the work is to be performed.

It shall be the Contractor's sole responsibility to make arrangements for land for setting up of its string fabrication yards, all storage areas for line pipe and other materials, wherever required, and all other work areas.

The Contractor shall make all arrangements for access to his work site at his own cost and responsibility. If no public road exists Contractor shall arrange on his own for access to his work area at no extra cost to the COMPANY.

The CONTRACTOR shall be responsible for claims if any arising out of damage/ obstruction to public utilities like lines of DOT etc. where the claims will cover the restoration costs as well as loss of revenue due to down time.

- **3.2.1.4** Providing schedules, progress reporting, organization chart at construction site, quality assurance plan and developing quality control procedures, as per requirements indicated elsewhere in the bid package.
- **3.2.1.5** Coordination and supervising the work of sub-contractors.
- **3.2.1.6** Transportation of appropriate materials and taking delivery of Company supply materials, store, worksite, intermediate storage points, maintaining and operating an adequate materialcontrol procedure at worksite.
- **3.2.1.7** Fabrication of all GI piping, structural components as per approved drawings.
- **3.2.1.8** All civil/ structural works, electrical and instrumentation, laying and commissioning works shall be performed in accordance with relevant specifications and requirements enclosed elsewhere in the bid package.

3.2.1.9	CONTRACTOR shall provide complete details of manpower, equipment etc. to be deployed. Mobilizing and providing all equipments, manpower (skilled and unskilled), consumable and other resources etc. for each spread as required for the execution of the complete job defined herein and thereafter demobilizing the same upon completion of work.
3.2.1.10	Provide, maintain and operate all temporary facilities required for the construction related works and remove after completion of work. Providing barricading at trench incity area as per instruction of engineer in charge for safety.
3.2.1.11	Hook up / tie-in of pipeline and piping system with other facilities etc.
2.2.1.12	
3.2.1.12	All works related to cleaning, testing, dewatering, swabbing, drying, pre- commissioning and commissioning of the work tendered.
3.2.1.13	Idle time preservation of pipeline, if required.
3.2.1.14	All incidental and associated works and any other works not specifically listed there in but are required to be carried out to complete entire work related to pipelines and terminals.

3.2.2 Branch / service Pipeline

3.2.2.1 Familiarization of Pipeline Route

Bidders are advised to make site visits to familiarize themselves with all the salient features of available infrastructure along the proposed pipeline in concerned GA area (cities). Contractor shall be deemed to have considered all constraints and eventualities on account of site conditions while formulating his bid. Contractor shall not be eligible for any compensation in terms of cost and / or time, on account of site conditions varying to any extentfrom whatever described in the Bid Package.

- 3.2.2.2 The city condition field / other fields may have lots of PVC, PE & utility pipelines or other pipelines & cables being used for city utility / other utilities purposes. CONTRACTOR shall ensure that these lines shall not be damaged/ cut affecting the water / power / communication
 / other supply to concerned Users / Owners / Authorities. Wherever required temporary necessary precautions had to be maintained for uninterrupted supply.
- **3.2.2.3** Supply, loading, unloading, handling, stacking, storing and transportation to workshop/ work site of all materials that may be used for the construction of pipeline system at their designated stack yard/ dump site/ store and/ or by CONTRACTOR as the case may be.
- **3.2.2.4** Stacking, clearing, grading as required, trenching to all depths in all types of soil including soft & hard rock by chiseling or otherwise cutting etc. to a width to accommodate the PE pipeline as per relevant standards, drawings, specification etc. transportation of PE pipes along the route, stringing, aligning, bending, jointing including testing, inspection, field jointing including supply of all materials as per specifications, laying and lowering of the pipeline, back filling, Supply and installation of pipeline as shown in approved drawings and as directed by OWNER, installation of supports wherever

required, supply of select backfill material as required, clean-up, flushing, pneumatic testing, nitrogen purging / pre-commissioning and commissioning of complete pipeline system, including all associated works as per relevant specifications, standards and approved drawings.

- **3.2.2.5** Sand / soft soil padding around pipe wherever required in areas where trenching has been done in hard soil area / rocky area including supply of sand/ soft soil. The thickness of sand/ soft soil padding at the top of pipe shall be minimum 150 mm and bottom of pipe shall be minimum 150 mm or as per drawing enclosed whichever is more.
- **3.2.2.6** Installation of all inline / online instruments / valves / fittings / transition fittings / appurtenances etc. as per requirements of approved drawings.

