



ब्रिज एण्ड रूफ कम्पनी (इण्डिया) लिमिटेड

(भारत सरकार का एक उद्यम)

एक मिनीरत्न कम्पनी

BRIDGE AND ROOF CO. (INDIA) LTD.

(A Government of India Enterprise)

A Miniratna Company

NOTICE INVITING TENDER (NIT) NO.:

B AND R/GAIL-USAR/71147/Rain Protection Shed /SC/NIT/01

Date: 03/06/2024

TENDER DOCUMENT

FOR

Carrying out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit" for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.

BRIDGE AND ROOF CO. (INDIA) LTD



401-408, Kukreja Centre, "B" Wing, 4th Floor, Plot No.13,

Sector-11, CBD Belapur, Navi Mumbai-400614

CIN NO. U27310WB1920GOI003601

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Name of Work: Carrying out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit" for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.

NOTICE INVITING TENDER (NIT) NO: B AND R/GAIL-USAR/71147/Rain Protection Shed /SC/NIT/01

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Signed & Stamped of Tenderer

Name of Work: Carrying out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit" for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.

NOTICE INVITING TENDER (NIT) NO: B AND R/GAIL-USAR/71147/Rain Protection Shed /SC/NIT/01

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Bridge And Roof Co (India) Ltd.,401-408, Kukreja Centre, "B" Wing, 4th Floor, Plot No.13, Sector-11, CBD Belapur, Navi Mumbai-400614**CIN NO. U27310WB1920GOI003601****NOTICE INVITING TENDER: (NIT) NO.: B AND R/GAIL-USAR/71147/Rain Protection Shed /SC/NIT/01****Date:03/06/2024**

1. SINGLE PERCENTAGE RATE bids are invited from reputed and experienced parties meeting prescribed qualifying criteria by B AND R for Carrying out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit" for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.
2. Brief Details of Work:

Sl. No.	Name of Work and Location	Estimated cost put to tender	Cost of Tender Document (Nonrefundable)	Earnest Money	Time of Completion	Tender Inviting Authority (TIA)
1	2	3	4	5	6	7
1	Carrying out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis	₹ 72.00 Lakhs	₹ 2000/- + 18% GST = ₹ 2360/- (including GST) as cost of Tender Document (TD) (non-refundable) in form of Demand Draft/Pay Order / Banker's Cheque from any Nationalized /Scheduled Bank in favour of Bridge And Roof Co. (I) Ltd. payable at Navi Mumbai, Maharashtra.	NIL	1.5 Month	Asst. General Manger
			Tax Invoice shall be prepared by B AND R, Mumbai Office for cost of tender document. Since, the tender is a Works Contract, benefits (i.e., Exemption of Tender Fee & EMD) to Indian Micro & Small Enterprises (MSEs) Units registered with DIC / NSIC / KVIC / KVIB / Directorate of Handicraft and Handloom etc., under Provisions of Public Procurement Policy for MSEs Order 2012 with up to date amendments shall not be applicable. But DGS&D / MSME / NSIC / SSIC Registered Parties has to submit the Notarized Copy of the Valid Registration Certificate mentioning SC/ST/General / Women Entrepreneurs along with Techno-Commercial part of the Bid.			



ANNEXURE – A

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(e)	Photo Copy of GST Registration Certificate. Note: Bidder should submit the copy of last filed Monthly / Quarterly GSTR-3B return as GST clearance Certificate along with GST Registration Certificate with offer / bid. Moreover, contractors having registration in other state (except Maharashtra) should give Declaration in their Letter head that they shall raise their Tax Invoice by charging IGST only.
(f)	Photo Copy of P.F. & ESIC Registration Certificate.
(g)	Information on litigation history, liquidated damage, disqualification etc. declaration in Tenderer's Letter Head. Bidder(s) who had a record of Court Case / Litigation History with B AND R /our Client against previous Tender / Contracts in last 5 (five) years the offer of the bidder will not be considered.
(h)	Constitution and legal status along with attested copies of Deeds/Articles and Memorandum of Association etc. as applicable. Photo copy of certificate of Incorporation issued by register of companies.
(i)	Name(s) of the Owner/Partners/Promoters and Directors of the Firm/Company.
(j)	Power of Attorney on appropriate value of Non-Judicial Stamp Paper on behalf of the person who has signed the Bid.
(k)	Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services / non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per the order no (Public Procurement No 4) dtd 23.02.2023 by Ministry of Finance, Department of Expenditure (Procurement Policy Dept.)
(l)	"Purchase preference to Make in India" regarding minimum local content is applicable for the "Local Supplier" for the items/services covered in the tender as per public procurement policy, Govt. of India (Refer order 2017 dated 16th Sept 2023 issued by the DPIIT).
3.	The Bids are to be submitted in Two Bid system (i.e. Techno-Commercial Bid with Tender Fee and Price Bid) and bidders should submit the relevant documents in seriatim as per the above criteria along with their Techno-Commercial Bid.
4.	Sub-letting of the job, if awarded, shall not be permitted.
5.	Note for Clause 1 (a) above:
(a)	If the qualifying work is completed in the Seven (7) year period specified above, even if it has been started earlier, the same will also be considered as meeting the qualifying requirements.
(b)	The word "executed" means the bidder should have achieved the criteria specified in the above period even if the total contract is not closed i.e. under execution and provided the works is not terminated by the client.
(c)	Bidder is liable to be disqualified, even though they meet the qualifying criteria, if they.
•	Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements, and / or



ANNEXURE – A

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	<ul style="list-style-type: none"> Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.
	<ul style="list-style-type: none"> If the tenderer deliberately gives wrong information / submit fake, false, fabricated, forged documents in his tender, B AND R reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money / Security Deposit / any other money due.
6.	Bidders shall, on request, provide any necessary authority and assistance to enable relevant enquiries to be carried out.
	After submission of their Offer, Bidder must notify B AND R promptly, if there is any:
	<ul style="list-style-type: none"> Substantial change in their financial or technical capacity.
	<ul style="list-style-type: none"> Change in their business (such as Company name, address)
	<ul style="list-style-type: none"> Change of ownership or holding, including any transfer of key personnel.
	<ul style="list-style-type: none"> Any other significant change in information provided in the Offer.
7.	The Bidder must provide any further details required for the review upon request from B AND R. Failure to comply with any request by B AND R for such information will result in rejection of their Offer.
8.	B AND R may, in its absolute discretion suspend or disqualify a Bidder / Bidders who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.
9.	B AND R will not be liable for any loss or damages incurred by the Bidder/ Bidders in the above exercise.
10.	Disqualification of Bid: (B AND R) reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the Purchaser (B AND R).



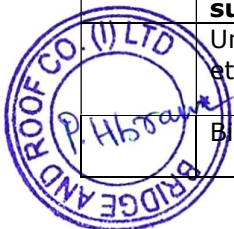
 Signed & Stamped of Tenderer

ANNEXURE-B

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INSTRUCTIONS TO BIDDERS

1.	<p>SINGLE PERCENTAGE RATE Bids are invited by B AND R in two stage two cover system from resourceful & capable tenderers fulfilling the Qualifying Criteria furnished in Annexure-A of the NIT by Bridge and Roof Co. (I) Ltd. (B AND R) on behalf of the work:</p> <p>Carry out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit" for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.</p>
	<p>Technical (Cover- I) and Financial (Cover-II) are to be submitted before the prescribed date & time in NIT.</p>
	<p>The Chairman cum Managing Director / Director (Project Management) of B AND R shall be the Accepting Officer here-in-after referred to as such for the purpose of this Contract.</p>
	<p>A tenderer shall quote in figures as well as in words rate(s) tendered. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail.</p>
	<p>Submission of a tender by a tenderer implies that he has read these instructions and all other parts of the Tender Document and has made himself aware of the scope and the specifications, Drawings of the work to be done and of conditions of contract and local conditions and other factors having bearings on the execution of the work.</p>
	<p><u>Procedure for Submission of Bid:</u></p>
	<p>Tender Fee: ₹ 2000/- + 18% GST = ₹ 2360/- (including GST) (Rupees Two thousand three Hundred and sixty only) as a cost of Tender Document (TD) (non-refundable) in the form of Demand Draft/ Pay Order/Banker's Cheque from any Nationalized/Schedule Bank in favour of Bridge And Roof Co. (I) Ltd., payable at Navi Mumbai.</p> <p>[No A/c Payee Cheque shall be Considered].</p> <p>Tax Invoice shall be prepared by B AND R for cost of tender document.</p> <p>Since the tender is a Works Contract, benefits (i.e. Exemption of Tender Fees & EMD) to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/ Directorate of Handicraft and Handloom etc. under Provisions of Public Procurement Policy for MSEs Order 2012 with up-to-date amendments shall not be applicable.</p> <p>(As per F. No. 190/ Mech / Corres / Various Org/ Stakeholder / 2021-22 dated 18/19.04.2022 Purchase to MSME/NSIC/SSIC bidder not applicable on Works Contract).</p>
	<p>Since the tender is a Works Contract, benefits (i.e. Exemption of Tender Fees & EMD) to Indian Micro & Small Enterprises (MSEs) units registered with DIC/ NSIC/ KVIC/ KVIB/ Directorate of Handicraft and Handloom etc. under Provisions of Public Procurement Policy for MSEs Order 2012 with upto date amendments shall not be applicable. (As per F. No. 190 / Mech / Corres/ Various Org/ Stakeholder/ 2021-22 dated 18/19.04.2022 Purchase to MSME/NSIC/SSIC bidder not applicable on Works Contract).</p>
	<p>In case of non-submission of tender Fee as specified in NIT, the offer will be summarily rejected.</p>
	<p>Under no circumstances the Tenderers should incorporate any changes/modifications etc., in the Tender Document itself to avoid rejection of their Tenders.</p>
	<p>Bid shall be submitted in two covers:</p>



ANNEXURE-B		
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<u>INSTRUCTIONS TO BIDDERS</u>		
Cover-I	(i)	Power of Attorney, Tender Fee, DGS & D/MSME / UDYAM /SSI/NSIC Certificate copy duly notarized (if registered) & Bidder should submit the Letter of Submission (in Company's Letter head).
	(ii)	Detail of information to be furnished by the Bidder as per Annexure-C
	(iii)	Format for Affidavit of Self Certification regarding minimum local content (Annexure-VIII on Rs.100/- NJ Stamp Paper)
	(iv)	Affidavit (Annexure-VI on Rs.120 NJ Stamp Paper)
	(v)	No Deviation Certificate in Bidder's Letter Head to be furnished by the Bidder as per Appendix-IV
	(vi)	Documents pertaining to Qualifying Criteria furnished in Annexure-A of the NIT
	(vii)	Signed & Stamped NIT, ITB, GCC, SCC, Techno-commercial Clarifications on Major Points, Unpriced SOQR with the word "QUOTED" written against each item, drawing / specifications i.e. complete NIT documents duly signed & stamped as a token of acceptance along with all other submittals as prescribed in the Bidding document.
Cover-II Financial		The rates offered should be entered in SINGLE PERCENTAGE RATE basis (to be applicable on all items). The Financial Bid/BOQ template must not be modified. replaced by the bidder; else the bid submitted is liable to be rejected for this tender. No stipulation, deviation, terms and condition, basis etc. shall be stipulated in price part of the Bid. Any condition, if stipulated, may render the bid liable for rejection.
The above 2 Covers shall be individually marked as Part-I & Part-II. The master cover, containing above 2 (two) covers (i,e Part-I & Part-II) separately sealed and marked, shall be sealed and superscribed with the Tender Reference , Due date and the note "TENDER DO NOT OPEN BEFORE DUE DATE" and marked for attention of the Asst. General Manager .		
<u>Due Date of Submission & Opening of Techno-commercial Bid:</u>		
Due date of submission of sealed tender is 17.06.2024 Upto 15.00 Hours. The Techno-comm. Bid shall be opened on 18.06.2024 at 15.00 Hours at following address: M/s. Bridge And Roof Co. (INDIA) Ltd., C/o. GAIL (India) Ltd Composite Work, PDH-PP Project, USAR, Unit Site P.O. Malyan, Alibag, Dist- Raigad, Maharashtra-402203.		
Intending bidders may send their authorized representative to attend opening of techno-commercial offer. Techno commercially acceptable bidders only shall be intimated about the date and time of price bid opening.		
Telegraphic or Fax or Email Offers shall not be accepted under any circumstances.		
<u>Tender Validity:</u>		
Tender submitted by tenderer shall remain valid for acceptance for a period of 120 days from the date set for submission of the tender. The tenderer shall not be entitled within the said period of 120 (One Hundred Twenty) days to revoke or cancel or vary the tender given or any item thereof, without the consent of B AND R. In case tenderer revokes or cancels or varies his tender in any manner without the consent of B AND R.		



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	<u>INSTRUCTIONS TO BIDDERS</u>
	<u>Evaluation of Bids:</u> Technical Bids submitted by the tenderer will be opened first and evaluated based on documentary evidences submitted along with the offer.
	<u>Authorization and Attestation:</u> Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender signed by an individual other than the sole Proprietor shall be submitted in their Co's letter head along with the tender.
	<u>Language:</u> The tender shall quote the rates in English Language.
	Tenderer's cannot withdraw or make any changes in their offer already submitted before the expiry of the above validity period or take any extension thereof without the written consent of the company.
	The successful tenderer shall accept the LOI within 3 (three) days from receipt of the same, failing which the award of work may be liable to be cancelled.
	Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders about the nature of the work and site situation, environments, facilities available, position of material and labour, means of transport and access to Site (so far as is practicable), the form and nature of the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read these instructions and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
	<u>Rejection of Tender and other conditions</u> The competent authority on behalf of the B AND R does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. Tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be liable for rejection.
	Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
	Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with B AND R, or tenderer under suspension (hold / banning / delisted) by B AND R. B AND R reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of B AND R will be final in this regard.
	If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, B AND R may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, B AND R may then cancel such tender at their discretion, unless the firm retains its character.



<u>ANNEXURE-B</u> Page 4 of 4	
	<u>INSTRUCTIONS TO BIDDERS</u>
	If the tenderer deliberately gives wrong information in his tender, B AND R reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money / Security Deposit / any other money due.
	Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
	In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in B AND R, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, B AND R may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
	The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of B AND R. The tenderer is solely responsible to B AND R for the work awarded to him.
	The Tender submitted by a techno commercially qualified tenderer shall become the property of B AND R who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
	Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
	B AND R shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
	The Bidder must provide any further details required for the review upon request from B AND R. Failure to comply with any request by B AND R for such information will result in rejection of their Offer. B AND R may, in its absolute discretion suspend or disqualify a Bidder / Bidders who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.
	<u>Tender / Documents to be submitted to:</u> Asst. General Manager, M/s. Bridge and Roof Company (India) Limited. C/o. Gas Authority of India Limited (GAIL) Bridge and Roof Co. (India) Ltd., Blue Ocean Bunglow, 1416/B, Pimpalbhat Swami Samarth Nagar, Alibag, Raigad, Pin- 402201



(Pilli Hari Bhaskara Ram)
Asst. General Manager

ANNEXURE-C**Page 1 of 1**

Bidder/Tenderer must fill up the following information and submit with the Tender:

1)	Name of the Bidder/Tenderer	:	
2)	Address of the Bidder/Tenderer	:	
3)	Bidder/Tenderer Telephone/Fax	:	
	Email	:	
4)	Contact Person of Bidder / Tenderer	:	
	Mobile No.	:	
5)	Business Details	:	
5.1	Permanent Account No.	:	
5.2	GST Number	:	
5.3	DGS & D/SSI/NSIC/MSME Registered Party (copy to be enclosed duly notarized)	:	
	a) Registration No. & Dated	:	
	b) Registration under Service/Manufacturer	:	
	c) Validity	:	
	d) Category	:	
	e) Owner Under Category (General/SC/ ST/ Owned by Women)	:	
5.4	Provident Fund Regn. No. of the Firm	:	
5.5	ESI Registration No. of the Firm	:	
6.	Name of Bank Signatory	:	



Date:

(Signature with Seal)

GENERAL CONDITIONS OF CONTRACT (GCC)**DEFINITION OF TERMS**

The various terms appearing in the Tender Document shall have the following meaning unless they are repugnant to the context otherwise:

(a)	COMPANY	:	Bridge And Roof Co. (I) Limited (B AND R) having its Registered Office at "Kankaria Centre", (4 th &5 th Floor), 2/1, Russel Street, Kolkata-700071.
(b)	OWNER/CLIENT	:	M/s. Gas Authority of India Limited (M/s. GAIL)
(c)	CONSULTANT	:	M/s. Engineers India Limited (M/s. EIL)
(d)	BIDDER/TENDERER	:	The firm/party who shall tender quotation to the company.
(e)	SUB-CONTRACTOR/ CONTRACTOR	:	The Bidder who's quoted offer will be accepted, either in full or in part, by the Company.
(f)	WORK(s)	:	Jobs that are to be executed by the Sub-contractor as awarded to him by the Company.
(g)	WORK ORDER/ CONTRACT	:	The Formal letter/notification issued to the Sub-contractor awarding the work(s) in full or in part by the Company together with the applicable terms and conditions etc. as are finally and mutually agreed to between the Company and the Sub-contractor.
(h)	SITE/WORK SITE	:	The premises where the work will be executed by the Sub-contractor and shall include the lands, buildings, structures etc. erected thereupon.
(i)	ENGINEER-IN-CHARGE	:	The officer/Engineer nominated and authorized by the company for the time being for the purpose of operating the contract or any work covered thereunder.
(j)	ACCEPTING AUTHORITY	:	CHAIRMAN AND MANAGING DIRECTOR of the company.
(k)	LOI/SLOI	:	Letter of Intent / Short Letter of Intent shall means an intimation by a letter to tenderer/bidder that the tender has been accepted in accordance with the provision contained therein and shall be issued by the CMD or his authorized representative.

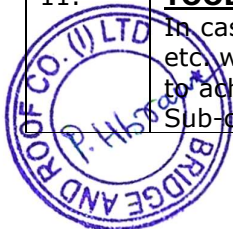


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01.	<p><u>SCOPE OF WORK :</u></p> <p>Scope of work shall be read in conjunction with item description of Schedule of Quantities and Rates & Standard scope shall include all activities of work specified in the item description of Schedule of Quantities & Rates. Rates shall include all cost for the performance of the item considering all parts of the Bidding document.</p> <p>In case any activities though specifically not covered in description of item under "Schedule of Quantities & Rates" but is required to complete the work which could be reasonably implied/informed from the content of Bidding document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.</p>
2.0	<p><u>QUANTITY VARIATION</u></p> <p>The Quantities indicated in the Schedule of Quantities & Rates are approximate and B AND R shall not be liable for any increase or decrease in the actual Quantities of Work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual Quantities form the basis of any alteration of Rates Quoted and accepted or for any claim for additional compensation, damages or loss or profit or otherwise with the intent that the Sub-contractor shall notwithstanding the Quantities mentioned in the Schedule of Quantities & Rates only be entitled to Payment in respect of actual Quantities of Work performed in terms of the Contract and measured in the final measurement, notwithstanding the percentage of increase or shortfall in such quantities and notwithstanding that the total Contract value for the completed Works on finalization of all dues to the Sub-contractor under the Contract shall be less than the total Contract value as specified for the purpose of Performance Bank Guarantee in the acceptance of Tender. However the total Contract Price may vary up to $\pm 25\%$ due to increase or decrease in the executed Quantities.</p> <p>Note: Release of payment to the contractor beyond their W.O./PO value will be done to them after approval of Competent Authority for which amended order is required.</p>
3.0	<p><u>DRAWING AND SPECIFICATION</u></p> <p>Entire work has to be carried out in accordance with approved drawing which is submitted by vender.</p>
4.0	<p><u>INSPECTION OF SITES</u></p> <p>The Bidder shall visit and inspect the site and its surroundings and shall satisfy himself before submitting his quotation as to the nature of the ground and sub soil (so far as is practicable) the form and nature of the site and nature of work and materials necessary for the execution of the work, and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his quotation. No extra charges consequent on any is understanding or otherwise shall be allowed.</p>
5.0	<p><u>SUFFICIENCY OF QUOTATION:</u></p> <p>The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his quotation for the works and of the rates and prices quoted in the Schedule of Quantities which rates and prices shall, except as otherwise provided, cover all his obligations and liabilities under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.</p>
6.0	<p><u>Security Cum Performance Bank Guarantee /Retention Money:</u></p> <p>Instead of SPBG, Security Deposit / Retention Money shall be deducted @10% in cash from each R.A. Bill and returned to the contractor without any interest after expiry of Defect Liability Period.</p>
7.0	<p><u>DEVIATION/VARIATIONS</u></p> <p>The Engineer-in-charge shall have power (i) to make alterations in, omissions from, additions to or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a</p>



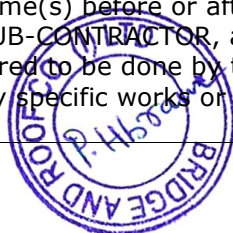
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	part of the works in case of non-availability of portion of the site or for any other reasons, and the Sub-contractor shall be bound to carry out the works in accordance with any instructions given to him by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Sub-contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Sub-contractor on the same conditions in all respects including price on which he agreed to do the main work.
8.0	SUSPENSION OF WORK The Sub-contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider for any of the following reasons:-
	(a) On account of any default on part of the Sub-contractor, or
	(b) For proper execution of the works or part thereof for reasons other than the default of the Sub-contractor, or
	(c) For safety of the works or part thereof.
	The Sub-contractor shall, during such suspension, properly and secure protect the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.
9.0	COMPLETION TIME:
9.1	Unless otherwise specified by B AND R the Sub-contractor is required to commence the work within 7 (Seven) days from the date of issue of letter of intent by B AND R.
9.2	Entire work as detailed in tender specification shall be completed within 1.5 (One and half) month from the scheduled date of start of work as per the programs / milestones to be indicated by B AND R in due course of time. Sub-contractor has to mobilize adequate resources to meet B AND R's commitments to client as indicated from time to time.
9.3	In case due to reasons not attributable to the Sub-contractor, the work gets delayed and scheduled date of completion gets extended, time extension will be granted by B AND R but in no case over run compensation will be payable.
9.4	The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of Engineer-in-Charge of B AND R. The decision of Engineer-in Charge of B AND R on completion date shall be final and binding on the Sub-contractor.
10.	DELAY IN EXECUTION OF WORK If the works be delayed by:
	(a) Force major or
	(b) Abnormally bad weather, or
	(c) Serious loss or damage by fire, or
	(d) Civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed on the work, or
	(e) Delay on the part other Sub-contractors of tradesman engaged by Company in executing work not forming part of the contract, or
	(f) non-availability of stores, which are the responsibility of Company to supply, or
	(g) non-availability or break-down of tools & plants to be supplied or supplied by company, or
	(h) any other cause which in the absolute discretion of Engineer-in-charge is found as beyond the Sub-contractor's control, then upon the happening of any such event causing delay, the Sub-contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best Endeavour's to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
11.	TOOLS & TACKLES In case, the Sub-contractor fails to procure and supply of required quantity of tools & tackles etc. which is within Sub-contractor's scope of supply in commensurate with scheduled Program to achieve required progress, the B AND R at its own discretion shall arrange to supply to the Sub-contractor tools & tackles on chargeable basis, the rates of which will be derived at the



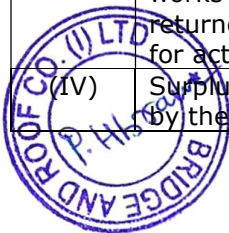
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		landed cost + 10% (ten percent) thereon towards service charge and the same will be recovered from Sub-contractor's bills.
12.	<u>MATERIALS</u>	In case, the Sub-contractor fails to procure and supply of required quantity of materials which is within Sub-contractor's scope of supply in commensurate with scheduled Program to achieve required progress, the B AND R at its own discretion shall arrange to supply to the Sub-contractor materials on chargeable basis, the rates of which will be derived at the landed cost + 10% (ten percent) thereon towards service charge and the same will be recovered from Sub-contractor's bills.
13.		The payment shall be made on the basis of actual quantities executed under various item (s) and the accepted rates thereof, and not on the quantities mentioned in the Schedule of Quantities & Rates.
14.		The Scope of Work may also include such other related works as covered in Schedule of Quantities & Rates' although they may not be specifically mentioned in the above paragraphs and all such incidental items not specified but reasonably implied and necessary for the completion of the work as a whole, shall be deemed to be directed by the Employer.
15.		Sub-contractor's rate shall be inclusive of cost of dewatering/shoring wherever required. No extra payment shall be made for any type of dewatering/shoring during execution of the work. Any dewatering as required for making the construction area dry and workable shall be made by the Sub-contractor within the finally accepted rate / price.
16.		If required, Sub-contractor shall submit to B AND R the entry challan of incoming materials for verification of stores and record
17.		It should be clearly understood that it is entirely the Sub-contractor's responsibility and liability to find, procure and use the required tools and plants and accessories at his own cost for efficient and methodical execution of the work. B AND R shall have the right to check the sufficiency or quality of the Sub-contractor's tools from time to time and the Sub-contractor shall carry out all reasonable instructions of B AND R in this respect.
18.	<u>ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS, ORDERS AND INSTRUCTIONS</u>	
18.1		The Engineer-in-Charge and / or Site Engineer shall have the power by written notice to the SUB-CONTRACTOR at any time prior to or in the course of the execution of works or any part thereof to alter or amend the specifications, orders and / or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and / or designs and the SUB-CONTRACTOR shall carry out the related work in accordance with such altered specifications, orders, instructions, plans, drawings and / or designs as the case may be, on the same terms and conditions in all respects, subject to the provisions of Clause 18.1.2 hereof.
18.1.1		If such alteration or amendment shall, in the Opinion of the SUB-CONTRACTOR, necessitate an extension in the time for completion, the provision of Clause of SCC hereof and related clauses with regard to the extension of time, shall apply.
18.1.2		If such alteration or amendment shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the SUB-CONTRACTOR), necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner:
	(i)	If it is possible to derive the rate(s) for such work or items of work from any of the items of material and / or work covered in the Schedule of Rate(s), the rate(s) for time relative works /items shall be the rate(s) arrived at on the basis of such derivation. The opinion of the-Engineer-in- Charge as to whether or not the relative rates can be derived from the rates for time items of material and /or work included in the Schedule of Rates and the consequent derivation of' rate(s) on basis thereof shall be final and binding upon the SUB-CONTRACTOR.
		If, in the opinion of the Engineer-in-charge, the relative rate(s) shall not be derivable within the provisions of paragraph(i) hereof above, the relative rate(s) shall be the



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		rate(s) for the work or items of work settled as follows: An analysis of the rate for time completed work or items shall be prepared by taking (if amid so far as applicable): -
	(A)	Issue rate (s) for Materials supplied by B AND R/GAIL/EIL, if applicable;
	(B)	Materials supplied by the SUB-CONTRACTOR amid incorporated in time permanent works at the rate(s) (if any) for material specified in the relevant Schedule forming part of the Contract; and
	(C)	Labour cost at rate(s) for labour, if any, specified in time relevant Schedule forming part of the Contract.
	(iii)	The opinion of the Engineer-in-Charge as to the quantity of material and / or labour involved shall be final and binding on the SUB-CONTRACTOR
	(iv)	In the event of any item of material or labour involved not being covered by the relevant schedule forming part of time Contract for time purpose of determining the rates in terms of items (B) and / or (C) of paragraph (ii) above, market rates shall be taken into account for such items of materials and labour as are not covered by the relevant schedules forming part of the contract and there shall be added thereto 7.5%(Seven & Half percent) to cover SUB-CONTRACTOR's supervision, overheads and profits. For the purpose of clarification, it is stated that 7.5% (seven & half percent) addition shall apply only for any item not covered by the relevant schedule of the Contract
	(v)	The opinion of the Engineer-in-Charge as to whether or not any - particular item(s) of material(s) or labour involved is covered by the relevant Schedule(s) and if not as to the market rate(s) thereof shall be final and binding upon the SUB-CONTRACTOR.
	(vi)	If any alteration, amendment or modification shall, in the opinion of the Engineer-in-charge (whose opinion in this behalf shall be final and binding upon the SUB-CONTRACTOR) result in a reduction or increase or change in. the work or supply covered by the lump sum Price so as to render unreasonable the lump sum Price, B AND R/GAIL/EIL and the SUB-CONTRACTOR shall negotiate a suitable increase or reduction, as the case may be, in the lump sum Price, and failing agreement on a negotiated rate for the item by appropriate reduction/increase, as the case may be, the Engineer-in-Charge shall fix the reduction or increase as he considers -reasonable in the circumstances to the lump sum Price, and the lump sum Price shall be deemed to be accordingly amended to the extent applicable to the work covered by the alteration or amendment.
18.1.3		Pending finalization in respect of the revised rate of any item in the Price Schedule or increase/reduction in the lump sum Price pursuant to the provisions of clause 18.1.2 hereof, the SUB-CONTRACTOR shall continue and be bound to continue and perform the works and/or make the supply to completion in all respects according to the contract (unless the contract or works be determined by time B AND R/GAIL/EIL) and the SUB-CONTRACTOR shall be liable and bound in all respects under the contract.
18.2		The rate(s) for any work determined in accordance with time provisions of Clause 18.1.2 above shall for the purpose of the Contract with respect of the work or items of work or supply affected by such amendment. alteration or modification be deemed to be rate(s) for such work or item(s) of work within the Schedule of Rates, or the lump sum Price, as the case may be.
18.3		The SUB-CONTRACTOR shall not be entitled to any compensation in addition to the payment for the work actually performed by the SUB-CONTRACTOR calculated on the basis of the Schedule of Rate(s) or lump sum Price or as provided for in Clause 18.1.2 hereof, as the case may be, as a result of any amendment or variation in the specification, orders, instructions, plans, designs or drawings notwithstanding that such alteration(s)/ variation(s) may have resulted in a reduction of time total quantum or value of the work involved under the Contract, except as provided for in clause no. 2 of GCC.
19		ALTERATION IN THE SCOPE OF WORK
19.1		B AND R may, at any time(s) before or after the commencement of the work. by notice in writing issued to the SUB-CONTRACTOR, alter the scope of work by increasing or reducing the works or the jobs required to be done by the SUB-CONTRACTOR or by adding thereto or omitting there from any specific works or jobs or operations or by substituting any existing



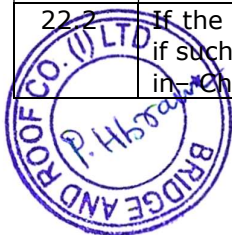
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		works or jobs or Operations with other works or jobs and / or operations, or by requiring the SUB-CONTRACTOR to perform any additional works in or about the job site, and upon receipt of such notice, the SUB-CONTRACTOR shall execute the job(s) as required within the altered scope of work.
19.2		If any alteration in the scope of work shall. in the opinion of the SUB-CONTRACTOR, necessitate any extension in the time for completion, the provisions of Clause of SCC hereof and associated clauses with regard to the extension of time shall apply.
19.3	(a)	If such alteration shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the SUB-CONTRACTOR), necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by Schedule of Rates shall be determined in accordance with the provisions of Clause 18.1.2 hereof.
	(b)	If in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the SUB-CONTRACTOR) any alteration in the scope of the work shall result in any reduction or increase or change in the work or supply covered by the lump sum price so as to render unreasonable the lump sum price, the lump sum Price shall be increased or reduced, as the ease may be, in accordance with Clause 18.1.2 hereof.
		Providing determination of the rates aforesaid, the provisions of Clause 18.2 shall mutatis mutandis apply.
19.4		The SUB-CONTRACTOR shall not be entitled to any compensation in addition to the payment for the work actually performed by the SUB-CONTRACTOR calculated on the basis of the Schedule of Rates or lump sum Price or as provided in Clause. 18.1.2 hereof; as the case may be, as a result of any alteration in the scope of work notwithstanding that such alteration may have resulted in a reduction in the total quantities or value of work involved, except as provided for in clause 2 of GCC.
20.		<u>MATERIALS SUPPLIED BY COMPANY</u>
20.1		Sub-contractor shall submit to the Company from time to time as directed by Engineer-in-charge or on completion, the reconciliation statement in the proforma and manner to be specified by Engineer-in-charge, showing thereon the consumption of materials issued to the Sub-contractor, if any, by the company for incorporation and fixing in the works including preparatory work. Permissible wastage allowance for material appropriation shall be same as to be approved by Engineer-in-charge. Cost of any wastage beyond permissible limit shall be charged to the Sub-contractor at the rates as to be decided by the Engineer-in-charge. In all cases, however, the materials cost shall be recovered from the Sub-contractor's Running Account/Final Bill as per relevant clause as mentioned elsewhere in this document.
20.2		In case, any materials are supplied by the Company to the Sub-contractor on chargeable basis/issue rates (i.e., landed cost + 10% Service Charges), the following provisions will apply:
	(I)	For the materials which the Company has agreed to supply to the Sub-contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-Charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied at the rates specified shall be set of or deducted, as and when materials are consumed in items of work for which payment is being made to the Sub-contractor, under the Contract. At the time of submission of bills the Sub-contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-Charge, certify that balance of materials supplied are available at site.
	(II)	The Sub-contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.
	(III)	All materials issued to the Sub-contractor by the Company for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the works, be returned by the Sub-contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste.
	(IV)	Surplus materials in acceptable sizes returned by the Sub-contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which rates these were originally



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	issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in custody of the Sub-contractor.
(V)	If on completion of works the Sub-contractor fails to return surplus materials out of those supplied by the Company, then in addition to any other liability which the Sub-contractor would incur, the Engineer-in-Charge may, by a written notice to the Sub-contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
20.3	Materials required for the works, whether brought by the Sub-contractor or supplied by the Company, shall be stored by the Sub-contractor only at places approved by the Engineer-in-Charge, storage and safe custody of materials shall be the responsibility of the Sub-contractor.
20.4	Company's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Sub-contractor shall give such facilities as may be required for such inspection and examination.
20.5	All materials brought to the site shall become and remain the property of the company and shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But wherever the works are finally completed and advance if any, in respect of any such materials is fully recovered, the Sub-contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall remain in and become the property of the Sub-contractor.
21.	LABOUR : The Sub-contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Sub-contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.
21.1	The Sub-contractor shall furnish to the Engineer-in-Charge at the regular intervals a distribution return of the number and description by trades of the work people employed on the works. The Sub-contractor shall also submit on the 4 th and 19 th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the current month i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 of Rules made thereunder and the amount paid to them.
21.2	The Sub-contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour Regulation & Abolition Act.
21.3	As per the provisions of the Factories Act 1948, the workmen are required to be paid leave with wages (@1 day for each 20 days worked).
21.4	The Sub-contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulation Act in regard to all matters provided therein.
21.5	The Sub-contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
21.6 (a)	The Sub-contractor shall be liable to pay his contribution and the Employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employee's State Insurance Act, 1948" as amended from time to time. In case the Sub-contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Sub-contractor and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.



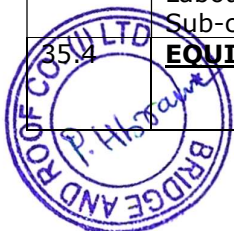
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(b)	The Sub-contractor must obtain, within the quoted rates, individual codes in respect of Employees Provident Fund (EPF). Details of individual codes obtained by Sub-contractor are to be submitted to the company for entry pass for his workers & Employees and shall deposit the EPF amount deducted from his workers & employees along with employer's contribution the Provident Fund and challans to be submitted along with Running Account Bill to facilitate release of payment.
21.7	The Engineer-in-Charge shall on a report having made by an Inspecting Officer as defined in the Contract Labour Regulation Act have the power to deduct from the money due to the Sub-contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the Conditions of Contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contract Labour Regulation Act and Rules framed thereunder.
21.8	In the event of the Sub-contractor committing a default or breach of any of the provisions of the aforesaid Contract Labour Regulation Act, as amended from time to time or furnishing any information of submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officer as defined in the Contract Labour Regulation Act, the Sub-contractor shall without prejudice to any other liability pay to the Company a sum as applicable as per prevailing rules as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Sub-contractor's default continuing in this respect, the liquidated damages may be enhanced for each day of default subject to a maximum percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Sub-contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.
21.9	The Sub-contractor shall at his own expense with or cause to be complied with Model Rules for Labour Welfare framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Sub-contractor fails to make arrangement as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Sub-contractor.
21.10	The Sub-contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Sub-contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Sub-contractor.
21.11	Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Sub-contractor liable to pay to the Company as liquidated damages as applicable as per prevailing rules for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation Act as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Sub-contractor.
22.0	<u>TOOLS, PLANTS AND EQUIPMENTS :</u>
22.1	The Sub-contractor shall arrange at his own expense all tools, plant and equipment hereinafter referred to as T&P) required for execution of the work.
22.2	If the Sub-contractor requires any item of T&P on hire from the Company, the Company will, if such item is available, hire it to the Sub-contractor at a rate to be fixed by the Engineer-in-Charge.



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22.4		If any item of Company's T&P has stopped working on account of breakdown before it has worked for four hours in a day, the Sub-contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than eight hours, the Sub-contractor will be charged for a full working day.
22.5		The Sub-contractor shall be responsible for care and custody of Company's T&P (including employment of Chowkidwar's) during the period Company's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Expected Risks provided always the Sub-contractor has taken precautions necessary to protect it from such risks) shall be made good at the Sub-contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Company.
22.6		Company's T&P hired to the Sub-contractor shall be returned at the place of issue (unless otherwise directed) by the Sub-contractor to the Engineer-in-Charge on completion of the work or section of the work or earlier on termination of the hire by the Company as hereinafter provided on a written notice by the Engineer-in-Charge. The Company shall be entitled to terminate the hire on two days' notice without assigning any reason whatsoever and the Sub-contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Company's T&P by the Company.
22.7		If owner's/client's/B AND R's, T&P are given to the Sub-contractor on hire for execution of the work through the company, the same charges/rents as would be levied on the Company shall be charged to the Sub-contractor and similar conditions as applicable to the Company for hire of T&P from Owner/Client/B AND R will also apply in the case of the Sub-contractor without any alteration.
23.0		<u>POSSESSION OF SITE BY SUB-CONTRACTOR :</u>
23.1		The Sub-contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer – In – Charge in writing. The portion of the site to be occupied by the Sub-contractor shall be defined and / or marked on the site plan, failing which these shall be indicated by the Engineer – in – Charge at Site and the Sub-contractor shall on no account be allowed to extend his operation beyond these areas. In respect of any land allotted to the Sub-contractor for purposes of or in connection with the contract the Sub-contractor shall be licensee subject to the following and such other terms and conditions as may be imposed by the licensor.
	(i)	That such use or occupation shall not confer any right or tenancy of the land to the Sub-contractor.
	(ii)	That the Sub-contractor shall be liable to vacate the land on demand by the Engineer – in – Charge.
	(iii)	That the Sub-contractor shall have no right to any construction over this land without the written permission of the Engineer – in – Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.
23.2		The Sub-contractor shall provide if necessary, or if required, on the site, all temporary access there to and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer – in – Charge and make good all damage done to the site.
24		<u>WATCHING & LIGHTING:</u>
		The Sub-contractor shall provide and maintain at his own expense all lights, guards fencing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of these employed on the Works or the public.
25		<u>Price Escalation/Price Variation</u> No price Escalation/Price Variation clause on labour/material will be applicable for this contract for any reason whatsoever.