3.2.2.7 Testing & Purging

A) Testing

Pressure testing will be carried out with compressed air. Compressed air will be provided by Contractor for testing purposes and is to be included in the rates.

Measuring instruments shall have been calibrated and their accuracy and sensitivity confirmed. For testing of Network, calibrated pressure gauges of suitable range shall be supplied by the contractor. The pressure gauges shall be calibrated from time to time as desired by Engineer-in-Charge. All testing shall be witnessed and approved by the EIC or his delegated representative. Tie-in joints may be tested at working pressure following commissioning.

For service lines in some cases testing will be carried out for the test duration of 4hrs. The service testing in this case will be performed after the service installation is complete but before the service tee has been tapped. Also in some cases the tapping of the service tee will be delayed pending the completion and purging of the main pipelines.

B) Purging

Purging shall be carried out in accordance with the principles defined in the American Gas Association publication 'Purging Principles and Practice''.

Nitrogen required for purging will also be provided by the Contractor. Nitrogen shall be supplied in labeled, tested and certified cylinders, and completed with all necessary regulators, hoses and connections, which will be in good condition and working order.

In addition the Contractor shall submit and get approved a Purging Plan before

commencing any purging work. The Plan shall include, but not be limited to, the provision of the following materials and equipment: Personal safety equipment, Fire extinguisher, Purging adaptor, Purge stack with flame trap and gas sampling point, Gas sampling equipment (may be gas leak detector), squash-off tool, Polyethylene connecting pipe work.

The Plan shall also include the purging process along with detail on the sequence of events. The process is to also specifically mention the need to lay a wet cloth over the PE main and in contact with the ground, to disperse static electricity during the purging work.

A purge stack with flame trap shall be used when purging services. Care shall be taken to

ensure that the purge outlet is so located that vent gas cannot drift into buildings.

3.2.2.8 Markers

Installation of all types of markers including all associated civil works. Any other work not specifically mentioned above but required for making the entire pipeline system ready for operation.

3.2.2.9 Priorities

The Contractor shall start the execution work as per approved execution methodology / plan / procedure to complete the scope of work and shall deploy adequate manpower, machinery, tool & tackles etc. accordingly.

However, Owner may, at its sole option, assign priority of construction to any part/ segment of the work. Contractor shall comply with such priority of execution and their deployment without any time and cost implication to the Owner.

3.2.2.10 Pre-commissioning and Commissioning Assistance

- Pre-commissioning including supply of all materials, consumables and manpower of the complete pipeline system
- Making the entire system ready for commissioning and providing assistance during the complete duration of commissioning operations.
- Completion of all pipeline activities as detailed in SOR.

3.2.2.11 Civil Works

Civil works shall be carried out as per scope mentioned at SOR and as per Indian Standard norms.

Any other work not specifically listed herein but required for the completion of the work.

4.0 <u>SCOPE OF SUPPLY</u>

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

Owner's scope of supply includes all MDPE pipe, meters & Regulators only as required .

In addition to above, In order to speed up the project other Materials if available with owner shall be issued on replacement basis to the Contractor from the designated store(s) of HNGPL. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

PE pipe of various length which are not in scrap category as per SCC clause (Annexure-7, point no. 1.6), owner can issue such pipe length to contractor for laying & installation purpose.

4.2 Material to be Supplied by Contractor

The procurement and supply, in sequence and at the appropriate time, of all materials and consumables required for completion of the work as defined in this Bid document except thematerials specifically listed above, shall be entirely the CONTRACTOR'S responsibility and item rates quoted for the execution of the CONTRACT shall be inclusive of supply of all these materials. The material to be supplied by the Contractor shall be as per specification and preferred make as indicated in Appendix-I. or duly approved / recommended for use by HNGPL. The materials will be, but not by way of limitations, as follows:

All materials except what is under Owner's scope of supply as mentioned in Clause No. 4.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

Contractor has to supply valves, fittings, coupler, tee, end caps, HDPE Casing, reducer, TF fittings, warning mats, Saddle Tapping Tee GI fittings, Anaconda (flexible hoses), Steel reinforced rubber hose etc. as required to complete the scope of work. However any other additional / Supplementary materials required for successful execution of the project is to be supplied by the contractor.