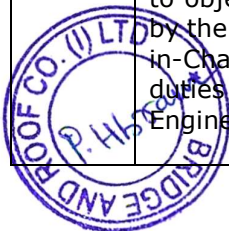
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	Notwithstanding anything contained in this Agreement the Contract Price shall be deemed to be firm and valid for the entire duration of the Contract till the completion of works and the performance tests, and shall not be subject to any adjustment due to increase in labour wage/material price or escalation on any ground whatsoever
26.	SUB-CONTRACT: The Sub-contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.
27.	OVERRUN COMPENSATION: No Over Run Compensation (ORC) is payable for works done during the extension period, by way of rate revisions for periods beyond original contract period.
28.	STRIKES & LOCKOUT: The Sub-contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the Sub-contractor's labour resorting to strike or the Sub-contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, B AND R/GAIL/EIL shall have the right to get the work executed through any other agencies and the cost so incurred by B AND R/GAIL/EIL shall be deducted from the Sub-contractor's bills. For all purposes whatsoever, the employees of the Sub-contractor shall not be deemed to be in the employment of B AND R/GAIL/EIL. For all purposes whatsoever, the employees of the Sub-contractor shall not be deemed to be in the employment of B AND R/GAIL/EIL.
29.	Deleted
30.	CODE & SPECIFICATIONS The entire works entrusted to the Sub-contractor shall be executed by him strictly in accordance with specifications & procedures etc.
31	REJECTION OF MATERIALS All materials brought to the site for use in the work shall be as per the specification of relevant item of work. All materials brought to the site must be approved by the B AND R prior to use in the work. Rejected materials must be removed by the Sub-contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the Sub-contractor and the Sub-contractor shall not be entitled to claim for any loss or damage of that account.
32	APPROVAL OF SAMPLE: Samples of all materials to be supplied by the Sub-contractor and to be used in the work shall have to be approved by the Engineer-in-Charge and checking the quality of such materials shall have to be done as directed by Engineer-in-Charge prior to utilization in the work.
33	TRANSPORTATION: Transportation of Materials through Tractor/Truck from Yard to respective site etc. shall be done by Sub-contractor.
34	Deleted
35.	SITE FACILITIES :
35.1	LAND Land will be made available to the CONTRACTOR within plant premises for setting up of temporary facilities like Office, storage Areas, warehouses and Lay-down Area at free of cost if the same will be provided by Client.
35.2	SUB-CONTRACTOR'S SITE OFFICES The Sub-contractor shall construct his own temporary offices, stores, etc. by providing all labour, materials etc. at his own cost and shall also demolish and remove these structures making the area perfectly clean as per direction of the Engineer-in-charge at his own cost.
35.3	LABOUR HUTMENT Labour hutment inside the Project Premises will not be allowed and shall be arranged by the Sub-contractor outside the Project Premises. The Sub-contractor rates shall be inclusive of that.
35.4	EQUIPMENT & MACHINERY: -



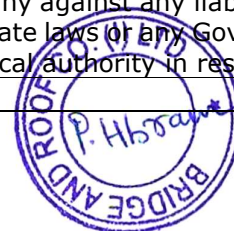
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	The Sub-contractor shall mobilize all Equipment's / Machineries along with all accessories, required for surface preparation and protective coating system Work AS PER SCOPE MATRIX within the finally accepted rate / price for the work.
35.5	<u>WATER:</u> The Sub-contractor shall arrange water/procure water required for the work at his own cost for all leads and lifts. Sub-contractor shall ensure timely and adequate supply & quality of water suitable for construction activities & to meet the schedule.
35.6	<u>CONSTRUCTION POWER :</u> Owner/B AND R will provide power on chargeable basis. The per unit charge towards electricity will be Rs12/unit. The power will be provided at a single point from where CONTRACTOR shall make his own arrangement for temporary distribution & metering facility. Unit as mentioned above shall mean kVAH. Till the time Owner / B AND R is not able to provide electricity, the Sub-Contractor shall make his own arrangement for power required for the work at his cost. DG set of suitable capacity may be installed and operated by the Sub-Contractor at his cost. The electrical works shall be carried out through Licensed Electrical personnel only.
35.7	<u>Deleted</u>
36.	<u>DEPLOYMENT OF LABOUR & SUPERVISORY PERSONNEL</u> The quoted rates given in the Schedule of Quantities & Rates are inclusive of the Sub-contractor's rate to provide all labours, manpower and supervision etc. and he shall thereof, deploy and engage, within the quoted rates, all technical personnel, all categories of skilled/semi-skilled/un-skilled workmen, technicians, operators, mechanics, electricians and supervising staff as required, directly or indirectly for the execution or completion of the works in all respect in a perfectly workmanship like manner as per approved specifications, drawings and the Time Schedule/Programme of Completion.
37	<u>ACCOMMODATION AND TRANSPORTATION</u> The Agency shall arrange, within his Quoted Rates, accommodations for his all Workmen, Technicians & Supervisors. Also, the Agency within his Quoted Rates shall arrange their Transport to the site and back.
38	<u>Deleted</u>
39.	<u>Deleted</u>
40	<u>Deleted</u>
41.	<u>Deleted</u>
42.	<u>Deleted</u>
43.	<u>LIABILITY FOR DAMAGE, DEFECTS OF IMPERFECTION AND RECTIFICATION THEREOF</u>
	If the Sub-contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Sub-contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expenses.
	If it shall appear to the Engineer – in – Charge or his Representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect, or unskilled workmanship or that any materials or articles provided by the Sub-contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Sub-contractor shall, upon receipt of a notice in writing in that behalf from the Engineer – in – Charge forthwith rectify or remove and reconstruct the work so specified in whole or part as the case may be and / or remove the materials or article so specified and provide other proper and suitable materials



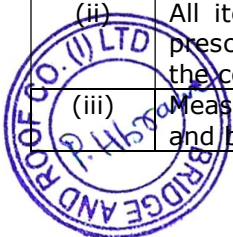
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	or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer – In – Charge in his notice aforesaid, the Engineer – In – Charge may rectify or remove and re-execute the work and / or remove and replace with other materials or articles / complained of, as the case may be, by other means at the risk of the Sub-contractor.
43.1	The Sub-contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damages done to the site.
44.	<u>SETTING OUT WORKS :</u> The Engineer-in-Charge shall supply drawings, levels and other information necessary to enable the Sub-contractor to set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Company. The Sub-contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defects Liability period unless the Engineer-in-charge directs their removal.
45.	<u>Deleted</u>
46.	<u>Deleted</u>
47.	<u>INSPECTION & APPROVAL :</u> All works embracing more than one process shall be subjected to examine & approval at each stage thereof and the Sub-contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof. Employer's/ Client's representatives concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Sub-contractor shall give such facilities as may be required for such inspection and examination.
48.	<u>POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE</u> The duties of the representatives of the Engineer-in-Charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Company nor to make any variation in the works.
48.1	The Engineer-in-Charge may from time to time delegate to his representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Sub-contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Sub-contractor within the terms of such delegation shall bind the Sub-Sub-contractor and the Company as through it had been given by the Engineer-in-Charge.
48.2	Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials & to order the pulling down, removal or breaking up thereof.
48.3	If the Sub-contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.
49.	<u>REMOVAL OF WORKMEN</u> The Sub-contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Sub-contractor to remove from the works any persons employed by the Sub-contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.



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50.	<u>WORK DURING NIGHT OR ON SUNDAYS & HOLIDAYS :</u> Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorized Holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property of works in which case the Sub-contractor shall immediately advise the Engineer-in-Charge accordingly.	
51.	<u>COMPLETION CERTIFICATE:</u> As soon as the work is completed, the Sub-contractor shall give notice of such completion to the Engineer-in-Charge and within a reasonable period of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the Sub-contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by the Sub-contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items.	
	No certificate of completion shall be issued, nor shall the work be considered to be complete till the Sub-contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen in the site in connection with the execution of the work, as shall have been erected by the Sub-contractor the workmen and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks fastening labeled keys clearly and handed them over to the Engineer-in-Charge or his Representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Sub-contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-Charge may at the expense of the Sub-contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and the Sub-contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Sub-contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the Sub-contractor shall forthwith on demand pay such excess to the Company.	
51.1	If at any time before completion of the entire work, items or groups of items for which periods of completion have been specified, have been completed, the Engineer-in-Charge with the consent of the Sub-contractor takes possession of any part or parts of the same then notwithstanding anything expressed or implied elsewhere in this Contract:	
	(a) Within ten/thirty days of the date of completion of such items or groups of items or possession of the relevant part the Engineer-in-Charge shall issue completion certificate for the relevant part as in condition above provided the Sub-contractor fulfils his obligations under that condition for the relevant part.	
52.	<u>NOTICES TO LOCAL BODIES :</u>	
(i)	The Sub-contractor shall comply with and give all notice required under any Governmental authority, instrument, rule or order made under any Act of parliament, State laws or any regulation of bye laws of any local authority relating to the works. He shall before making any variation from the Contract drawing necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instruction therein.	
(ii)	The Sub-contractor shall pay and indemnify the Company against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of works.	
53.	<u>SUB-CONTRACTOR'S LIABILITY & INSURANCE :</u>	



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	From commencement to completion of the works, the Sub-contractor shall take full responsibility for the case thereof & for taking precautions to prevent loss or damage & to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Company's T&P if supplied by B AND R from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all company's T&P shall be in good order and condition and in conformity in every respect with requirements of the Contract and instructions of the Engineer-in-Charge.
54.	<u>DEFECT LIABILITY PERIOD :</u>
54.1	The Defect Liability Period for the works (including the materials incorporated therein within the CONTRACTOR's scope of supply) shall unless otherwise specified be 12 (twelve) months from the date of Completion of works.
54.2	The CONTRACTOR shall, at his own cost and initiative, correct, repair and/or rectify any and all defect(s) and/or imperfections in the design of the work (insofar as the CONTRACTOR shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein within the CONTRACTOR's scope of supply as shall be discovered during the Defect Liability Period and in the event of the CONTRACTOR failing to do so. apply.
55.	<u>FORECLOSURE:</u> If at any time after acceptance of the tender, the Company shall decide to abandon or reduce the scope of the works for any reason whatsoever & hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice to that effect to the Sub-Sub-contractor & the Sub-contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
55.1	The Sub-contractor shall be paid at Contract Rates full amount for works executed at site.
55.2	The Sub-contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.
56.	<u>TERMINATION OF CONTRACT FOR DEATH:</u> If the Sub-contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Sub-contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Sub-contractor or of the proprietor of the Proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its in completed part without the Company being in any way liable to payment of any compensation to the estate of the deceased Sub-contractor and/or to the surviving partners of the Sub-contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased to the surviving partners of the Sub-contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased Sub-contractor and/or the surviving partners of the Sub-contractors firm liable in damaged for not completing the Contract.
57.	<u>RECORDS & MEASUREMENT</u>
(i)	The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract or work done in accordance there with.
(ii)	All items having a financial value shall be entered in Measurement book, level book etc. prescribed by the company so that a complete record is obtained of all work performed under the contract.
(iii)	Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Sub-contractor or his authorized representative.



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(iv)	Before taking measurements of any work the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Sub-contractor. If the Sub-contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurement taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.																					
(v)	The Sub-contractor shall without extra charge provide assistance with every appliance labour, and other things necessary for measurement.																					
(vi)	Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the Sub-contractor objects to any of the measurement recorded on behalf of the Company a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement.																					
58.	METHODS OF MEASUREMENT: Except where any general or detailed description of the work in quantities expressly those to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Quantities/Specification notwithstanding any provision in the relevant standard method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Quantities/Specification measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.																					
59.1	ON ACCOUNT PAYMENT																					
(a)	No Mobilization Advance and Advance Payment will be paid by us. Progress Payments shall be released within 30 days to sub-contractor against monthly running account bill duly certified by Engineer –In –Charge after affecting the necessary deductions. Payment will be made proportionately on receipt of corresponding payment from client. The basis for payment against various items for which measurements are duly certified by the Engineer in Charge.																					
	All payment will be made only once in a month against submission of invoice by the agency along with all relevant document from our Site / Mumbai Office by RTGS/E-Payment & for the same following to be furnished.																					
	<table border="1"> <tr> <td>Name of Company</td> <td>:</td> <td></td> </tr> <tr> <td>Name of Bank</td> <td>:</td> <td></td> </tr> <tr> <td>Name of Branch</td> <td>:</td> <td></td> </tr> <tr> <td>City</td> <td>:</td> <td></td> </tr> <tr> <td>Account Number</td> <td>:</td> <td></td> </tr> <tr> <td>Account Type</td> <td>:</td> <td></td> </tr> <tr> <td>IFSC Code of the Bank Branch</td> <td>:</td> <td></td> </tr> </table>	Name of Company	:		Name of Bank	:		Name of Branch	:		City	:		Account Number	:		Account Type	:		IFSC Code of the Bank Branch	:	
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(b)	Sub-contractor within his quoted rates shall make necessary statutory payments of ESIC, PF as applicable as on date of any modification thereof time to time.																					
(c)	Payment will be made by 30 (thirty) working days from the date of certification of the R.A. bill by B AND R Engineer-in-charge.																					
59.2	FINAL BILL PAYMENT:																					



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(i)	The final bill shall be submitted by the Sub-contractor within three months of physical completion of the works. No further claims shall be made by the Sub-contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified.	
60.	<u>INCOME TAX:</u> Income Tax will be deducted by cash at source from Sub-contractor's all bills as per Income Tax Act & Rules framed thereunder at such rates as may be applicable from time to time.	
61.	<u>TAXES AND DUTIES:</u> The Sub-contractor should be registered with GST authority, Sub-contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (Except Goods and Services Tax) that may be levied from time to time according to the Laws & Regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the company in respect of any duties/taxes to be imposed on procurement of materials for execution of works contract	
62.	<u>GST-TDS</u> GST-TDS will be deducted by cash at source from Sub-contractor's Invoice value before GST under GST Law w.e.f. 01.10.2018 as per Govt Notification No. 50/2018-Central Tax dated 13.09.2018 for Taxable Services as per Act & Rules framed there under at such rates as may be applicable from time to time.	
63.	<u>PROFESSIONAL TAX</u> Professional Tax on account of labours if applicable will be in Sub-contractors scope.	
64.	<u>CANCELLATION OF CONTRACT</u>	
	(i)	If the Sub-Contractor:
	a)	at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge, or
	b)	commits default in completing with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge, or
	c)	fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge, or
	d)	shall offer to give or agree to give to any person in Company's service or to any other person on his behalf any gift of consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company, or
	e)	Shall enter into a Contract with the Company in connection with which omission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-In-Charge.
	f)	shall obtain a contract with the Company as a result or ring tendering or other non-bonafied methods of competitive tendering, or
	g)	being an individual, or if firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction under any Insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors, or

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	h)	being a, Company, shall pass a resolution or the Court shall make an order the liquidation of his affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
	i)	shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
	j)	assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority, the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter; the Company by written notice cancel the Contract as a whole or only such items or work in default from the Contract.
	(ii)	The Accepting Authority shall on such cancellation have powers to:
	a)	take possession of the site and any materials constructional plant, implements, stores, etc., thereon and/or
	b)	carry out the incomplete work by any means at the risk and cost of the Contractor.
	(iii)	On cancellation of the Contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.
	(iv)	Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
	(v)	If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sale any or all of the Contractor's unused materials, constructional plant implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, if shall be recovered in accordance with the provisions of the Contract.
	(vi)	Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Company of the works or part of the works is less than the amount which the Contractor would have been paid had been completed the works or part of the works, such benefit shall not accrue to the Contractor.
66.		<p>SETTLEMENT OF EXTRA WORK</p> <p>Notwithstanding anything contained in the contract, it should be clearly noted that no extra claims lodged/to be lodged by the Sub-contractor shall be entertained by the Company in pursuant to this contract. Nevertheless if the Sub-contractor insists and raises any extra claim bills, the company shall pursue with the GAIL/EIL/B AND R in good faith, settlement of rates for extra items & claims, if raised by the Sub-contractor on the company and the decision taken by the GAIL/EIL /B AND R and the Company shall be binding upon and acceptable to the Sub-contractor corresponding to and relevant with his part of the work. It should also be clearly understood that the pursuing of the Sub-contractor's claim on the company in good faith with the GAIL/EIL/B AND R shall not mean under any circumstances, Company's acceptance of the rates of extra items and claims raised by the Sub-contractor on the Company and at no point of time, Sub-contractor's plea that irrespective of the decision taken by the GAIL/EIL /B AND R, the rates of extra items and claims shall have to be paid to the Sub-contractor based on his claim stating that the contract is between the Company and the Sub-contractor having no relationship with the GAIL/EIL /B AND R, shall contractually hold good</p>



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		because the company have pursued Sub-contractor's bills with the client in good faith only without going through the merit of the same.
67.	<u>TIME SCHEDULE</u>	The work should be completed within 1.5 (One and half) month from the date of issue of LOI/Work order whichever is earlier.
	(I)	The time indicated 1.5 (One and half) month for completing all the works in all respects as per drawings, Bill of Quantities and instructions of Engineer-in-Charge.
	(II)	The time of completion shall be reckoned from date of award of contract, which shall be the date of issue of Letter of Intent (LOI)/WO whichever is the earlier.
	(III)	The time of completion shall include the time required for mobilization, demobilization, carrying out the work as per technical specification, codes, standards, scope, SOQR and submission of reports as per the requirement of the contract document and direction of Engineer-in-charge.
68.	<u>SPECIFICATION AND INSPECTION</u>	
	(a)	Entire work has to be carried out strictly as per the standards and drawings of which is submitted by vendor and approved by B AND R as applicable for this works.
	(b)	Works will be accepted only after the same is inspected and accepted by B AND R.
69.	<u>SETTING OUT /SUPERVISION:</u>	<p>Bench Mark: The Sub-contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Owner and for the correctness of the positions, levels, dimensions and alignment of all parts of the Facilities and for the providing of all necessary instruments, appliances and labour in connection therewith.</p> <p>If, at any time during the progress of installation of the Facilities, any error shall appear in the position, dimension, level or alignment of the Facilities, the Sub-contractor shall forthwith notify the ENGINEER-IN-CHARGE of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the ENGINEER-IN-CHARGE.</p> <p>Inspection by GAIL/EIL/B AND R of any setting-out of any line or level shall not in any way relieve Sub-contractor of its responsibility for the correctness thereof. Sub-contractor shall carefully protect and preserve all reference points, aids and data used in setting-out the Facilities.</p> <p>Sub-contractor's Supervision: The Sub-contractor shall give or provide all necessary superintendence during the installation and construction of the Facilities, and the Engineer-In-Charge or its deputy shall be constantly on the Site to provide full time superintendence of the installation. The Sub-contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.</p>
70.	<u>Site Visit by the Sub-contractor</u>	By submitting the bid, bidders shall be deemed to have inspected and examined the work site, its surroundings, locality, nature of the ground and subsoil, the scope and nature of work, materials necessary for the completion of work, safety requirements, quality requirements, environmental requirements, statutory requirements and other requirement of B AND R. Bidders will also be deemed to have obtained all information to the risks and contingencies, responsibilities and other circumstances which might influence/ affect on his bid and to have taken into account all conditions and difficulties that may be encountered during the progress of work. The rates quoted in the bid shall be deemed adequate to complete the works according to the agreement and to cover the entire responsibility involved in the execution, completion and maintenance of the work. Bidder shall further be deemed to have included all labour, lead, lifts, loading and unloading, transportation, storage, cost towards compliance to statutory rules and all other charges necessary for completion of the work. Work under the contract shall be executed as given in this tender document and as required at site whether specifically



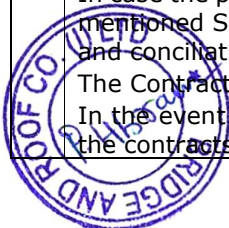
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		mentioned or not. The Contractor shall carry out and complete the work under the contract in every respect in conformity with the contract documents/ work order and as per direction and to the satisfaction of the Engineer-In-Charge.
71.	<u>COMPENSATION FOR IDLE TIME</u>	Notwithstanding anything to the contrary, no idle time costs, expenses, payments etc. or extended stay charges of any nature whatsoever shall be made or claimable by the Sub-contractor under any circumstances.
72.	DELETED	
(a)		at its own cost visited, inspected and examined to its satisfaction the Site and its surroundings and where applicable, any existing structures or works on, over or under the Site; and
(b)		Satisfied itself as to:
	(i)	The form and nature of the Site, its climatic, hydrological, ecological, environmental, (including without limitation all hazards and the potential for any contamination of the Site etc) sub-soil and general conditions of the Site, and its adequacy for the purposes of Execution of the Facilities;
	(ii)	The risk of injury or damage to property adjacent to the Site and to occupiers of such property or otherwise;
	(iii)	risks, contingencies and other circumstances which may influence or affect the Work;
	(iv)	The extent and nature of the design (incidental to Construction of Works and/or Permanent Works to the extent defined in the Contract), work, plant and materials necessary for the design and Execution of the Facilities;
	(v)	The means of communication with and access to the Site, the accommodation it may require and the adequacy of the rights of access set out in the Contract for those purposes;
	(vi)	The precautions and the times and methods of working necessary to prevent any nuisance, whether public or private, being caused to any third parties;
	(vii)	Conditions as to availability and access to facilities.
	(viii)	Availability and quality of labour, water and electrical power for the Works;
	(ix)	Local laws, regulations and customs and any laws; and
	(x)	<p>The adequacy, correctness, and suitability of all data made available to the Sub-contractor by or on behalf of the GAIL/EIL/B AND R related to the design (incidental to Construction of Works) requirements and the Works as are relevant to the Work.</p> <p>Further, the Sub-contractor accepts total responsibility for having foreseen all difficulties and costs and expenses of successfully completing the Facilities. No claim by the Sub-contractor for additional payment or compensation or any extension of Time for Completion will be allowed on the ground of any misunderstanding or misapprehension in respect of the matters referred to in this Clause or any hardship caused or on the ground that incorrect or insufficient information was given to it by any person, whether or not in the employment of the GAIL/EIL/B AND R or any of its representative. It is further provided that subject to the express provisions of the Contract, the Sub-contractor shall not be relieved from any liability, risk, or obligations imposed on or undertaken by him under or in relation to the Sub-contractor on any such ground or on the ground that he did not or could not foresee any matter which may in fact affect or have affected the design (incidental to the Construction of Works) or execution of the Facilities.</p>



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73.	<u>Registration of the Contract with Statutory Authorities</u> Within 30 (thirty) days from the issue of LOI/WO whichever is earlier the Sub-contractor shall register themselves and the Sub-contractor at their own cost with all relevant Governmental Authorities and as may be required pursuant to Applicable Law, including without limitation, the Reserve Bank of India, Income Tax authorities and GST authorities. 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 the Client/B AND R for record.
74.	<u>Site Cleaning</u> The Sub-contractor shall take care for cleaning the Site from time to time for easy access to the site and also from safety point of view. All such work shall be carried out by the Sub-contractor at its own cost and risk.
75.	<u>Deleted</u>
76.	<u>Deleted</u>
77.0	<u>PRICE ADJUSTMENT FOR DELAY IN COMPLETION</u>
77.1.0	Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in tender or due to OWNER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.
77.2.0	All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.
78.	<u>GATE PASS FORMALITY:</u> Since the entire security system of GAIL/EIL, Plant is controlled by Security Personal / CISF, all the s/staffs should have proper identification cards along with individual police verification reports, Medical Fitness Certificate so that necessary gate passes can be arranged for them. All other safety & security measures of the plant should be strictly followed by the Sub-contractor.
79.	<u>LABOUR LICENSE:</u> Labour License shall be obtained by B AND R.
79.1	Technical Specification, Standards, Scope of Work of GAIL/EIL are given in this tender for tendering purpose. Bidder should read only those parts which are applicable for the work of this tender. If any other Technical Specification, Standards of GAIL/EIL required to complete this work shall be provided to Sub-contractor at execution stage.
80.	<u>ARBITRATION:</u> B AND R confidently feel that there shall not arise any disputes or differences during execution and completion of the order/contract by the Sub-contractor(s). However, in the event of any dispute arising between the Company and the Sub-contractor (hereinafter referred individually as "the Party" and collectively as "the Parties"), concerning the interpretation of any terms and conditions of the Contract and / or contractual obligations/performance / liabilities / responsibilities of the Parties to the said Contract, the disputing Party shall refer the matter to the other Party for holding a mutual discussion for resolving the dispute. In case the parties fail to arrive to any settlement through mutual discussion, either of the parties may avail the following remedies:



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	<u>Resolution of Dispute through Conciliation :-</u>
(i)	<p>Any party may refer the dispute for Conciliation under Rules of Conciliation and Arbitration under SCOPE Forum of Conciliation and Arbitration (SFCA), 2003 and amendments made thereto from time to time (hereinafter referred as "the Rules") by making application to the Secretariat of the SCOPE Forum.</p> <p>The Party initiating conciliation shall send to the other party & written invitation to conciliate under the Rules, briefly identifying the subject matter of the dispute.</p> <p>The settlement so rendered between the Parties in pursuance thereof shall be final and binding on the parties.</p> <p>If the other party rejects the invitation, there will be no conciliation proceedings at all.</p>
	<u>Resolution of Dispute through Arbitration:</u>
(ii)	<p>In case the dispute is not settled by conciliation within 30 days of the initiation of conciliation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by Arbitration, in accordance with the Rules of Arbitration of SCOPE Forum of Conciliation and Arbitration, 2003 and amendments made thereto from time to time.</p> <p>The entire proceedings of Arbitration shall be governed under the Arbitration and Conciliation Act, 1996.</p>
	<u>Resolution of Dispute through Arbitration:</u>
(ii)	<p>The venue of Arbitration shall be mutually decided by the parties.</p> <p>In case the parties do not agree for resolution of dispute through Conciliation and Arbitration by the above-mentioned SCOPE Forum, the disputing Party shall opt for stipulated rules laid down under the Arbitration and conciliation Act, 1996.</p> <p>The Contract and the Parties therein shall be governed under the jurisdiction of Kolkata High Court.</p> <p>In the event of any dispute of difference relating to the interpretation and application of the provisions of the contracts and commercial agreements (except Income Tax, Customs, Excise Duty and also concerning Railways) between company (B AND R) and any other Public Sector Undertaking/Government Department/Bank/Port Trust etc., such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary of the Government of India in-charge of the Department of Public Enterprises. <u>The Arbitration and Conciliation Act,1996 shall not be applicable to arbitration under this clause.</u></p> <p>The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.</p> <p>Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>
	<p>Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as mentioned above, which is as per O.M.No.4(1)/2011-DPE(PMA)GL dated 12.6.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. Of India or any modification issued in this regard.</p>
	<u>Resolution of Dispute through Arbitration:</u>
(ii)	<p>In case the dispute is not settled by conciliation within 30 days of the initiation of conciliation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by Arbitration, in accordance with the Rules of Arbitration of SCOPE Forum of Conciliation and Arbitration, 2003 and amendments made thereto from time to time.</p> <p>The entire proceedings of Arbitration shall be governed under the Arbitration and Conciliation Act, 1996.</p> <p>The venue of Arbitration shall be mutually decided by the parties.</p> <p>In case the parties do not agree for resolution of dispute through Conciliation and Arbitration by the above-mentioned SCOPE Forum, the disputing Party shall opt for stipulated rules laid down under the Arbitration and conciliation Act, 1996.</p> <p>The Contract and the Parties therein shall be governed under the jurisdiction of Kolkata High Court.</p> <p>In the event of any dispute of difference relating to the interpretation and application of the provisions of the contracts and commercial agreements (except Income Tax, Customs, Excise Duty and also concerning</p>



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Railways) between company (B AND R) and any other Public Sector Undertaking/Government Department/Bank/Port Trust etc., such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary of the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to arbitration under this clause.

The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as mentioned above, which is as per O.M.No.4(1)/2011-DPE(PMA)GL dated 12.6.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. Of India or any modification issued in this regard.

FORCE MAJEURE:**81. CONDITIONS FOR FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the OWNER and the CONTRACTOR.

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

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

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

82. Deleted**83. JURISDICTION:**

In regard to all disputes or claims arising out of this Contract of whatever nature, only the High Court at Kolkata shall alone have the exclusive jurisdiction.

84. SPLITTING OF WORK:

The work is to be carried out by engaging one contractor.

However, with reference to Letter No. 190/ Mech/ Corres/ Various Org/Stakeholder/2021-22 dated 18/19.04.2022 of MSME DEVELOPMENT INSTITUTE, Govt. of India, Ministry of MSME where they have clarified that " as per PP Policy 2012, Works Contract is not covered under PP Policy."



For and on behalf of the Tenderer

ANNEXURE – II**Page. 1 of 32****SPECIAL CONDITIONS OF CONTRACT (SCC)**

1.0	<u>GENERAL</u>
1.1	Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), specifications of work, drawings and other documents forming part of this contract wherever the context so requires.
1.2	Notwithstanding the sub-division of the documents into these separate parts 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 in so far as it may be practicable to do so.
1.3	Where any provision of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
1.4	Wherever it is mentioned in the specifications that the Sub-contractor shall perform certain works or provide certain facilities, it is understood that the Sub-contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.
1.5	The materials, design and workmanship shall satisfy the relevant Indian/ ASME/API/BS/OISD or any other Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to these contained in the standard codes and specifications, these additional requirements shall also be satisfied.
2.0	<u>SCOPE OF WORKS</u>
	Scope of work to be executed under this tender shall include but not limited to the following works which is only indicative but not exhaustive. The Sub-Contractor shall carry out and complete all related works so as to make the scheme complete in all respect of technical requirements and to deliver the desired output/performance.
2.1.0	Carry out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.
	Scope of Supply structural and sheeting material etc. envisaged in this tender shall include but not limited to the following: -
	<u>SPLITTING OF WORK</u> The work is to be carried out by engaging one contractor. However, with reference to Letter No. 190/ Mech/ Corres/ Various Org/Stakeholder/2021-22 dated 18/19.04.2022 of MSME DEVELOPMENT INSTITUTE, Govt. of India, Ministry of MSME where they have clarified that " as per PP Policy 2012, Works Contract is not covered under PP Policy
3.0	<u>MECHANISATION OF CONSTRUCTION ACTIVITIES AND MOBILISATION OF CONSTRUCTION EQUIPMENT</u>
3.1	<u>Mechanization of Construction Activities</u>
3.1.1	The CONTRACTOR shall mechanize the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.



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3.1.2	Wherever Rain protection shed works are included in the scope, the responsibilities of CONTRACTOR shall include Design, Supply & Installation of Rain protection shed.
3.1.3	For speedy execution of work, CONTRACTOR shall also ensure use of computer software for at least the following:
	a) Progress Reporting b) Resource Deployment c) Communication
3.1.4	CONTRACTOR further agrees that Contract price is inclusive of all the associated costs, which he may incurred for actual mobilization, demobilization required in respect of use of mechanized construction techniques and that the OWNER/ CONSULTANT in this regard shall entertain no claim whatsoever.
3.2	<u>Mobilization of Construction Equipment</u> The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time schedule, progressively deploy minimum construction equipment, tools and tackles and further augment the same depending on the exigencies of work and as decided by the Engineer-in-Charge so as to suit the construction schedule within scheduled completion date without any additional cost to OWNER/B AND R.
4.1.0	<u>CONTRACTOR-SUPPLIED MATERIALS</u>
	All type of consumables, tools & tackles required to complete the job in all respect.
	Supply of materials such as GI Sheet, MS Hallow Pipes, structural section, MS Pipe etc. required to complete the job in all respect.
	All type of manpower (Highly Skilled, Unskilled labour, Supervisor, engineer, safety personnel, quality personnel, etc.) required to complete the job in all respect.
	Construction Water & Drinking water.
	Transportation & accommodation for contractor's Engineer, staff, supervisor, highly skilled, semi-skilled & unskilled labours, operators, PF, Labour Welfare Cess / BOCW, etc. as required to complete the job in all respect.
	Insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY).
	All types of PPEs like safety shoe, safety glasses, safety belts, safety helmet, nose mask, gum boot, hand gloves etc. Gate Pass formalities (Aadhar Card, Passport Photo etc.) as required to complete the job in all respect.
	Except for scope of supply by B AND R, any other resources required to complete the work but not specifically mentioned above shall be in scope of contractor.
5.0	<u>Transit Insurance</u>
5.1.0	Sub-Contractor shall take appropriate insurance policy to cover the Sub-Contractor-supplied equipment/materials during their transit, till delivery at site.
6.0.0	<u>WATER & POWER SUPPLY</u>
6.1.0	<u>Water supply:</u>
6.1.1	The Sub-Contractor shall arrange water/ procure water required for the work at his own cost for all leads and lifts. B AND R/GAIL shall not be responsible for supplying water and Sub-Contractor shall ensure timely and adequate supply of water to meet the schedule.



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6.2.0	<u>Power supply:</u>
6.2.1	<p>Owner/B AND R will provide power on chargeable basis. The per unit charge towards electricity will be Rs12/unit. The power will be provided at a single point from where SUB-CONTRACTOR shall make his own arrangement for temporary distribution & metering facility. Unit as mentioned above shall mean kVAh.</p> <p>Till the time Owner / B AND R is not able to provide electricity, the Sub-Contractor shall make his own arrangement for power required for the work at his cost. DG set of suitable capacity may be installed and operated by the Sub-Contractor at his cost. The electrical works shall be carried out through Licensed Electrical personnel only.</p>
7.0.0	<u>TIME OF COMPLETION</u>
7.1.0	Time of completion for the entire works shall be 1.5 (One and half) month from the date of issuance of Letter of Intent (LOI).
7.2.0	The time for completion shall include time for intended system engineering and its approval by the GAIL/B AND R, submission of document, construction drawing, supply of materials, installation, testing, trial run, commissioning of the entire work in all respect complete to the entire satisfaction of the Engineer-in-Charge.
8.0.0	<u>WORK SCHEDULE</u>
8.1.0	Upon award of work the Sub-Contractor shall submit detailed work schedule to the Engineer -In-Charge covering all activities related to supply, installation, testing and commissioning under their scope of work.
9.0.0	<u>MODE OF MEASUREMENT</u>
9.1.0	Except where any general or detailed description of the work in quantities expressly those to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Quantities/Specification notwithstanding any provision in the relevant standard method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Quantities/Specification measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.
10.0.0	<u>ON ACCOUNT PAYMENT</u>
	Refer Annexure-IV enclosed
11.0.0	<u>PERFORMANCE OF WORKS, INSPECTION AND TESTING</u>
11.1.0	the Sub-Contractor shall without entitlement to any additional compensation or remuneration at his own cost and initiative, shall take all steps necessary to protect the trenches already dug, and/or the pipes and other materials, equipment and machinery at site during the rain and from the effects thereof, and the Sub-Contractor shall, at his own cost and initiative, do and perform all such rectification, repairs and/or re-workings as shall be necessary.