Notes for contractor Supplied material:-

- i. All the supply items shall be procured from the Vendors / manufacturers listed in tender documents.
- ii. For any other item(s) for which the vendor list is not provided, bidders can supply those item(s) from vendors/ suppliers who have earlier supplied same item(s) for the intended services in earlier projects and the item(s) offered is in their regular manufacturing/ supply range. The bidder is required to submit documentary evidences (PO copies, Inspection Certificate etc.) before procurement / Placement of Order for approval to HNGPL.
- iii. For supply of other items, the contractor has to **submit Material Test Certificate** and other relevant documents from the approved / Listed manufacturer for review of HNGPL.
- iv. In case, Contractor proposes a vendor other than those as per the suggested vendor list, Contractor is required to submit documentary evidences such as PO copies, Inspection Certificate and any other information etc (such as reasons for proposing the change of vendor) before procurement / Placement of order for approval to HNGPL.
- v. HNGPL reserves the right to accept material on MTC basis from listed / approved vendors for procurement of supply items by the contractor

5.0 DOCUMENTS, SPECIFICATION, STANDARDS AND DRAWINGS

- **5.1** Owner shall furnish tender purpose drawings as listed in content of Volume-II of II of the tender document and other typical standard drawings attached with respective technical specifications enclosed with Volume-II of II of the tender document. Contractor shall prepare detail engineering drawing, bill of materials and all construction drawings and submit to owner for approval prior to start of the job/any procurement.
- **5.2** Contractor shall prepare isometric drawings, any specific detail drawings (if required by Engineer-in-charge) & bill of materials and submit the same for Owner/ Consultant's approval / record.

Contractor shall prepare drawing for utilities line as required or as per SOR and

submitthe same for Owner/ Consultant's approval/ record.

- **5.3** No construction small or big shall be carried out without proper construction / standard drawings duly approved by Owner's Engineers at Delhi or site office or Owner's representative duly authorized to do so.
- **5.4** After Completion of construction & commissioning of pipeline system, Contractor shall incorporate all the correction in drawings, prepare and issue the drawings "as built drawings" as listed below to Owner as final submission of drawings. For pipeline alignment sheet, all block valves location & details, pipe book etc. and for tap-off point & consumers premises, piping GAD, Isometric and all civil drawings including hook-up arrangement with Meter Regulator. For final submission only 4 sets of documents shall be handed over by Contractor. Any construction done by Contractor without duly approved drawings shall be wholly at his risk and cost. Contractor shall also submit soft copy of pipe book in excel along with hard copy. Softcopy of all as-built drawings shall be also submitted in AutoCAD.

5.5 Specifications

The work shall be carried out by CONTRACTOR strictly in accordance with the following specifications enclosed in Volume-II o II of this document :-

- 1) Laying of Underground PE Pipeline
- 2) Installation of Aboveground GI Piping for Domestic Consumers
- 3) PE Pipes
- 4) GI Pipe
- 5) GI Fittings
- 6) HDPE Pipes
- 7) Warning mats
- 8) MDPE Fittings and Electro-fusion
- 9) Brass Fitting
- 10) Flexible Hose (anaconda)
- 11) Isolation valve & Appliance Valve
- 12) Health safety and environment
- 13) Quality Assurance
- 14) Steel reinforced rubber hose

5.6 Drawings

The drawings to the extent available are included in Vol.-II of the bid package for BIDDER's reference purpose only; Bidders are advised to go through these drawings and also visit the site before submitting their bids. The Contractor shall develop all drawings including for all crossings, along with the all connection drawings required for construction works as detailed inrespective SCC, PJS & SOR etc.

6.0 <u>RESOURCES FACILITIES</u>

6.1 Recruitment of Personnel by Contractor

The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at the sites but shall make maximum use of local labour available.

6.2 Construction Water and Power Supply

No water and power will be provided by the owner. It should be the responsibilities of the contractor to arrange water and power at his own cost.

6.3 Land for Residential Accommodation

Owner shall not provide any land for residential accommodation of contractors staff and labour.

7.0 **PROJECT SCHEDULING & MONITORING**

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

7.1 Along with Bid

a) <u>Time Schedule</u>

The Completion Time Schedule for the work (including mobilization period)as per SCC Annexure- 3.of Tender in all respect, from the date of issue of telex/telegram/letter/Fax of Intent.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) <u>Scheduling & Monitoring System</u>

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

7.2 After the Award of Contract

a) <u>Overall Project Schedule</u>

The Contractor shall submit within 1 week of Fax of Intent, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

b) <u>Progress Measurement Methodology</u>

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Ownerreserves the right to modify the methodology in part or in full.

c) <u>Functional Schedules</u>

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

7.3 **Project Review Meetings**

The Contractor shall present the programme and status at various review meetings as required.

- a) Weekly Review Meeting Levelof Contractor's/Participation Site In charge & Job Engineers. Agenda Weekly actual : a) programme v/sachieved in the past week & programme for next week. b) Remedial Actions hold and up analysis. c) Client query/ approval. HNGPL Office Venue : b) Monthly Review Meeting Level of Participation : Senior Officers of HNGPL/and contractors. Agenda a) Progress Status/ Statistics : b) Completion Outlook Major hold ups/slippages c) d) Assistance required Critical issues e) f) Client query / approval HNGPL office Venue :
- 7.4

Progress Reporting Performa

A) <u>Monthly Progress Report</u>

This report shall be submitted on a monthly basis within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following :

- a) Brief Introduction of the work.
- b) Activities executed / achievements during the month.
- c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing / Delivery, Sub- contracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against schedule.
- d) Area of concern/ problem/ hold-ups, impacts and action plans.
- e) Resources deployment status.

- f) Annexures giving status summary for drawings, MRs, deliveries, subcontracting and construction.
- g) Procurement status for items to be supplied by Contractor.

B) <u>Weekly Reports</u>

The report will be prepared and submitted by the Contractor on weekly basis and will cover following items :

- a) Activities programmed and completed during the week.
- b) Resource deployed men and machines.
- c) Quantities achieved against target in construction
- d) Record of Man days lost.
- e) Construction percentage progress schedule and actual.
- C) <u>Daily Repots</u>
 - a) Activity programme for the day
 - b) Progress of the previous day and commutative progress.
 - c) Manpower & machinery deployed.

7.5 Progress Reports

7.5.1 CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

- 7.5.2 By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.
- 7.5.3 Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, tothe OWNER.
- 7.5.4 Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least3 (three) copies.
- 7.5.5 Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-in- charge.

8.0 <u>CONSTRUCTION</u>

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

8.1 Rules & Regulations

CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining tothe WORK and shall be responsible for extra costs arising from violations of the same.

8.2 Procedures

Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in duetime for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

8.3 Field Inspection

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.

8.4 Erection and Installation

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorized representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR's authorized representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

8.5 Construction Aids, Equipment, Tools & Tackles

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

Tie-end between main line and starting point of terminal is included in the scope of contract, as and when main line section is available for Tie-ins.

9.0 DOCUMENTATION

9.1 "As Built" Drawings

The Contractor will be required to submit computerized as-built drawings duly certified by EIC in A1 / A2 sheet form at 1:200 scale with four sets of prints plus softcopy. The as-built drawing shall be submitted on area wise as specified. The bill of materials used for the particular area shall be specified on the drawings

9.2 Completion Document – PE & GI

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

- a) Copies of the Inspection reports, Laying Graphs, HDD Profiles (if required)and valve pit drawings (if required).
- b) Pre testing, final Hydrostatic / pneumatic and other Test results and reports.
- c) Consumption statements of PE / GI certified by Owner's Site Engineer.
- d) Material Reconciliation, stores issue & return statements
- e) All other requirements as specified in the respective specifications.
- f) Completion Certificate issued by Owner's Site Engineer.
- g) No claim certificate by the BIDDER.
- h) Completion certificate for embedded and covered up works wherever applicable.
- i) Recovery statement, if any.
- j) Deviation statement.
- k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- I) Copies of deviation statement and order of extension of time, if granted.
- m) Any other contractual documents required on completion.
- n) Total list of houses in the area allotted to him giving details of connections provided & reasons where connection could not be given / completed.
- o) The details recorded in measurement cards of every domestic house.
- p) Details of houses where extra piping done along with materials used.
- q) Total material consumption report.
- r) Material reconciliation with respect to the materials issued.
- s) Test reports & test certificates of gauges etc.
- t) Any other documents / records required.