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11.2.0	The Sub-Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise stipulated.
11.3.0	All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Sub-Contractor shall be carried out by Sub-Contractor at his own cost. All test equipment including all recording/ measuring gauges/ instruments shall be calibrated and necessary certificate of compliance issued by the Statutory agency/body to the effect that the test equipment's / instruments have been calibrated as per standard practices and found meeting the norms shall have to be furnished by the Sub-Contractor. The entire cost of carrying out such calibration and furnishing of the compliance certificate from a Statutory Authority/ body shall be at the expense of the Sub-Contractor.
11.4.0	The work is subject to inspection at all times by the Engineer-in-Charge. The Sub-Contractor shall carryout all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications, the technical documents and the relevant codes of practice furnished to him during the performance for the work. Sub-Contractor shall discuss his daily work programme with Engineer-in-Charge before starting the same every day.
11.5.0	Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Sub-Contractor shall carry out the rectification at his own cost.
11.6.0	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.
12.0.0	<u>GUARANTEE</u>
12.1.0	<u>Manufacturer's Guarantee:</u>
12.1.1	The manufacturer's guarantee for all bought out items shall be made available to the GAIL/B AND R and shall be valid for the entire defect liability period. However, this does not absolve the Sub-Contractor of his responsibilities under defect liability clause to perform in attending to the defects noticed and rectifying these without any delay.
12.1.2	Manufacturer's/ Sub-Contractors guarantee, for any replaced equipment shall also be made available to the GAIL/B AND R and shall be kept valid at least for one year from the date of last replacement.
12.1.3	The manufacturer's guarantees for all bought out items shall be valid for the entire defect liability period. Guarantee certificates of all bought out items as mentioned shall be submitted to the GAIL/B AND R by the Sub-Contractor
13.0.0	<u>CONSTRUCTION</u>
13.1.0	<u>Rules and regulations</u>
13.1.1	Sub-Contractor shall observe, in addition to codes specified in respective specifications, all national and local laws, rules and regulations and requirements pertaining to the work. The work at many station locations is to be executed within operation installations.
13.2.0	<u>Quality Assurance/Quality Control Procedures</u>
13.2.1	The Tenderer shall submit, a detailed Quality Assurance Procedure (QAP) to the GAIL/B AND R for approval. The QAP should indicate the organizational approach for quality control and quality assurance plan for the job and also provide objective, verifiable evidence that they have carried out all activities for the purpose and followed the specifications, as laid down in the tender documents and procedure. The QAP will include the following:



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	(i)	Quality Control Plans showing the details of all the activities to be examined by the quality control group of the Sub-Contractor and also the activities which are proposed to be inspected by inspection agency of the Sub-Contractor appointed with due approval of the B AND R/GAIL/Owner and along with the documentation which shall be maintained and submitted to the B AND R/GAIL/Owner.
	(ii)	Quality Control Plan and Quality Assurance Procedure, in case a portion of the work or supply is being carried out by a sub-Sub-Contractor/ specialized agency.
13.3.0	Field Inspection	
13.3.1	Sub-Contractor shall have a competent Superintendent on the premises, at all the times during performance of the work. Any instruction given to the Superintendent shall be construed as having been given to the Sub-Contractor.	
13.4.0	Erection and Installation	
13.4.1	The Sub-Contractor shall carry out required supervision and inspection as per the Quality Assurance plan and furnish all assistance required by the GAIL/B AND R in carrying out inspection work during this phase. The GAIL/B AND R shall have engineers, inspectors or other authorized representatives, who shall have free access to the work, at all the times. If representative of the GAIL/B AND R notifies the Sub-Contractor's authorized representative, of any deficiency, or recommends action regarding compliance with the specifications, the Sub-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 the best engineering practice.	
13.5.0	Existing Services	
13.5.1	Existing drains, pipes, petroleum pipelines, cables, overhead wires and similar services encountered in the course of the work shall be protected against damage by the Sub-Contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the GAIL/B AND R thereof, or otherwise occupy a part of the site in a manner, not likely to hinder the operation of such services.	
13.5.2	Any damage affecting the existing facilities / structures due to the Sub-Contractor's fault shall be repaired by the Sub-Contractor at his own cost to the satisfaction of Engineer-in-Charge/ concerned authority.	
13.6.0	Construction Equipment	
13.6.1	Sub-Contractor shall ensure all construction equipment to be in sound operating condition, safe and fit for the purpose and use intended for and to have a sufficient supply of spare parts to avoid delays in the performance of the work resulting from loss of use. Latest test certificates wherever required shall be made available for reference to the Site Engineer/ Engineer-in-Charge. All construction equipment shall be subject to inspection and approval from time to time by the GAIL/B AND R for the purpose of ensuring conformity with the foregoing standard. Any such equipment which is rejected or not conforming with the foregoing shall be promptly repaired or removed by Sub-Contractor and if removed shall be replaced as soon as practicable at Sub-Contractor's expense with suitable equipment.	
13.7.0	Clean Up	
13.7.1	The trenching and cutting involved in installation and removal of anodes and associated cabling shall be restored to original condition after installations.	
13.7.2	Sub-Contractor shall clear the job site of all pipes, surplus materials, Sub-Contractor's labour, equipment and machinery and shall demolish, dismantle and remove all temporary work structures, and construction and other items and things whatsoever brought upon, erected upon the job site and not incorporated in the permanent works and shall remove all rubbish from the job site and shall clear, dress and restore the job site to the satisfaction of the Site Engineer and shall completely vacate the job site.	



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14.0.0	<u>SAFETY & POLLUTION CONTROL</u>		
14.1.0	Sub-Contractor shall take all reasonable precautions to avoid pollution or contamination of the air, land or water arising out of the performance of the work. Disposal of returns and cuttings produced by the work shall not be allowed to be discharged in the river. Sub-Contractor shall make arrangement at his own cost and initiatives to dispose off the return and cuttings generated from the drilling operation, as to avoid any pollution to the environment. Should there be a discharge or escape of appreciable quantity of pollutants or contaminants during performance of its obligations under this contract which occurs as a result of activities of the Sub-Contractor or its sub-Sub-Contractor, the Sub-Contractor shall immediately take all necessary actions to contain, control, recover or disperse the substance and to eliminate the safety and environmental risks and correct the damage resulting there from.		
150.0.0	<u>ADHERANCE TO SAFETY PROCEDURES AND PRACTICES</u>		
15.1.0	With a view to improve the safety aspects of execution of the job based on the job requirements following penalties will be imposed for violation/non-adherence of safety procedures:		
	Sl. No.	Nature of Violation	Penalty
	a)	For not using personal protective equipment like Helmet, Safety Shoes, and other safety gadgets as applicable as per nature of work.	Rs.500/- per day/Item / Person
	b)	Working without Work Permit/Clearance	Rs.20,000/- per occasion
	c)	Execution of work without deployment of requisite field engineer / supervisor at work spot	Rs.5,000/- per violation per day
	d)	Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire/cables on the roads, electrical jobs by incompetent person, etc.)	Rs.10,000/- per item per day
	e)	Working at height without full body harness, using non-standard/ rejected scaffolding and not arranging fall protection arrangement as required, like handrails, life-lines, Safety Nets etc.	Rs.10,000/- per case per day
	f)	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, and not keeping cylinders vertical during storage/handling, not using safety cap of cylinder).	Rs.1,000/- per item per day
	g)	Use of domestic LPG for cutting purpose / not using flash back arresters on both the hoses/tubes on both ends.	Rs.5,000/-per occasion
	h)	No fencing/barricading of excavated areas / trenches.	Rs.5,000/- per occasion
	i)	Not providing shoring/strutting/proper slope and not keeping the excavated earth at least 1.5M away from excavated area	Rs.5,000/- per occasion
	j)	Non display of scaffold tags, caution boards on erected scaffolds.	Rs.1,000/- per occasion per day
	k)	Traffic rules violations like over speeding of vehicles, rash driving, talking on mobile phones during vehicle driving, wrong parking, not using seat belts, vehicles not fitted with reverse horn / warning alarms / flicker lamps during foggy weather	Rs.3,000/-per occasion per day



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	l)	Failure to maintain HSE records by Contractor Safety personnel, in line with approved HSE Plan/Procedures/Contract specifications.	Rs.10,000/- per month
	m)	Failure to conduct daily site safety inspection (by Contractor's Site Engineer & safety officer), internal HSE meeting, internal HSE Awareness/Motivation Program and Site HSE Training at predefined frequencies (as approved in HSE Plan).	Rs.10,000/- per occasion
	o)	Poor House Keeping	Rs.5,000 /- per occasion per subject
	p)	Failure to report & follow-up accident (including Near Miss) reporting system within specific timeframe.	Rs.20,000/- per occasion
	q)	Degradation of environment (not confining toxic spills, spilling oil/lubricants onto ground)	Rs.10,000/- per occasion
	r)	Not medically examining the workers before allowing them to work at height / to work in confined space / to work in shot-blasting / to work for painting / to work in bitumen or asphalt works, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.	Rs.5,000/- per occasion per worker
	s)	Violation of any other safety condition as per job HSE plan / work permit and HSE conditions of contract (e.g. using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-availability of First-Aid box at site, not providing dead man handle switch for blasting, whiplash arrestor for the compressor line, not using hood with respiratory devices by blaster for shot/grit blasting, etc.)	Rs.5,000/- per occasion
	t)	Failure to deploy adequately qualified and competent Safety Officer	Rs.10,000/- per day per Officer
	u)	Utilization of hydra/back-hoe loader for material shifting or any other unauthorized /unsafe lifting works	Rs.25,000/- per occasion
	v)	Any Fatal Accident	Rs.10,00,000/-per fatality
	w)	Any violation not covered above	To be decided by B AND R/GAIL/Owner.
Note: Penalty amount deducted from the contractor shall be utilized by B AND R/owner/EIC for the promotion of the safety during the currency of the project			
In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization /Treatment charges and Group insurance amount, compensation shall be paid by the Sub-Contractor to the affected person / his family members in presence of Engineer-in-charge as per Workmen Compensation Act.			



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15.2.0	Safety practices while working at height
15.2.1	In line with the OISD guidelines on "Safety practices during construction" (OISD-GDN-192), the Sub-Contractor shall ensure that additional safety measures like providing Fall Arrestor type safety belt, safety net for all activities being done in line with tender requirements at a height of 2.5meters and more depending upon the site conditions and job requirements.
16.0.0	INDEMNITY AND INSURANCE
16.1.0	The Sub-Contractor shall undertake to provide comprehensive accident insurance coverage in respect of every employee employed by him for carrying out B AND R/Owner's job. Sub-Contractor shall satisfy the B AND R/Owner of the same within the time prescribed by the B AND R/Owner but before the actual commencement of the job awarded to him.
16.2.0	Insurance of all the equipment, machinery, plant, tools & tackles, vessels and any other equipment brought to site for completion of work and which are not meant for permanent incorporation in the work shall be to the Sub-Contractors account and suitable insurance cover should be taken on his own.
17.0.0	DRAWING
17.1.0	The drawings accompanying this tender document are preliminary and are intended to be studied by the Tenderer in order to form an idea about the nature and extent of works involved.
18.0.0	<u>Deleted</u>
19.0.0	QA/QC
19.1.0	<u>Deleted</u>
20.0.0	PRICE ESCALATION
20.1.0	Rates given in the Schedule of Rates (SOR) shall remain fixed and firm for the term of the Contract and price and rates so stated shall not be subject to any escalation within the said time. The contract price shall be deemed to be firm and valid for the entire duration of the contract till the completion of work, and shall not be subject to any adjustment due to increase in price of materials, utilities, etc. or any other input for performance of work and the contract.
21.0.0	<u>Deleted</u>
22.0.0	Off-loading Right to B AND R/GAIL: At any stage of performance evaluation, in the event Sub-Contractor's performance is rated as Fair or Unsatisfactory, B AND R/GAIL without prejudice to any or all other rights & remedies available to it under the contract shall be entitled to offload part of the work with all consequences thereto and/or without prejudice to any other rights and remedies available to B AND R/GAIL in terms of the contract, B AND R/GAIL shall be entitled to terminate the Contract with all consequences thereto.
23.0.0	BANNING: Not to consider the Sub-Contractor in future jobs.
24.0.0	SCHEDULE OF RATES
24.1.0	All the items of work mentioned in the schedule of rates and covered by the Contract shall be carried out as per the drawings, specifications and direction of Engineer-in-Charge and shall include all labour, materials, tools, tackles, etc. required to complete the job.



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24.2.0	The Sub-Contractor shall be and remain at all time exclusively responsible to provide all material, consumables, labour supervision, equipment tools machines, permits, licenses, casements and facilities and other items and things whatsoever required for or in connection with the work, included but not limited to those indicated by expression or implication in the Schedule of Rates, Specification, plans, drawings and/or other Contract documents or howsoever otherwise as shall be or may from time to time at anytime be necessary for or in connection with the work either for incorporation within the permanent works or in relative to the execution and performance of the work.
25.0.0	LAND:
25.1.0	Land will be made available to the SUB-CONTRACTOR within plant premises for setting up of temporary facilities like Office, storage Areas, warehouses and Lay-down Area at free of cost if the same will be provided by Client.
25.2.0	The SUB-CONTRACTOR shall at his own cost and initiative construct temporary buildings and make suitable arrangements for water and power supply thereto and for provision of sanitary, drainage and dewatering arrangements thereof in accordance with plans / designs / layouts previously approved by the Site Engineer in this behalf.
25.3.0	Any land provided by the OWNER to the SUB-CONTRACTOR within the provisions here of shall be strictly on a licence basis, and shall not create any right, title or interest whatsoever in the SUB-CONTRACTOR herein or in respect thereof.
26.0.0	<u>PRICE ADJUSTMENT FOR DELAY IN COMPLETION</u>
26.1.0	The contractual price payable shall be subject to adjustment by way of discount as hereinafter specified.
	Time is the essence of the contract. In case the Sub-Contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5 % of the value of the contract, by way of reduction in price for delay and not as penalty. The parties agree that this is a genuine pre estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the Sub-Contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. B AND R shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the Sub-Contractor including Security Deposit. The B AND R shall be at liberty to deduct or retain from any amount payable to the Sub-Contractor periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the Sub-Contractor
26.3.0	The starting date for discount calculation shall be subject to variation upon extension of the date for Completion of the Unit(s)/final completion of the works with a view that upon any such extension there shall be an equivalent extension in the starting date for discount.
26.4.0	It is specifically acknowledged that the provisions of Clause constitute purely a provision for price adjustment and/or fixation and are not to be understood or construed as a provision for liquidated damages or penalty under Section 74 of the Indian Contract Act or otherwise.



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27.	<p>LOCATION OF SITE : Bridge and Roof Co.(I) Ltd. C/o. Gas Authority of India Limited (GAIL) Composite Work, DH-PP Project, USAR, P.O. Malyan, Alibagh, Dist- Raigad, Maharashtra-402203</p>
28.	<p>SUB-CONTRACTOR'S RESPONSIBILITY The Sub-Contractor shall carry out work with due care and diligence in a professional manner, using sound engineering and project management and supervisory procedures and in accordance with Good Industry Practice such that besides complying with every requirement and obligation set forth in this Contract and Applicable Law, the Sub-Contractor also ensures that the Facilities are fit for the intended purpose of the B AND R/GAIL. Sub-Contractor represents and warrants that it has the requisite skills, experience, expertise and capacity to perform the Scope of Work in the foregoing manner and to satisfy and fulfill all of its obligations and responsibilities under this Contract.</p>
	- All types of required manpower (i.e. highly skilled, skilled, semi-skilled, unskilled labours, supervisors, engineers, etc.)
	- All types of consumable materials.
	- II structural and sheeting material required for Shed work
	- Construction Power & Construction Water
	- All types of tools & tackles
	- Machineries (i.e. Welding Machines, Grinding Machines, Gas Cutting Set, Electrodes, Grinding Wheels etc.)
	- Drinking Water
	- Transportation & accommodation for contractor's staff & labours.
	- ESite Office, Site Store
	- SIC, PF, Labour Welfare Cess (BOCW), Labour family medical insurance
	- Professional Tax on their employees & labourers as per Govt. guidelines
	- Insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY).
	- All types of PPE Items
	- Gate Pass formalities
	- Except for scope of supply by B AND R, any other resources required to complete the work but not specifically mentioned above shall be in scope of contractor.
29.0	<p>SUB-CONTRACTOR'S SUPERVISION: The Sub-Contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-Charge, the Sub-Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, to the Sub-Contractor shall at his own expense employ as his accredited agent an engineer approved by the Engineer-in-Charge. Orders given to the Sub-Contractor's agent shall be considered to have the same force if those had been given to the Sub-Contractor himself. If the Sub-Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as suitable agent is appointed and the Sub-Contractor shall be held responsible for the delay so caused to the works.</p>



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	No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative & the Sub-Contractor shall afford full opportunity for examination of WORK. The Sub-Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination & the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers if necessary & advised the Sub-Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such WORK.
	Department Officers of GAIL/B AND R concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Sub-Contractor shall give such facilities as may be required or such inspection and examination.
	Sub-Contractor shall execute the work strictly as per drawings, technical specification and details supplied by or approved by the Engineer-in-charge of GAIL/B AND R, also as per relevant standard specification, codes of practice etc. applicable for the work whether specifically mentioned or not. However, in the event of contradictory provision, if any, between the specification approved by B AND R/GAIL and those given in Standard Specification and Codes, the former (i.e. specifications approved by the GAIL) shall prevail and govern.
30.0	<u>TIME FOR COMPLETION</u>
30.1	The SUB-CONTRACTOR shall complete in all respects in accordance with the Contract for the entire work at job Site within the time specified in this behalf in the Completion Schedule.
30.2	If B AND R/GAIL so requires, the Progress Schedule in the form of PERT chart. giving the latest dates of starting and the latest dates of finishing of various operations comprising time work as also the activities in the critical path and the latest dates for achievement of specific milestones in respect of the work so as to complete in all respects the works (including testing and consequential operations) within the time provided in the Time Schedule. This Progress Schedule should also indicate the interlinking of the various activities and bring to light the specific/critical items on which the inputs from B AND R/GAIL Engineer-in- Charge or other agencies, if any, would be required, to ensure adherence to the schedule.
30.3	If the SUB-CONTRACTOR shall fail to submit to B AND R/GAIL Engineer-in-Charge a Progress Schedule as envisaged above or if B AND R/GAIL Engineer-in-charge and SUB-CONTRACTOR fail to agree upon the Progress Schedule as envisaged above then the Engineer-in-Charge shall prepare the Progress Schedule (the dates of progress as fixed by the Engineer-in-Charge being final and binding upon the SUB-CONTRACTOR except as herein otherwise expressly provided), and shall issue the Progress Schedule so prepared to the SUB-CONTRACTOR which shall then be the Approved Progress Schedule and all the provisions of Clause shall apply relative thereto.
30.4	Any reference in the Contract Documents to the "Approved Progress Schedule" or to the "Progress Schedule" shall mean the "Approved Progress Schedule" specified in Clause above or the Progress Schedule" prepared and issued by the Engineer-in-Charge as specified in Clause above. whichever shall be in existence. In the absence of such approved Progress Schedule or such Progress Schedule prepared by the Engineer-in-charge, the Progress Schedule First prepared by the SUB-CONTRACTOR (with time incorporation of B AND R's /GAIL's Engineer-in- Charge comments thereon. if and) shall until such approved Progress Schedule or such Progress Schedule prepared by the Engineer-in-charge comes into existence be deemed to be the Progress Schedule for the purpose of the Contract.



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30.5	Within 7 (seven) days of the occurrence of any act, event or omission which, in the opinion of the SUB-CONTRACTOR is likely to lead to delay in the commencement or completion or any particular work(s) or operation(s) or time entire work at any Job site(s) and is such as would entitle the SUB-CONTRACTOR to an extension of the time specified in this behalf in the Progress Schedule(s), the SUB-CONTRACTOR shall inform the Site Engineer and the Engineer-in-Charge in writing of the occurrence of the act, event or omission and the date of commencement such occurrence. Thereafter if even upon the cessation of such act or event or the fulfilment of the omission, the SUB-CONTRACTOR is of opinion that an extension of time specified in the Progress Schedule relative to particular operation(s) or item(s) or work or the entire work at the job site(s) is necessary the SUB-CONTRACTOR shall within 7 (seven) days after the Cessation or fulfilment as aforesaid make a written request to the Engineer in-charge for extension of the relative time specified in the Progress / Schedule and the Engineer-in-charge may at any time prior to completion of the work extend the relative time of completion in the progress schedule for such period(s) as he considers necessary, if he is of opinion that such act, event or omission constitutes a ground for extension of time, in terms of the Contract and that such act, event or omission has in fact resulted in insurmountable delay to the SUB-CONTRACTOR.
30.5.1	The application for extension of time made by the SUB-CONTRACTOR to the Engineer-in-Charge should contain full details of -
	(a) The notice under Clause 30.5 with a copy each of the notice sent to the Engineer-in- Charge and, Site Engineer,
	(b) The activity for the progress schedule affected.
	(c) The bottleneck(s) or obstruction(s) perceived/experienced and the reason(s) therefore.
	(d) Extension required/necessitated on account of (c) above
	(e) Extension required / necessitated on account of reasons attributable to B AND R/GAIL
	(f) Extension required/necessitated on account of force majeure.
	(g) The total extension of time (if any) required/ necessitated for completion. taking the above into-account and after eliminating all overlaps.
30.5.2	The opinion/ decision of the Engineer-in-Charge in this behalf and as to the extension of time necessary shall subject to the provisions of clause 30.6 hereof, be final and binding upon the SUB-CONTRACTOR.
30.6	Notwithstanding the provisions of clause 30.5 hereof, time B AND R/GAIL may at any time at time request of the SUB-CONTRACTOR made by way of appeal either against the decision of the Engineer-in-Charge taken under clause 30.5 or against the Engineer-in-Charge's refusal to take a decision under the said clause, if satisfied of the work or any item or operation thereof for such period(s) as time B AND R/GAIL may consider necessary, and the decision of time B AND R/GAIL as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the SUB-CONTRACTOR
30.7	Subject as elsewhere herein or in the Tender documents expressly provided, only the existence of force majeure circumstances as defined in clause hereof shall afford the SUB-CONTRACTOR a ground for extension of time for completion of the work or any part of the work or any operation(s) involved therein, and specifically without prejudice to the generality of the foregoing. inclement weather, strike, shutdown, third party breach, delay in supply of material(s) or commercial hardship shall not afford the SUB-CONTRACTOR a ground for extension of time or relieve the SUB-CONTRACTOR of his/its full obligations under the Contract, nor will any forced shutdown or idleness or other impediment in progress or completion of time work due to any reason whatsoever afford the SUB-CONTRACTOR a ground for extension of time or relieve the SUB-CONTRACTOR of his/its full obligations under the Contract except and to the extent otherwise elsewhere herein specifically provided, nor shall any shut down or idle time charges be payable by B AND R/GAIL to the SUB-CONTRACTOR for delay in the commencement, progress or completion of time work due to any reason whatsoever, including due to the existence of force majeure circumstances.