10.0 <u>LEVEL / SETTING OUT WORK</u>

- **10.1** Before the WORK or any part thereof are begun, the CONTRACTOR's agent and the Engineer-in-Charge's representative shall together survey and take levels of the SITE and decide all particulars on which the survey is to be made, and on which measurements of the WORK are to be based. Such particulars shall be plotted by the CONTRACTOR and after agreement the drawings shall be signed by the Engineer-in-Charge.
- **10.2** The CONTRACTOR shall be entirely responsible for the horizontal and vertical alignment, the level and correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the CONTRACTOR at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.
- **10.3** The Engineer-in-Charge shall furnish the relevant existing grid point with Bench Markon the land. It shall be CONTRACTOR's responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall have to employ efficient survey team for this purpose and the accuracy of such setting out work shall be CONTRACTOR's responsibility.

- **10.4** The CONTRACTOR shall give the Engineer-in-Charge not less than 24 (twenty four) hoursnotice in writing of his intention to set out or give levels for any part of the WORK so that arrangements may be made checking the same.
- **10.5** WORK shall be suspended for such times as necessary for checking lines and levels on any partof the WORK.
- **10.6** The CONTRACTOR shall at his own expense provide all assistance, which the Engineerin-Charge may require for checking the setting out of WORKS.
- **10.7** Before commencement of any activity, contractor's quality control set up duly approved by company must be available at site.

11.0 ORDER OF WORKS / PERMISSIONS / RIGHT OF ENTRY / CARE OF EXISTING SERVICES.

11.1 The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by theCONTRACTOR, as well as the agreed joint programme. The WORK shall be carried out in amanner so as to enable the other contractors, if any, to work concurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR shall plan and execute work accordingly.

11.2 Existing Service

- 11.2.1 Drains, pipes, cables, overhead wires and similar services encountered in course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Owners thereof, or otherwise occupy any part of the SITE in a manner likely to hinder the operation of such services.
- 11.2.2 Should any damage be done by the CONTRACTOR to any mains, pipes, cables or lines (whether above or below ground etc.), whether or not shown on the drawings the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge.

12.0 MAKE OF MATERIAL / BOUGHT OUT ITEMS

Approved vendors for various major items are enclosed as Appendix-I to Particular Job Specification with this tender document. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. For any other item not covered in the list enclosed with this tender document, priorapproval shall be obtained by the contractor for its make/supplier's name.

13.0 INSPECTION OF SUPPLY ITEMS

All inspections and tests shall be made as required by the specifications forming part of this contract. Contractor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final inspection/tests. Manufactures inspection or testing certificates

for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the contractor within theirquoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Contractor and duly approved by Owner/ Consultant.

14.0 ESCALATION

The Unit Rates quoted shall be kept firm till completion of work, and no price Escalation shall be paid.

15.0 VIOD

16.0 <u>INSURANCE FOR FREE ISSUE MATERIAL</u>

Insurance for Free Issue Material

Contractor shall at his own expense arrange, secure and maintain insurance cover for Owner's supplied free issue materials as defined in Tender Document of adequate value as intimated by owner / consultant. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be HNGPL. The approximate cost of free issue material is Rs.. (Contract Value plus GST + Rs. 20 lakh)

The contractor may take the insurance as per the following schedule:

- a) Upto 3 months : 30%
- b) Upto 6 months: 60%
- c) Beyond 9 months: 100%

16.2. Insurances in India

- 16.2.1 Contractor shall at his own expense arrange, secure and maintain insurance with Indian insurance companies to the satisfaction of the owner as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. 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 this responsibilities and obligations under Contractor.
- 16.2.2 Any loss of damage to the equipment during inland transportation, storage, erection and commissioning till such time the Work is taken over by Owner shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/ or replacement of the parts of the Work damaged or lost. Contractor shall provide the Owner with a copy of all insurance policies and documents shall be submitted to the owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc., as may be necessary well in time.
- 16.2.3 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 etc. The scope of such insurance shall cover

the entire value of supplies of equipments, plants and materials.

16.2.4 All cost on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Owner 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.

17.0 <u>SPECIAL POINTS PERTAINING TO SPECIFICATION :-</u>

The technical specification & safety standards as prescribed in PNGRB is to be followed further

The minimum pipeline cover shall be kept as follows:

Pipeline Burial Requirement

The entire pipeline shall be buried and provided with a minimum cover as given in Table below:

Pipeline Burial Requirements	
Location	Min. Cover (m)
a) minor water crossing (below firm bed level)	1.5
b) Cased/ Uncased Road/ cart track crossings	1.2
c) Drainage, ditches at roads crossings	1.0
d) Residential and other locations including rocky areas	1.0

Note:

- i) The depth of cover shall be measured from the top of the pipe to the top of the undisturbed surface of soil or the top of graded working strip, whichever is lower. The fill material in the working strip shall not be considered in the depth of cover.
- ii) The cover shall be measured from the top of road or top of rail, as the case may be;
- iii) For water courses that are prone to scour and erosion, adequate safe cover as mentioned above or as advised by concerned authorities (whichever is stringent) shall be provided below the predicted scour profile expected during the life time of the pipeline.
- iv) When scour level is not known, an additional cover of at least 1 m or as advised by concerned authorities shall be provided from the existing firm bed of the river / watercourse except in case or rocky river bed;
- v) Minimum cover mentioned above against Sl. no. a), b), c), d) & e) category may be increased based on the statutory requirements from concerned authorities and authorities requirement shall be final and binding to the contractor.
- vi) Soft soil / sand padding of minimum 150 mm thickness or as mentioned in standard drawing (whichever is stringent) to be provided around the pipeline where gravel /hard soil or rocky area **if** encountered.

Piping at consumer ends, connection at existing tap-off location and for future

connections along with bill of materials.

Contractor shall develop General Arrangement Drawings (GADs) good for construction for size 32 / 20mm and locations based on typical sketches/ drawings Along with bill of materials and submit to Owner for reviews/approval. Construction work shall be carried out based on construction drawings duly approved by Owner/ Consultant.

- The detailed engineering for above ground installation shall include detail engineering pertaining to all disciplines (if required) along with bill of materials.
 - All the documents/ drawings prepared by the Contractor shall be submitted to Owner/Engineer-in-charge for review and approval. All works shall be executed based on the approved drawings/ documents only.
- Contractor shall obtain all clearance from Government authorities (if required). However bank guarantee/ required fee or charges shall be submitted by Owner.
- 17a. If any ambiguity arises between SCC (Tech.) & Particular Job Specification in that case later shall govern. However in some cases, decision of Engineer-in-charge shall be final and binding to the contractor.

17b Following points shall be taken care by the contractor before during execution works.

- i) Contractor shall be responsible for taking necessary precautions regarding traffic (installation of notice / warning boards).
- ii) Contractor shall be totally responsible for the occurrence of any accident during excavation of road and shall be liable for damages / expenses due to he same.
- iii) Concerned authority / Owner shall not be responsible for any loss / damage.
- iv) One copy of the permission shall be made available with contractor's responsible workman (if required) at the place where excavation is undertaken.
- v) While executing the subject work, excavation shall be done in consultation with the concerned authority engineer of that area.
- vi) Necessary safety measures shall be taken for the gas pipeline, since high tension lines and other services carriers are running along with in gas pipeline route in the area.

18.0 SPECIAL NOTES PERTAINING TO SCHEDULE OF RATES (SOR)

i) All SOR item shall be quoted by the bidder in the price part of the bid, other-wise bid will

be rejected.

- ii) The quantities given above against individual items are indicative and shall not be considered to be binding. The quantities may be increased, decreased or deleted at site at the time of actual execution and as per discretion of Owner/ Engineer-in- charge. The unit rate shall be operated to work out the final payment due to Contractor.
- iii) The payment will be made as per actual certified measurement at site.
- iv) The scope as mentioned in the SOR is of indicative nature only and shall include all activities as detailed in the relevant clauses of the respective Particular Job Specifications, Technical Specifications, Data Sheets & drawings, etc.
- v) Installation of PE Pipes of size 32 / 20 mm is to be laid underground considering for domestic consumers as required in respective city.
- vi) Restoration works of pipeline trench made by open cut method are included in Contractor's scope as indicate in SOR. Owner's / Engineer-in-Charge's decision in this regard shall be final and binding to the contractor.

19.0 <u>APPENDIX-I TO PARTICULAR JOB SPECIFICATION</u>

LIST OF APPROVED SUPPLIER FOR BOUGHT OUT ITEMS

PE FITTINGS & PE VALVES

- 1) M/s George Fisher
- 2) M/s Kimplas, (PE Fittings only)