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30.8	The term "FORCE MAJFURE" as employed in this contract shall mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, flies, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting the country as a whole.
30.9	Upon an extension of time for completion of time work or any part of the work or any operation(s) involved therein pursuant to Clause 30.5 hereof, the extended date/time of completion shall be deemed to be the relative date of completion in the Progress schedule and such extension shall constitute the sole remedy of time SUB-CONTRACTOR for and/or arising out of such delays, and the SUB-CONTRACTOR hereby waives any and all contrary rights.
30.10	The mere fact that B AND R/GAIL shall not have terminated the contract or that B AND R/GAIL or Engineer-in-charge has permitted the SUB-CONTRACTOR, for the time being, to continue with the work for its completion shall not prejudice the full rights and remedies available to B AND R/GAIL under the contract arising out of the delayed completion, including the right of Price discount, damages and/or termination. Such per permission(s) shall unless specifically stated to be an extension of time under Clause 30.5 or Clause 30.6 of SCC as the case may be. not be construed as extension(s) of time under Clause 30.5 or 30.6 of SCC hereof, and shall merely constitute an indication or intimation, as the case may be of B AND R's /GAIL's willingness, for the time being, to accept the delayed completion, subject to its rights under the Contract.
30.11	No assurance. Representation, promise or other statement by any personnel. engineer or representative of B AND R/GAIL in relation to extension of time for commencement or completion of any work(s) or operation thereof or of the entire works under the Contract shall be binding upon B AND R/GAIL or shall constitute an extension of time for commencement of completion of the entire work(s) or any part of operation thereof within the provisions of Clause 30.5 or Clause 30.6 hereof, unless the same has been communicated to the SUB-CONTRACTOR in writing by the Engineer-in-charge under Clause 30.5 or by the Engineer-in-charge under Clause 30.6 and the writing specifically states that it embodies an extension of time within the provisions of Clause 30.5 or Clause 30.6 of SCC as the case may be, and without prejudice to the afore going, the prescription or signing of a Progress Schedule by the Site Engineer or any site representative of B AND R/GAIL at variance with the Progress Schedule, as the case may be, referred to in Clauses 30.2, 30.3 and/or 30.4 of SCC hereof or containing an extended time of commencement or completion in respect of the entire work(s) or any part or operation thereof shall not anyway constitute an extension on time in the terms of the Contract- so as to bind B AND R/GAIL or relieve the SUB-CONTRACTOR of all or any of his liabilities under the Contract, nor shall constitute a promise on behalf of B AND R/GAIL or a waiver by B AND R/GAIL of any of its rights in terms of the Contract relative to the performance of the Contract within time specified or otherwise, but shall be deemed only (at the most) as a guidance to the SUB-CONTRACTOR for better organizing his work on a recognition that the SUB-CONTRACTOR has failed to organize his work and/or perform the same.
31.0	<u>SCOPE OF SUPPLY :</u>
31.1	<u>BY B AND R</u> <u>The brief scope of supply under the scope of B AND R is given as below:</u>
	(i) Fabrication Yard for material storage
	(ii) WC Policy & Labour License.



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31.2	<u>BY SUB-CONTRACTOR</u> <u>The brief scope of supply under the scope of SUB-CONTRACTOR are given as below:</u>	
	(i)	All types of required manpower (i.e., Supervisor, Skilled, unskilled & semi-skilled labour etc.) for execution of work.
	(ii)	All types of consumable materials.
	(iii)	All structural and sheeting material required for Shed work
	(iv)	Construction Power & Construction Water
	(v)	Machineries (i.e. Welding Machines, Grinding Machines, Gas Cutting Set, Electrodes, Grinding Wheels etc.)
	(vi)	All types of PPEs like safety shoes, Boiler suits, safety glasses, safety belts, safety helmet, nose mask, gum boots, hand gloves etc.
	(vii)	Pradhan Mantri Suraksha Bima Yojana, Pradhan Mantri Jivan Joti Bima Yojana Insurance Policy etc.
	(viii)	Any other resources if required to complete the work in all respects.
	However, Scope of supply shall be read in conjunction with item description of Schedule of Rates & Quantities and Sub-Contractor's scope shall include supply specified in the item description of Schedule of Rates & Quantities.	
32.0	<u>REPORTS AND RECORDS</u>	
32.1	The SUB-CONTRACTOR shall, from time to time, maintain at each job site (in addition to any records or registers required to be maintained by the SUB-CONTRACTOR under any law, rule or regulation having the force of law) such records and registers as the Engineer-in-Charge or Site Engineer shall or may require the SUB-CONTRACTOR to keep and /or maintain from time to time.	
32.2	In addition to any other records or registers required to be maintained by the SUB-CONTRACTOR from time to time and / or to the reports required to be furnished by the SUB-CONTRACTOR, the SUB-CONTRACTOR shall daily or otherwise as may be prescribed by Engineer-in-Charge or Site Engineer, submit to the Site Engineer a Progress Report of all work done and / or progress achieved by the SUB-CONTRACTOR at each job site within the preceding day or the period of last report, as the case may be.	
32.2.1	The receipt and /or acceptance of any such report by the Site Engineer shall be without prejudice to the full rights and remedies of B AND R/GAIL and obligations / liabilities of the SUB-CONTRACTOR under the Contract, and shall not anyway operate as an estoppels against the B AND R/GAIL by reason of the fact that no notice or objection was taken of or to any information contained in any such report; nor shall any statement in any such report be deemed to be correct merely by virtue of the existence of such statement, and its being uncontroversial by any officer of B AND R/GAIL.	



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32.3	The SUB-CONTRACTOR shall also maintain at each job site a Site Order / Site Instructions Book, in which the day-to-day instructions of the Site engineer / Engineer-in-charge other Inspecting Officers of B AND R/GAIL shall be recorded. Each such Order / Instruction shall be duly acknowledged and compliance with time same shall also be recorded in the appropriate columns of time Site Order / Site Instructions Book. This book shall be kept available for inspection by the Officers of B AND R/GAIL. Time Site Order / Site Instruction Book shall be lodged with the Engineer- in-charge on completion of the Work or sooner determination of the contract for any cause.
33.0	<u>SUB CONTRACTS</u> No Sub contracting by the Sub-Contractor will be allowed for this tender.
34.0	<u>MISCONDUCT</u>
34.1	If and whenever any of SUB-CONTRACTOR's employee(s) shall in the opinion of the Engineer-in-charge or Site Engineer (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or insufficiently qualified or negligent in the performance of his / their duties, or if in the opinion of the Engineer-in-Charge (which shall be final) it is undesirable for any reason (which need not be disclosed to the SUB-CONTRACTOR) for such person(s) to be employed in the work, the SUB-CONTRACTOR, if so directed by the Site Engineer, shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) so removed shall not be re-employed in the work except with the prior permission in writing of the Engineer-in-charge. Any person(s) so removed from the works shall be immediately replaced at the expense of the SUB-CONTRACTOR by a qualified and competent substitute.
34.2	If, at any time, in the course of execution of the contract, B AND R/GAIL Engineer- in-charge finds that any person employed by the SUB-CONTRACTOR is not observing and/or is will fully flouting the operating security and safety precautions of the area in which he is working and / or are found to be indulging in activities prejudicial to the Interest of B AND R/GAIL, the SUB-CONTRACTOR shall forthwith ,on being directed by B AND R/GAIL Engineer-in-charge in this behalf remove or cause to be removed such person(s}, as may be named by B AND R/GAIL Engineer-in- charge in this behalf, from the site, within 24 hours of such intimation and such person(s) shall not be re-employed in this work or any other work under B AND R/GAIL, without the prior written permission of B AND R/GAIL. All repatriations of any person(s) removed from the site shall be done by the SUB-CONTRACTOR at his own cost and the vacancy(ies) so caused so caused shall be filled by the SUB-CONTRACTOR at his Own expenses by competent substitutes.
34.3	If any activities of any such person are considered by B AND R/GAIL or Engineer- in-charge to be criminal in character and/or prejudicial to the public or national interest, the SUB-CONTRACTOR shall, in addition to removing such person(s) as stipulated in 14.2 above, also co-operate with B AND R/GAIL Engineer-in-charge in lodging such complaints with the police or other authorities as B AND R/GAIL or Engineer-in-Charge considers necessary, and shall co-operate with B AND R/GAIL, in handing over such person(s) to the concerned author ties as decided by B AND R/GAIL.
34.4	The SUB-CONTRACTOR shall keep B AND R/GAIL indemnified from and against all personnel and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act or omission or intermission on part of employee of the SUB-CONTRACTOR, whether committed, omitted or arising with or without the scope of the contract or otherwise.



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35.0	<p><u>CHANGE IN CONSTITUTION OF THE SUB-CONTRACTOR</u> The SUB-CONTRACTOR, whether an individual, Proprietary concern, Partnership firm, Private limited Company or Public Limited Company, shall not make any-change(s) in its constitution, by transfer of substantial shareholding or of management (in the case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior intimation to and approval of B AND R/GAIL. Any such unauthorized change shall attract the provisions of Clause.</p>		
36.0	<p><u>SAFETY RULE</u> Sub-Contractor's employees/workmen shall observe and abide by all safety rules and regulations as imposed by the B AND R/GAIL from time to time. The Sub-Contractor shall follow and adhere to the safe construction practice and guard against hazardous and unsafe working condition within his quoted price and comply with GAIL/B AND R's Safety Rules, codes and practice as prevalent at the site of work.</p>		
37.0	<p><u>DEPLOYMENT OF LABOUR & SUPERVISOR PERSONNEL</u> The quoted rates given in the schedule of quantities are inclusive of the Sub-Contractor's rate to provide all labours, manpower and supervision etc. and he shall thereof, deploy and engage, within the quoted rates, all technical personnel, surveyor, safety & quality personnel all categories of skilled/semi-skilled/un-skilled workmen and supervising staff as required directly, indirectly for the execution or completion of the works in all respect in a perfectly workmanship like manner as per approved specifications, drawings and the time schedule/programme of completion. If at any point, it is observed by the company that deployment of supervisor personnel is inadequate and the progress of work is affected, the company shall engage Supervisors/Engineers for the Sub-Contractor's work at Sub-Contractor's risk and cost. The cost incurred by the Company shall be recovered from Sub-Contractor's Running Account Bills.</p>		
38.0 38.1	<p><u>MODE OF PAYMENT:</u> The payment terms will be same as Annexure-IV. All payment will be made only once in a month against submission of invoice by the agency along with all relevant document from our Office / Mumbai Office by RTGS/E-Payment & for the same following to be furnished.</p>		
	i)	Name of the Company:	:
	ii)	Name of Bank	:
	iii)	Name of Branch of the Bank	:
	iv)	City	:
	v)	Account No	:
	vi)	Account Type	:
	vii)	IFSC Code of the Bank Branch	:
	viii)	MICR Code of the Bank Branch	:
38.2	RA BILL SHALL BE PAID WITHIN 30 DAYS AFTER CERTIFICATION OF MONTHLY RA BILLS.		



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38.4	While claiming progress payment, SUB-CONTRACTOR shall submit documentary evidence to the effect that he has deposited EPF/ EPS/ Labour Cess/ESIC for his workers along with certificate indicating payment of minimum wages to the workmen at prevailing rates at Project site as per statute. SUB-CONTRACTOR shall also submit an undertaking that they have complied with all statutory requirement as per Contract. B AND R will pay to the Sub-Contractor after receipt of same quantity from GAIL. In case any or one of these documents is not submitted along with progress bills, payment against these bills may be kept in abeyance. In such an event Sub-Contractor shall ensure payment of due wages to his workmen as well as payment to statutory authorities keeping employer completely in dignified	
	Deduction towards Income Tax & Surcharge from Sub-Contractor's bills (R/A & Final) will be as per prevailing rules. However TDS certificates will be issued to Sub-Contractor for tax deduction at source	
38.5	<u>FINAL BILL PAYMENT :</u>	
	(i)	The final bill shall be submitted by the Sub-Contractor within three months of physical completion of the works. No further claims shall be made by the Sub-Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified.
	(ii)	After payment of the amount of the final bill payable as aforesaid has been made, the Sub-Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.
38.6	Sub-Contractor within his quoted rates shall make necessary statutory payments of ESIC, PF, as applicable as on date of any modification thereof time to time.	
39.0	The Sub-Contractor will be bound to bear proportionate burden of Liquidated Damage/Delay in completion if imposed by GAIL and the same shall be final and binding upon the Sub-Contractor.	
40.0	Rate/Price given in the Schedule of Quantities is inclusive of Sub-Contractor's providing all manpower, labours, supervision & technician to complete the work in all respects as per scope, obligation, responsibility, supply as mentioned elsewhere in this tender document required for the completion of the works in all respect and Sub-Contractor shall, therefore, deploy and engage within the quoted rate / price, all technicians, supervisory staffs, workmen and all other employees, for the execution and completion of the works in perfectly workmanship like manner as per technical specifications, standards and time schedule.	
41.0	Sub-Contractor have to make his own arrangements for the accommodation of his all manpower, employees and their transport to site & back at his cost. Nothing shall be charged to company on this account.	
42.0	The Sub-Contractor shall follow and adhere to the safe construction practice and guard against hazardous and unsafe working condition within his quoted price and comply with GAIL/B AND R Safety Rules, codes and practice as prevalent at the site of work.	



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43.0	<p>The Sub-Contractor undertakes to discharge his responsibility under the Employees Provident Fund Scheme as an immediate employer, for employees engaged or employed by him for execution of contracted work, or as the next immediate employer in case he has assigned the Contract or it has entered into a Labour / sub-contract agreement for the said works.</p> <p>The Sub-Contractor undertakes that all employees, either employed by him, or by his Sub-Contractor, or permitted assigns, would be covered under the above scheme from the date of commencement of work. The Sub-Contractor further undertakes to pay employee's contribution as well as employer's contribution at appropriate rate to the office of Regional Provident Fund Commissioner within the stipulated time period for the same.</p> <p>The Sub-Contractor acknowledges the right of the Company to recover, deduct or claim any amount, which the company is required to pay.</p>
44.0	<p><u>VALIDITY OF OFFER</u></p> <p>The Tender submitted against this enquiry/tender documents shall remain valid for acceptance for a period of 120 days from the due date/extended due date. Sub-Contractor may be asked to extend the validity period if required without any price implication.</p>
45.0 (i)	<p><u>TAXES & DUTIES</u> <u>Goods and Service Tax (GST)</u></p> <p>Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Services Tax. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by B AND R as per Bidder's GST Tax Invoice. Bidder shall quote their rates after considering the input tax credit on their input materials and services.</p> <p>The contract is covered under works contract. GST under supply of services is applicable. The bidder should be registered with the GST authorities and the copy of registration certificate and latest filed Monthly/Quarterly GSTR-3B return as GST clearance certificate shall be submitted along with bid documents (techno commercial). Bid without above documents shall be cancelled.</p> <p>The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by B AND R. Declaration as per format given in Annexure-I to be submitted along with bid Documents.</p> <p>Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 11th and GSTR-3B within 20th of next month & Mismatch in return of B AND R due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.</p> <p>In case, B AND R's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by B AND R by issuance of suitable credit note to B AND R. In case, contractor does not issue credit note to B AND R, B AND R would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.</p> <p>B AND R shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.</p> <p>To enable B AND R to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by B AND R to avail of the ITC with respect to GST reimbursed by B AND R on supply of Goods/services to B AND R.</p> <p>The HSN/SAC Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.</p> <p>In case, B AND R is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including any security available with B AND R).</p> <p>Sub-Contractor shall be responsible to indemnify B AND R for any loss, direct or implied, accrued to B AND R on account of Sub-Contractors failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.</p> <p>All Bidders(s), having registration in other State except Maharashtra shall raise their tax invoice by charging IGST only. Otherwise their price shall be evaluated by loading GST amount as applicable rate specified by bidder.</p>



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	Sub-Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules along with payment proof so that input credit can be availed by B AND R. In the event that the Sub-Contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, B AND R shall not be liable to make any payment on account of GST against such invoice.
	Bidder shall raise their Tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN portal through GSTR-1.
	Mismatch in return of B AND R due to any reason attributable to bidder, the same shall be recovered from bidder's bill.
	GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the Sub-Contractor/vendor but will be directly deposited to the government by B AND R.
	The agency shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to B AND R due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse B AND R for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
	Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Sub-Contractor / Vendor is denied by the tax authorities to B AND R for reasons attributable to Sub-Contractor / Vendor, B AND R shall be entitled to recover such amount from the Sub-Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, B AND R shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on B AND R.
	TDS under GST, if applicable, shall be deducted from Sub-Contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Sub-Contractor/vendor. the Sub-Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Sub-Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.
	No variation on account of taxes and duties, statutory or otherwise, shall be payable by B AND R to Sub-Contractor/vendor except for GST. Any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. In case, input tax credit of GST is available to B AND R beyond Contractual completion date, the same may be reimbursed by B AND R. Any reduction in taxes and duties included in the price shall be passed on to B AND R.
	Any new taxes, duties, cess, levies notified or imposed after the submission of last /final price bid but before the contractual date of completion of work shall be to B AND R Account.
	The Sub-Contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Sub-Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
	In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule. B AND R will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where B AND R is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document. The SUB-CONTRACTOR will be under the obligation for billing correct rate of tax/duties as prescribed under the tax laws on the Invoice to GAIL/EIL/B AND R, after availing input tax credit and pass on the benefit,



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	Any invoice issue on introduction of GST Law shall contain the following particulars- (a) Name, address and GSTIN of the supplier of service; (b) Serial number of the invoice; (c) Date of issue; (d) Name, address and GSTIN or UIN, if registered of the recipient; (e) Name and address of the recipient and the address of the delivery, along with the State and its code, (f) Accounting Code of services; (g) Description of goods or services; (h) Total value of supply of goods or services; (i) Taxable value of supply of goods or services taking into discount or abatement if any; (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess); (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess); (l) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce; (m) Address of the delivery where the same is different from the place of supply and (n) Signature or digital signature of the supplier or his authorized representative.		
	B AND R GSTIN NO. 27AABCB3166E1ZZ B AND R C.I.N No. U23710WB1929GO1003601, State Code.27 B AND R PAN No. AABCB3166E		
	GST-TDS @ 2% (two percent) As per section 51 of CGST Act 2017, B AND R shall deduct at source @ 1% CGST & @ 1% SGST for intra state transaction and @2% IGST in the case of interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more than Rs. 2,50,000/-. This provision is applicable from the date to be notified by the Government. However, no deduction shall be made if the location of the supplier & the place of supply is in a State or Union Territory, which is different from the recipients registration State.		
	GST INVOICE: If the agency is having registration in other State except Maharashtra state shall raise their Tax invoice by charging IGST only. Successful bidder has to submit e-invoice (If applicable) to B AND R as per GST guidelines.		
	Other Taxes & Duties Any other charges (except GST) if any, as applicable, viz. Royalty, Stamp Duty, other charges / levies etc. prevailing / applicable on the date of opening of Technical Bids and any variations thereof during the tenure of the contract are in the scope of Bidder. In case B AND R is forced to pay any such for the above, B AND R shall have the right to recover the same from the Bidder either from Running Bills or otherwise as deemed fit.		
(ii)	New Levies/Taxes In case Government imposes any new levy/tax after award of the work during the tenure of the contract, B AND R shall reimburse the same at actual on submission of documentary proof of payment subject the satisfaction of B AND R that such new levy/tax is applicable to this contract if payable by our Client.		
46.0	ROYALTY :		
	DELETED		
47.0 (A)	Details of receiver / Bill Address :		
	(i)	Company Name	: Bridge & Roof Co. (I) Ltd.
	(ii)	Address	: Office No. 401-408, Kukreja Centre, B - Wing, 4th Floor, Plot No. - 13, Sector - 11, CBD Belapur, Navi Mumbai - 400 61
	(iv)	State Code	: 27
	(v)	GST No / Unique Id	: 27AABCB3166E1ZZ
	(vi)	PAN	: AABCB3166E
		CIN of the Receiver	: U27310WB1920G01003601



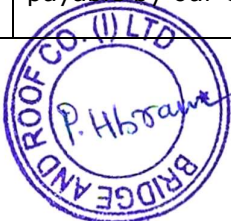
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47.0(B)	<u>Details of Bidders</u>
	(i) Company Name :
	(ii) Address :
	(iii) State Name :
	(iv) State Code :
	(v) GST No / Unique Id :
	(vi) PAN :
	(vii) CIN of the Receiver :
48.0	<u>Income Tax</u> Income Tax as applicable on works contract is included in the contract price. Income Tax shall be deducted from the subcontractor's bills as per the provisions of Income Tax Act.
49.0	<u>GOVERNMENT REGULATIONS:</u> The SUB-CONTRACTOR shall comply with and ensure strict compliance of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify B AND R/ GAIL from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/or relative thereto.
50.0	<u>SUBLETTING OF WORK</u> No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Sub-Contractor directly or indirectly to any person, firm or corporation whatsoever without the prior consent in writing of the Company.
51.0	<u>Stamp Duty</u> Stamp duties, registration fees (if any) and any related charges payable under Applicable Laws in relation to the Contract shall be borne by the Sub-Contractor.
52.0	<u>ESI SCHEME (if applicable)</u> ESI (if applicable) is the responsibility of the Sub-Contractor to pay ESI due to the ESIC Authorities without any financial implication to B AND R and provide us receipted challan at the time of processing R.A. Bills as well as final bills for payment.
53.0	<u>PROVIDENT FUND</u>
53.1	<p>The Sub-Contractor undertakes to discharge his responsibility under the employee's provident fund scheme 1995 as an immediate employer, for employees engaged or employed by him for execution of contracted work, or as the next immediate employer in case he has assigned the contract or it has entered into a subcontract agreement for the said works.</p> <p>The Sub-Contractor undertakes that all employees, either employed by him, or by his Sub-Contractor, or permitted assigns, would be covered under the above scheme from the date of commencement of work. The Sub-Contractor further undertakes to pay employee's contribution as well as employer's contribution at appropriate rate to the office of the regional provident fund commissioner within the stipulated time period for the same.</p> <p>The Sub-Contractor acknowledges the right of the company to recover, deduct or claim any amount which the company is required to pay.</p>



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53.2	The establishment of the Sub-Contractor and its Sub-Contractors shall be duly registered under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 and the Sub-Contractor shall duly and timely pay and ensure payment by its Contractors of contributions and its/their employees to the Authorities prescribed under the said Acts and any schemes framed there under in respect of all labour employed by it for the execution of the contract. Copies of challans/receipt of such payments along with the list showing persons employed together with emoluments paid for the purpose of provident fund deductions shall be submitted to B AND R/GAIL before the end of every calendar month. In case the relevant provident fund Authority's receipt/challans referred to above are not furnished, B AND R/GAIL shall deduct 5% (five percent) of the payable amount from the Running Bill and retain the deducted amount as a security for the contribution to provident fund. Such retained amounts shall be released to the Sub-Contractor only on production of challan/receipts of the relevant provident fund Authority for the period covered by the related deduction.
54.0	<u>RIGHT OF COMPANY TO ACCEPT OR REJECT TENDER</u> <u>The right to accept or reject the tender will rest with the Company.</u> The Company, however, does not bind himself to accept the lowest tender and reserves to itself the authority to reject any or all tenders received without assigning any reason whatsoever.
55.0	<u>Acceptance of GAIL is a prerequisite for consideration of bidder's offer by B AND R for this Labour-contract.</u> Accordingly, bidder(s) whose offer is not acceptable to B AND R/GAIL shall not be considered and shall be rejected by B AND R and no correspondence and claim etc. from the bidder in pursuant to the Tender shall be entertained by B AND R under any circumstances whatsoever.
56.0	In the event of any deviation taken by bidder(s) with respect to techno-commercial terms and conditions of Tender & subsequent non withdrawn of same may normally lead to not consider their offer(s) for further evaluation. However, in case B AND R accepted the deviation(s), the necessary loading due to these deviation as per prevailing market condition & as per B AND R discretion which shall be final and binding on the bidder(s) may be done on the price evaluation. No misunderstanding in this regard shall be entertained.
57.0	<u>DIRECT TAX</u> B AND R shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by B AND R before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by B AND R as per the provisions of Income Tax Act.
58.0	<u>PROFESSIONAL TAX</u> Professional Tax on account of labours if applicable shall be borne by the Sub-Contractor.
59.0	<u>NEW TAXES, DUTIES & LEVIES :-</u> Any new Taxes/Duties/Cess/Levis Notified/Imposed after the submission of last/final price bid but before the contractual date of Completion of Work shall be to B AND R's account if payable by our Client.



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60.0	<p><u>BOCW CESS</u></p> <p>Quoted Price shall be inclusive of BOCW Cess (if applicable). In Order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service Act, 1996, hereinafter referred to as the "RE & CS") came into force. The RE&CS Act is applicable in respect of building and other construction work. Wherever applicable, the Sub-Contractor shall strictly comply with the provisions pertaining to RE&CS Act. The Sub-Contractor must be registered with the concerned authorities under the RE&CS Act, or in case of non-registration the Sub-Contractor should obtain registration within one month of the award of the contract. Cess as per the prevailing rate, shall be deducted at source from bills of the Sub-Contractor by the Engineer-in-Charge of the contract and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State. The Sub-Contractor shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.</p>
61.0	<p><u>EMPLOYEES STATE INSURANCE (ESI):</u></p> <p>Employees State Insurance Scheme (if applicable). Agency has to maintain all the statutory norms implemented in accordance with the ESI Scheme</p>
62.0	<p><u>WORKMEN COMPENSATION INSURANCE</u></p> <p>Composite Workmen Compensation Insurance at Site, shall be taken care of by B AND R.</p>
63.0	<p><u>COMPLIANCE WITH LAWS</u></p> <p>The Agency shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:</p> <p>A. Contract Labour (Regulation & Abolition) Act 1970 & the Centre Rules 1971 framed there under.</p> <p>B. Payment of Wages Act. C. Minimum Wages Act. D. Industrial Dispute Act. E. Environment Protection Act. F. Wild Life Act. G. Building and other works contract act 1996 H. Any other Statute, Act, Law as may be applicable.</p>
64.0	<p><u>RULES & REGULATIONS OF SAFETY, ELECTRICITY BOARDS, FACTORY ETC.</u></p> <p>The Sub-Contractor shall at all times comply with all relevant factory acts, electricity rules, safety regulations etc. as per statutory regulations of Central / State Government & Plant Authorities.</p>
65.0	<p><u>WORK BEYOND NORMAL WORKING HOUR</u></p> <p>The SUB-CONTRACTOR may work beyond normal working hour and also on Sunday and Holiday (with prior approval from B AND R) as desired by B AND R to maintain progress of work as per schedule without any additional liability to B AND R at site. The SUB-CONTRACTOR shall give priority or redeploy the work force for a particular work as instructed by B AND R.</p>



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66.0	<p><u>EXTRA WORKS</u> completion of the project, shall be carried out as per specifications, drawings, and /or sketches to be issued by the B AND R / GAIL. The payment for such items shall be based on rates to be derived wherever possible from available agreed rates. If such derivation of rates is not possible, the rates for such items shall be derived on the basis of actual cost of consumable, labor and transportation, which shall be substantiated with relevant documents and records by the Sub-Contractor and verified by the B AND R or his authorized representatives. For extra items, rates to be derived from analysis of cost on inputs and direct market rates documents are to be provided by the subcontractor. The rates finally accepted by GAIL shall be binding on the subcontractor but B AND R shall retain 50% (Fifty Percent) of the component of overhead and profit, finally settled with GAIL and remaining part shall be passed on to the Sub-Contractor. However the payment of such extra work(s) shall only be effective after receiving B AND R's payment from GAIL/GAIL.</p>
67.0	Following Points to be considered by the Sub-Contractor while coating his offer
	<p>- Any additional work, if required, will be undertaken by them after getting instruction in writing from the executing authority. For settlement of their claims on any additional work, the Sub-Contractor will kept joint record of the measurements of such work duly certified by the executing authority.</p>
68.0	<p><u>WATCH AND WARD.</u> It is the sole responsibility of the Sub-Contractor for watch and ward of every materials including Free Issued Materials at fabrication area as well as erection site. For this, Sub-Contractor shall engage sufficient Security guards for the entire duration of Contract period at fabrication area and also erection site based on permission limit of Client.</p>
69.0	<p><u>DEFECT LIABILITY PERIOD/ MAINTENANCE & GUARANTEE</u> The Defect Liability Period shall be a period of 12 (twelve) months from the date of Completion. The Sub-Contractor warrants that during the duration of the Defect Liability Period, the Works shall be free of all Defects. If, during the Defect Liability Period, any Defects are discovered in the Works or any part thereof; or the Works or any part thereof fails to meet the Guaranteed Performance Levels, B AND R will notify the Sub-Contractor of such Defects or failure. Upon receipt of such notice, the Sub-Contractor shall promptly repair or replace such Work (including any necessary uncovering, covering and recovering) in accordance with the Contract, Good Industry Practices and Applicable Laws. At B AND R's option and Sub-Contractor's expense, B AND R shall have the right to provide labour in connection with such repair or replacement to the extent that such labor can be provided by B AND R's then current permanent employees working at during normal working hours. The Sub-Contractor shall provide for all additional labor required for such repair or replacement and shall bear all Costs and expenses associated with repairing or replacing any Work, including costs incurred by B AND R in relation to providing labor, employees and personnel for any such repairs or replacement. Upon completion of any repair or replacement work, the Sub-Contractor shall, at its own expense, and with B AND R's coordination and Approval, perform such tests as necessary to demonstrate that pursuant to cure of Defects as mentioned above, the Works meet the Guaranteed Performance Levels. If the Sub-Contractor fails to rectify any Defects in the Work during the Defect Liability Period, B AND R (at its sole discretion) may: (a) Carry out the work itself or by others, in a reasonable manner at the risk and Cost of the Sub-Contractor; In addition to the costs, B AND R shall be entitled to claim 15% (fifteen percent) of such costs towards the genuine pre-estimated damages suffered by B AND R; or</p>



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	<p>(b) If the Defect or damage is such that B AND R has been deprived of substantially the whole of the benefit of the Works or part of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, B AND R shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Goods and Materials to the Sub-Contractor. If the Defect or damage is such that it cannot be remedied expeditiously on the Site and if B AND R gives consent, the Sub-Contractor may, remove from the Site for the purpose of repair any part of the Works, which is defective or damaged. The consent may require the Sub-Contractor to increase the amount of Contract Performance Bank Guarantee by the full replacement cost of items which are to be replaced or to provide other appropriate security acceptable to B AND R. If the repair or remedy of any Defect or damage is such that it may affect the performance of the Works, B AND R may, within 30 (thirty) Working Days after such repair or remedy, require that certain tests be repeated as may be necessary to demonstrate compliance with the Guaranteed Performance Levels. If any part of the Works has been replaced, renewed or repaired during the Defect Liability Period, the Defect Liability Period in respect of such part shall start again for a period of 12 (twelve) months from the date on which such replacement, renewal or repair has been completed to the satisfaction of the Engineer-in-Charge ("Extended Defect Liability Period").</p>
70.0	<u>DELETED</u>
71.0	<p><u>OTHER STATUTORY REQUIREMENTS</u></p> <p>The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them. The Labour-Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case of "Non-compliance of Sec 21 or non-payment of wages" to the workmen before the expiry of wage period by the contractor, B AND R will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Labour-Contractor.</p>



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	<p>The Sub-Contractor shall submit copies of Final Settlement statement of disbursal of retrenchment benefits on retrenchment of each workmen under I D Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act1948 (If applicable) to B AND R along with the Final Bill.</p> <p>In case of any dispute pending before the appropriate authority under I D act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, B AND R reserve the right to hold such amounts from the final bills of the Sub-Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.</p>
	All progress payments made shall be regarded as payment by way of advance against final payments only and not as payment for the work completed. The progress payment made shall not exonerate the SUB-CONTRACTOR from liability to finally complete the work strictly in accordance with the specification and drawings, if required, by reconstructing or re-erecting faulty work.
	While claiming progress payment, SUB-CONTRACTOR shall submit documentary evidence to the effect that he has deposited EPF/ EPS/ Labour Cess for his workers along with certificate indicating payment of minimum wages to the workmen at prevailing rates at Project site as per statute. SUB-CONTRACTOR shall also submit an undertaking that they have complied with all statutory requirement as per Contract. In case any or one of these documents is not submitted along with progress bills, payment against these bills may be kept in abeyance. In such an event Sub-Contractor shall ensure payment of due wages to his workmen as well as payment to statutory authorities keeping employer completely indemnified.
	On completion of the work, SUB-CONTRACTOR shall give notice of such completion to B AND R for inspection of works. B AND R shall inspect the work and after satisfying himself with tests that may be prescribed in the contract, if there is no defect, imperfection or short fall in the work, B AND R shall issue a completion certificate to the SUB-CONTRACTOR.
	B AND R shall Endeavour to make the Payment within 30 (Thirty) days from the date of submission of certified invoice Complete in all respect to the satisfaction of Engineers-In-Charge. Any interest shall not be paid in case of delay in payment.
	The above progressive payments are subject to deduction towards Income Tax and other recoveries as applicable as per the Terms of Contract.
	Agency shall ensure ESIC & PF Registration to complain all the Statutory Rules of ESIC & PF.
72.0	<p><u>CLEARING OF SITE :</u></p> <p>Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction, must also be removed.</p> <p>All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the Sub-Contractor in the schedule of probable items of works.</p>
73.0	<p><u>ADDITIONAL MOBILIZATION</u></p> <p>At any time of execution of work additional manpower, equipment may be deployed to catch the revised schedule / Programme within their quoted price.</p>



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74.0	<p><u>IDLING OF MANPOWER & RESOURCES</u> No payment / claim against idling of manpower, equipment, resources will be paid to the Sub-Contractor what so ever the reason.</p>
75.0	<p><u>SAFETY:</u> The Sub-Contractor shall abide by the safety standard requirements of the Client as stipulated from time to time and shall take necessary clearance from the Client's safety department before initiating any installation work. All personal safety equipment required for the subject job such as safety helmet, gloves, shoes, jackets, belt etc. and any other safety related items as required shall be provided by the Sub-Contractor to its employee/workers. The Sub-Contractor shall put-up necessary safety related signs boards, barricade, safety nets/covers etc. as necessary for safe and sound execution of its performance under the subject Contract.</p> <p>The Sub-Contractor shall deploy its own safety officer (with adequate qualifications and experience) who shall be present at the site during any kind of site activities. He shall conduct safety audit on regular interval in co-ordination with B AND R/GAIL safety department and shall maintain a log sheet and safety reports accordingly. The safety officer shall conduct daily safety meetings and keep the workforce alert to avoid any safety related hazards. The Sub-Contractor should keep sufficient number of supervisors.</p> <p>The Sub-Contractor shall also arrange gate passes for their vehicles and personnel from the Security Department of as per prevailing regulations for the currency of the contract, which should be given back to the Security after the completion of the period of the contract. Clearance certificate from gate pass issuing authority confirming all gate passes have been returned is required to be submitted along with the bill.</p> <p>Device appropriate safety methodologies for follow up by all concerned with regard to B AND R /GAIL safety standards / national codes/ statutory regulations.</p> <p>Sub-Contractor will depute safety officer to take care of safety aspect of daily activities. All the personal protective equipments like helmet, safety belt, shoes, will be of ISO approved and also approved by GAIL Safety department.</p> <p>Ignoring safety case, penalty will be imposed as per GAIL safety norms.</p> <p>NOTE: <ul style="list-style-type: none"> ●B AND R/GAIL safety recommendations are to be followed. ●Use of Florescent jackets in construction site is mandatory. ●The "GAIL safety standards and procedures" are to be followed </p> <p>Apart from the above norms the following Safety Precautions are to be observed by the Sub-Contractor</p> <p>Sub-Contractor should take work permit from the user department and fill the form and to avoid any communication gap when the work is to be carried out near the existing facilities and while carrying out interfacing works.</p> <p>The Sub-Contractor should deploy all his workmen having proper safety induction training and the new Contract workmen should be deployed at site only after the necessary safety training and getting the training certificate.</p> <p>Sub-Contractor should deploy workmen of age 18 years or above.</p>



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	The Sub-Contractor should appoint work supervisors at each location while performing the job at plant premises.
	Sub-Contractor should ensure use of full body harness and Safety life line as per job requirement, while working at height.
	No work is to be carried out while others working below OR over Gangways & Roads unless all precautions are taken to ensure the safety of person and property.
	While handling Chemicals, the Sub-Contractor, its supervisor and/or workmen must read & strictly follow the safety instructions as written in material safety data sheet.
	All Transport vehicles including goods carriers should have a valid registration, Insurance & PUC (Pollution under control) Certificate and the driver must have the valid driving license.
	The transport vehicle should be in good condition and speed of the vehicle should be maintained as per company norms.
	Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the precaution necessary, for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven, he shall ensure that the goods carriage is parked in a place which is safe from fire explosion and any other risk and is at all times under the control and supervision of himself or some other competent person above the age of eighteen years. At the parking, the driver must ensure that parking brake has been applied.
	No person shall carry matches, fuses or other appliances capable of producing ignition or explosion in any installation or storage shed which is used for the storage of petroleum.
	No Sub-Contractor and his supervisor or his workmen is to use any chemical drum, paints, thinner or any explosive chemicals and materials to avoid any Fire & Explosion for any work inside GAIL premises.
	The Sub-Contractor has to ensure that his workmen shall only use company's electrical power and compressed air for any purpose with consent of competent authorities from GAIL.
	To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Sub-Contractor shall be open to inspection by the Fire & Safety professional, engineer-in-charge of the department of their representatives.
	The contracting department would take necessary shutdowns wherever there are hazards of gases, electricity, moving machinery etc. The Sub-Contractor shall ensure that the shutdown/clearance are taken before sending workers in such locations.
	Operation inside the factory will be subject to monitoring by the safety committee coordinator and fire & safety team. They are empowered to stop any work or process if found being undertaken in hazardous manner
	In case of any accident occurred at the site, the Sub-Contractor must provide all the information about the accident to the concerned authorities.
	While climbing columns the workmen must have safety belt fixed to fall arrestor to prevent falling.
	The Sub-Contractor must strictly observe all safety rules and regulations issued by the company from time to time and enforce such observance on the part of employees. Non observation of any such safety rules and regulations by Sub-Contractor or his employee shall render the Sub-Contractor liable irrespective of any other law and rules for the time being in force to penalty. Sub-Contractor shall strictly follow owner / GAIL Safety Norms at all the time.