HDPE PIPES & DUCT

- 1) M/s Climax Synthetics (P) Ltd., Vadodra
- 2) M/s Indian Poly Pipes, Calcutta
- 3) M/s Jain Irrigation Systems Ltd., Jalgaon
- 4) M/s Kirti Industries (India) Ltd., Indore
- 5) M/s Ori Plast Limited, Calcutta
- 6) M/s Phoel Industries Limited, Delhi
- 7) M/s Sangir Plastics (P) Ltd., Mumbai
- 8) M/s Veekay Plast, Jaipur
- 9) M/s Kisan Irrigation
- 10) M/s Dutron Polymers Ltd.
- 11) M/s Manikya Plastichem (P) Ltd
- 12) M/s Mangalam pipes pvt. Ltd., Bengaluru
- 13) M/s Shand pipe industry pvt. Ltd., Bengaluru
- 14) M/s Varun pipes pvt. Ltd., Bengaluru
- 15) M/s EPP Composite pvt. Ltd., Rajkot
- 16) M/s DM Engineering co. , mumbai

GI PIPE

- 1. M/s Goodluck steel tubes ltd, Ghaziabad
- 2. M/s Indus tubes ltd , New Delhi
- 3. M/s Jindal pipes ltd , New Delhi
- 4. M/s Jyotindra steel & tubes ltd, Firozabad
- 5. M/s Rama Steel tubes ltd, New Delhi
- 6. M/s Surya Roshni ltd, Bhadurgarh
- 7. M/s Vishal Pipes Ltd.
- 8. M/s Advance Steel Ltd.
- 9. M/s Swastik Pipe Ltd.
- 10. M/s Fortune pipe ltd.
- 11. M/s Indian seamless metal tubes ltd., Pune
- 12. M/s Appolo tubes, Bengaluru
- 13. M/s Nezone tubes ltd., Kolkata
- 14. M/s Topworth pipes & tubes pvt. Ltd., Navi mumbai

WARNING TAPE

- 1. M/s Sparco Multiplast Pvt. Ltd., Ahmedabad
- 2. M/s Singhal Industries , Ahemdabad
- 3. M/s Raychem RPG ltd.
- 4. M/s Pooja packings, Mumbai
- 5. M/s Bina enterprises, Mumbai
- 6. M/s Shree Vijay wire & cables industries, jaipur

GI FITTINGS

- 1 M/s Jainsons Industries, jalandhar
- 2 M/s Jupiter Metal Idustries Ltd.
- 3 M/s RAJNESH Malleables ltd.,Delhi
- 4 M/s Industrial Valves &Components,Delhi
- 5 M/s Sarin industries, Delhi
- 6 M/s Mehta Brother & Co., Mumbai-(Make: M/s Jinan Meide Casting Co.Ltd., Japan) confirming to IS 1879:2010 latest standard

BRASS FIITING

- 1. M/s Chandan Enterprises
- 2. M/s Paras Industries Ltd.
- **3**. M/s Umesh Enterprises
- 4. M/s Om brass enterprises
- 5. M/s KPC flexi tubes
- 6. M/s Mehta bros, Mumbai

FLEXIBLE HOSE (anaconda)

- 1. M/s KPC Flex Tubes
- 2. M/s Vestas Hose Division
- **3**. M/s Alfa Flexi Tubes
- 4. M/s Bengal industries pvt. Ltd.
- 5. M/s Vikram & co.
- 6. M/s Gaytri industrial corporation, Thane (w)
- 7. M/s Chandan ENterprises

STEEL REINFORCED RUBBER HOSE

- a) M/s Suraksha products pvt. Ltd.
- b) M/s Vansh industries
- c) M/s T &L Gases
- d) M/s Vikram & co.
- e) M/s Gayatri
- f) M/s Luxmi Rubtech

Isolation Valves and Appliance Valve.

- 1. M/s Universal srl
- 2. M/s Tiemme Raccorderie Sede
- **3**. M/s Jainson Industries
- 4. M/s Enolgas Bonimu s.a.s.
- 5. M/s Fratelli Fortis s.r.l
- 6. M/s Giacomo Climbrio
- 7. M/s Parker Hannifin S.P.A.
- 8. M/s Singapore Valve & Amp; Fittings Pte Limited, Singapore
- 9. M/S Rubinetterie Utensilerie Bonomi (RUB)
- 10. M/s Mehta Brothers, Mumbai.

11. M/s Chokawala distributors.

PAINT

- 1. M/s Asian Paints
- 2. M/s Berger Paints
- 3. M/s Kansai Nerolac Paints

List of approved supplier for bought out items for "PE Pipeline laying "works

A) **PE FITTINGS**

- 1) M/s George Fisher
- 2) M/s Kimplas Piping Systems ltd., Nashik

B) ISOLATION (PE) VALVES

- 1) M/s Friatech AG, Germany
- 2) M/s George Fisher, Germany
- 3) M/s Plasson Ltd., Israel
- 4) M/s Agru, Austria
- 5) M/s Aliaxis Utilities & Industry Pvt. Ltd (Formerly Glynwed pipesystems)

C) HDPE PIPES & DUCT

- 1) M/s Mangalam Pipes Pvt. Ltd., Bengaluru
- 2) M/s Shand pipe Industry Pvt. Ltd., Bengaluru
- 3) M/s Varuna pipes Pvt. Ltd., Bengaluru
- 4) M/s Manikya Plastichem (P) Ltd., Mysore
- 5) M/s Jain Irrigation systems Ltd. Jalgaon
- 6) Godavari Polymers Pvt. Ltd. Secunderabad.

Note:

- 1) For procuring the above listed bought out item(s) from the vendor/supplier, whose name is not appearing in the above preferred make list, bidders can supply those item(s) from such vendors/suppliers who have earlier supplied same item(s) for the intended services and the offered item(s) is in their regular manufacturing/ supply range and the same may be accepted subject to following:
 - a) The Vendor/ Supplier of bought out item(s) is a Manufacturer/ Supplier of the said item(s) for intended services and the same are in their regular manufacturing/supply range.
 - b) The vendor/supplier should not be in the Holiday list of Client/ BPCL/ GAIL GAS/ Other PSU.
 - c) For items to be purchased with measurement unit either in length or in weight:- Should

have supplied for intended services at least 15% of SOR quantity of same size, thickness, schedule, pressure & temperature ratings, SDR, etc. or higher (as applicable) as per technical details should have been supplied within last seven (07) year from the date of approval request made by the contractor.

- d) For items to be purchased with measurement unit in number:- Should have supplied for intended services at least 15% of SOR quantity of same size, thickness, schedule, pressure & temperature ratings, SDR, etc. or higher (as applicable) as per technical details mentioned in SOR & Tender specification and the same should have been supplied within last seven (07) year from the date of approval request made by the contractor.
- 2) For procuring any other item(s) {i.e. not listed above} for which the vendor/ supplier name is not appearing in above preferred make list, bidders can supply those item(s) from such vendors/suppliers who have earlier supplied same item(s) for the intended services and the offered item(s) is in their regular manufacturing/ supply range and the same may be accepted subject to following:-
- a) The Vendor/ Supplier of bought out item(s) is a Manufacturer/ Supplier of said item(s) for intended services and the same are in their regular manufacturing/supply range.
- b) The vendor/supplier should not be in the Holiday list of Client/ BPCL/ GAIL GAS/ Other PSU.
- c) For items to be purchased with measurement unit either in length or in weight:- Should have supplied for intended services at least 15% of SOR quantity of same size, thickness, schedule, pressure & temperature ratings, SDR, etc. or higher (as applicable) as per technical details mentioned in SOR & Tender specification and the same should have been supplied within last seven (07) year from the date of approval request made by the contractor.
- d) For items to be purchased with measurement unit in number:- Should have supplied for intended services at least One (01) number of same size, thickness, schedule, pressure & temperature ratings, SDR, etc. or higher (as applicable) as per technical details mentionedin SOR & Tender specification and the same should have been supplied within last seven

(07) year from the date of approval request made by the contractor.

Remarks for Note 1 & 2:

To meet the criterion mentioned above, the successful bidder/ contractor is required to submit documentary evidences such as copy of FOA/ Purchase Order (PO)/ sub-purchase order and their supply record like Inspection certificates/report, Inspection release note, Tax paid invoice, performance certificates (if available), etc. from which it can be established that vendor have executed supplied the order.

i. These documents shall require to be submitted by them within 30days from date of Placement of Order for approval to CLIENT / HNGPL.

- ii. The details of vendors indicated in this list are based on the information available with HNGPL, Contractor shall verify the capabilities of each vendor for producing the required quantity and the items are in their regular manufacturing range. HNGPL does not take any guarantee / responsibility on the performance of the vendor. It is the contractor's responsibility to verify the correct status of vendor and their quality control before proposing to CLIENT / HNGPL for approval of vendor name. It is also the responsibility of contractor to expedite the material in time.
- **iii.** For those vendors name are not appearing in the above listed items but registered with HNGPL can also be considered for the supply of the items. Contractor has to propose such vendors name along with their valid registration letter issued by HNGPL or furtherapproval of EIC.