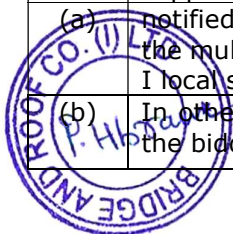
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76.0	<p>Sub-Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GAIL. The cost of the insurance premium amount for both the above schemes shall be borne by the Sub-Contractor giving evidence/proof to B AND R/GAIL in this respect and Sub-Contractor shall suitably consider the same in their bid.</p> <p>Details of these schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in the subsequent years.</p>
77.0	PURCHASE PREFERENCE TO MAKE IN INDIA
77.1	<p>In line with Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry, Govt. of India by way of providing purchase preference, B AND R has implemented 'Purchase Preference Policy'. The 'Purchase Preference' is applicable for the 'Local Supplier' for the items / services covered in the tender subject to the following terms & conditions :</p> <p>B AND R reserves right to consider Local supplier {i.e whose offered product or service meets the minimum local content of tender) in case, emerged L1 bidder is Non Local supplier & quoted prices of Local suppliers are in the bracket of L1 + 20% and if they agree to match with L1 prices as per the "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP"</p> <p>'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.</p> <p>'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.</p> <p>'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.</p> <p>'Margin of purchase preference' means the maximum extent to which the price quoted by a "(Class-I local) supplier" may be above the L 1 price for the purpose of purchase preference.</p> <p>'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.</p> <p>Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey works '</p>
77.2	<p>ELIGIBILITY OF 'CLASS – I LOCAL SUPPLIER/ 'CLASS-II LOCAL SUPPLIER' / 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT</p> <p>a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.</p> <p>b) In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) or GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local suppliers' and 'Class-II local supplier' as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, Non-Local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.</p>



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	c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
77.3	<u>PURCHASE PREFERENCE</u>
(A)	Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ' Class-I local supplier ' in procurements undertaken by procuring entities in the manner specified here under.
(B)	In the procurement of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
	<p>i) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.</p> <p>ii) If L 1 is not 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p>
(C)	In the procurement of goods or works, which are covered by para 2(b) above and which are divisible in nature , and in procurement or services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as "Non-local supplier", as per following procedure :
	<p>(i) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.</p> <p>(ii) If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price, failing within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price.</p> <p>(iii) In case the lowest eligible 'Class-I local supplier' fails to match L1 price, the 'Class - I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p>
(D)	"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
77.4	<u>APPLICABILITY IN TENDERS WHERE CONTRACT IS TO BE AWARDED TO MULTIPLE BIDDERS</u>
	In tenders where contract is awarded to multiple bidders subject to matching L1 rates or otherwise, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as " Non-local Supplier " as per following procedure:
(a)	notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'.
(b)	In other cases, 'Class-I local suppliers' and 'Non local suppliers' may also participate in the bidding process along with "Class-I local suppliers" as per provisions of this Order.



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(c)	If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local suppliers' over 'Class-II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
(d)	First purchase preference has to be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', failing within 20% margin of purchase preference, and so on.
77.5	EXEMPTION OF SMALL PURCHASE Procurements where the estimated value to be procured is less than Rs. 5.00 Lakh shall be exempted from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
77.6	MARGIN OF PURCHASE PREFERENCE The margin of purchase preference shall be 20%.
77.7	VERIFICATION OF LOCAL CONTENT
(a)	The 'Class-I local supplier' / 'Class-II local suppliers' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local suppliers' / 'Class-II local suppliers' In this connection, such bidders shall furnish following undertaking from the manufacturer (s) on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract: "We _____ (Name of the Manufacturer) undertake that we meet the mandatory minimum Local content (LC) requirement i.e. _____ (to be filled as notified in the tender as well as the said policy) for claiming purchase preference linked with Local contents under the Govt. Policy against under tender No
(b)	In case of procurement for value in excess of Rs. 10.00 Crores, the 'Class-I local suppliers' / 'Class-II local suppliers' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a participating cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In this connection, such bidders shall furnish following undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy): "We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of the manufacturer) meet the mandatory local content requirements of the Goods and /or Services i.e. _____ (to be filled as notified in the tender as well as the said policy) quoted vide offer no. _____ dated _____ against the tender no. _____ by M/s. _____ (name of the bidder).
(c)	Local suppliers must note that once the declaration / certification is committed by them at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder. If it is identified that the difference in price received & declaration made and local content is now not meeting the specified tender requirement (i.e. only on the quoted price without any loading) then such case is to be processed without any purchase preference as Non-Local Supplier.



78.0	<p>IN CASE OF PARTICIPATION OF BIDDER FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA</p> <p>Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services / non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (As per OM dated 23.07.2020 issued by Ministry of Finance), relevant declaration format is enclosed as APPENDIX-VI</p>
79.0	<p><u>IDLING OF MANPOWER & RESOURCES</u></p> <p>No payment / claim against idling of manpower, equipment, resources will be paid to the Sub-contractor what so ever the reason.</p>
80.0	<p><u>Special Clause</u></p> <p>In case of requirement of any statutory approval, NOC from authorities related to use of men, construction materials & machinery related to the work, the same including all related works, cost, fee, coordination jobs etc shall be in the scope of successful bidder. Further bidders shall be required to comply with any/all the provisions of Labour Laws (State & Central), PF/ ESI as per the law of the land. Bidders to take note of the same & quote their rates accordingly.</p> <p>Bidders shall be required to undertake all the works within the timeframe & construction plan agreed for sub activities as part of the Kick Off Meeting with technical requirements irrespective of the distance of the quarry, approvals required such as mining clearance, NOC from concerned State Govt. Dept(s) or usage of stacked earth meeting technical requirements from approved parties. Bidders are advised to conduct site survey to ascertain local conditions, regulations & quote their rates accordingly.</p>



For and on behalf of the Tenderer

ANNEXURE – III

Name of Work: Carry out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.

Preamble to Schedule of Quantities & Rates
"Unpriced Part"

1. The Schedule of Quantities & Rates shall be read with other all sections of this Bidding Documents.
2. The Contractor is deemed to have studied the drawings, specifications and details of works to be done within the Time Schedule and should have acquainted himself of the conditions prevailing at site.
3. No claim shall be entertained during currency of this Contract towards any items due to above including where the Contractor has quoted low/high rates.
4. Owner reserves the right to interpolate or extrapolate the rates for any new items of work not covered in Schedule of Quantities & Rates from the similar item already available in schedule of quantities and rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Quantities & Rates". In case any activity through specifically not covered in schedule of quantities & rates descriptions but the same is covered s under scope of work / scope of supply/specification/drawings etc. No extra claim on this account shall be entertained, since Schedule of quantities & Rates is to be read in conjunction with all other documents forming part of the Contract.
5. All items of work mentioned in SOQR shall be carried out as per the specifications, drawings and instructions of Owner and the rates are deemed to be inclusive of labour, supervision, tools & tackles, equipment's & machineries wherever required as called for in the detail specification and conditions of the Contract.
6. Owner / Consultant reserves the right to cancel / delete / curtain any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.
7. Bidder shall indicate the ONE SINGLE PERCENTAGE on total intended value/Price in the "Summary of Prices" sheet. Bidder shall not change rate/amount indicated in "Schedule of Quantities & Rates."
8. Bidder shall furnish the details as requested below along with this preamble to Schedule of Quantities & Rates, to be submitted along with their price offer

Name of authorized person submitted the tender on behalf of bidder(s):	
Designation of Authorized person:	
Name of Firm/Contractor:	
Address of Firm/Contractor:	
Date:	



Summary of Prices (Unpriced Part)

Sl. No.	Description		Amount
1.	Total Intended Price/Amount	:	₹ 72,08,056.74
2 .	Single percentage quoted on total intended Price/Amount for total work (applicable on all items of SOQR)	:	In figure_____ In Words_____ percent (Refer Note - 1)
3.	Total amount offered after considering the above percentage	:	(In figure Rs._____ In Words_____ _____ _____

• **Note:**

The Quoted prices shall be inclusive of all taxes & Duties Entry TAX, Octroi, Levies etc. except Goods and Services Tax (GST):

SOQR Attached (01 Page)



Annexure-III
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SCHEDULE OF QUANTITIES & RATES (SOQR) UNPRICE PART

Enclosure to NIT NO. B AND R/GAIL-USAR/71147/Rain Protection Shed /SC/NIT/01

Date:03/06/2024

Sl. No.	Description	Unit	Qty.	Unit Rate in Rs.	Amount in Rs.
1.	Design, Supplying, Fabrication & Erection of Rain Shed Column of Structural Steel with all tools and consumable material as per drawing and as instructed by EIC. (Supply of all Material in Contractor scope)	Kg.	16654.0	96.0	1598791.68
2.	Design, Supplying, Fabrication & Erection of Truss Member, centre bracket, side bracing Bracket, cross bracing, louver bracket, purling, side wall support and side wall member etc but not least to complete the Rain Shed as per drawing with all tools and consumable material as instructed by EIC. (Supply of all Material in Contractor scope)	Kg.	31931.0	110.0	3512421.00
3.	Design, Supplying & Erection of Corrugated Sheet(0.45mm) all around the shed with all tools and consumable material as per drawing and instruction of EIC. (Supply of all Material in Contractor scope)	Sqm	3633.4	576.0	2092815.36
4.	Design, Supplying, Fabrication & Erection of Rain Shed Column of Structural Steel with all tools and consumable material as per drawing and as instructed by EIC. (Supply of Structural Material in BANDR scope)	Kg.	50.0	21.0	1050.00
5.	Design, Supplying, Fabrication & Erection of Truss Member, centre bracket, side bracing Bracket, cross bracing, louver bracket, purling, side wall support and side wall member etc but not least to complete the Rain Shed as per drawing with all tools and consumable material as instructed by EIC. (Supply of Structural Material in BANDR scope)	Kg.	55.0	24.0	1320.00
6.	Design, Supplying & Erection of Corrugated Sheet(0.45mm) all around the shed with all tools and consumable material as per drawing and instruction of EIC. (Supply of sheeting Material only in BANDR scope)	Sqm	17.46	95.0	1658.7
Total Amount					72,08,056.74

IN WORDS:



For and on behalf of Tenderer

Annexure-III
Page No. 01 of 03

Name of Work: Carry out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.

Preamble to Schedule of Quantities & Rates
"Priced Part"

1. The Schedule of Quantities & Rates shall be read with other all sections of this Bidding Documents.
2. The Contractor is deemed to have studied the drawings, specifications and details of works to be done within the Time Schedule and should have acquainted himself of the conditions prevailing at site.
3. No claim shall be entertained during currency of this Contract towards any items due to above including where the Contractor has quoted low/high rates.
4. Owner reserves the right to interpolate or extrapolate the rates for any new items of work not covered in Schedule of Quantities & Rates from the similar item already available in schedule of quantities and rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Quantities & Rates". In case any activity through specifically not covered in schedule of quantities & rates descriptions but the same is covered under scope of work / scope of supply/specification/drawings etc. No extra claim on this account shall be entertained, since Schedule of quantities & Rates is to be read in conjunction with all other documents forming part of the Contract.
5. All items of work mentioned in SOQR shall be carried out as per the specifications, drawings and instructions of Owner and the rates are deemed to be inclusive of labour, supervision, tools & tackles, equipment's & machineries wherever required as called for in the detail specification and conditions of the Contract.
6. Owner / Consultant reserves the right to cancel / delete / curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.
7. Bidder shall indicate the ONE SINGLE PERCENTAGE on total intended value/Price in the "Summary of Prices" sheet. Bidder shall not change rate/amount indicated in "Schedule of Quantities & Rates "
8. Bidder shall furnish the details as requested below along with this preamble to Schedule of Quantities & Rates, to be submitted along with their price offer

Name of authorized person submitted the tender on behalf of bidder(s):	
Designation of Authorized person:	
Name of Firm/Contractor:	
Address of Firm/Contractor:	
Date:	



Summary of Prices
Price Part

Sl. No.	Description		Amount
1.	Total Intended Price/Amount	:	₹ 72,08,056.74
2 .	Single percentage quoted on total intended Price/Amount for total work (applicable on all items of SOQR)	:	In figure _____ In Words <u>Not Quoted Here</u> _____ percent (Refer Note - 1)
3.	Total amount offered after considering the above percentage	:	(In figure Rs. _____ In Words _____ _____ _____

• **Note:**

The Quoted prices shall be inclusive of all taxes & Duties Entry TAX, Octroi, Levies etc. except Goods and Services Tax (GST):

SOQR Attached (01 Page)



Annexure-III
Page No. 03 of 03

SCHEDULE OF QUANTITIES & RATES (SOQR) PRICE PART

Enclosure to NIT NO. B AND R/GAIL-USAR/71147/Rain Protection Shed /SC/NIT/01

Date:03/06/2024

Sl. No.	Description	Unit	Qty.	Unit Rate in Rs.	Amount in Rs.
1.	Design, Supplying, Fabrication & Erection of Rain Shed Column of Structural Steel with all tools and consumable material as per drawing and as instructed by EIC. (Supply of all Material in Contractor scope)	Kg.	16654.0	96.0	1598791.68
2.	Design, Supplying, Fabrication & Erection of Truss Member, centre bracket, side bracing Bracket, cross bracing, louver bracket, purling, side wall support and side wall member etc but not least to complete the Rain Shed as per drawing with all tools and consumable material as instructed by EIC. (Supply of all Material in Contractor scope)	Kg.	31931.0	110.0	3512421.00
3.	Design, Supplying & Erection of Corrugated Sheet(0.45mm) all around the shed with all tools and consumable material as per drawing and instruction of EIC. (Supply of all Material in Contractor scope)	Sqm	3633.4	576.0	2092815.36
4.	Design, Supplying, Fabrication & Erection of Rain Shed Column of Structural Steel with all tools and consumable material as per drawing and as instructed by EIC. (Supply of Structural Material in BANDR scope)	Kg.	50.0	21.0	1050.00
5.	Design, Supplying, Fabrication & Erection of Truss Member, centre bracket, side bracing Bracket, cross bracing, louver bracket, purling, side wall support and side wall member etc but not least to complete the Rain Shed as per drawing with all tools and consumable material as instructed by EIC. (Supply of Structural Material in BANDR scope)	Kg.	55.0	24.0	1320.00
6.	Design, Supplying & Erection of Corrugated Sheet(0.45mm) all around the shed with all tools and consumable material as per drawing and instruction of EIC. (Supply of sheeting Material only in BANDR scope)	Sqm	17.46	95.0	1658.7
	Total Amount				72,08,056.74

IN WORDS:



For and on behalf of Tenderer

ANNEXURE – IV

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PAYMENT TERMS:

1)	<u>Mobilization Advance</u>
	No advance payment and mobilization advance shall be paid to the contractor.
2)	<u>On Account Payments</u>
	Progressive Payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-Charge after affecting the necessary deductions. Payment will be made proportionately on receipt of corresponding payment from client. The basis for payment against various items for which measurements are duly certified by the Engineer in Charge shall be as below:
3)	No Mobilization Advance and Advance Payment will be paid by us. Progress Payments shall be released within 30 days to sub-contractor against monthly running account bill duly certified by Engineer –In –Charge after affecting the necessary deductions. Payment will be made proportionately on receipt of corresponding payment from client. The basis for payment against various items for which measurements are duly certified by the Engineer in Charge shall be as below: TEMPORARY RAIN PROTECTION STRUCTURE a) Installation of Temporary rain protection structure at site i) 60% On receipt and acceptance of material at site. ii) 20% On completion of fabrication. iii) 15% After erection, alignment, welding, grouting etc. iv) 5% On completion of all works in all respects and issuance of completion certificate

NOTES :

1. The time of completion shall be reckoned from date of Letter of Intent.
2. The time indicated is for completing all the works in all respect as per specification, codes, drawings and instructions of Engineer-in-Charge including
3. The above progress payments are subject to deductions towards income tax and other statutory deductions as applicable as per terms of the Contract.
4. Payment will be released after getting payment from client

Signed & Stamped of Tenderer



Letter of Submission

(To be submitted by the Bidder in their Letter Head)

ANNEXURE-V

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A.	Single Percentage rate Tender for Carry out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.
<u>TENDER</u>	
<p>I/We have read and examined the Instructions to Bidders, General Conditions of Contract (GCC), Special Condition of Contract (SCC), Technical Specification, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.</p> <p>I/We hereby tender for the execution of the work specified for the for Carry out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra. within the time specified in tender viz., Schedule of Quantities & Rate and in accordance in all respects with the specifications and the Conditions of Contract (GCC & SCC) and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.</p> <p>I/We agree to keep the tender open for 120 (One Hundred Twenty) days from the due date of submission of tender thereof and not to make any modifications in its terms and conditions.</p> <p>The cost of Tender Document of value ₹ 2000/- Plus (+) 18% GST = ₹ 2360/- (Rupees Two Thousand Three Hundred Sixty Only) (including GST) has been deposited in the shape of A/c Payee Demand Draft (DDs) / Pay Order/ Banker's Cheque of a nationalized/scheduled bank issued in favour of Bridge and Roof Co. (I) Ltd. Since, the tender is a Works Contract, benefits (i.e. Exemption of Tender Fees & EMD) to Indian Micro & Small Enterprises (MSEs) Units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc. under Provisions of Public Procurement Policy for MSEs Order 2012 with upto date amendments shall not be applicable. (As per F. No. 190/Mech/Corres/Various org/Stakeholder/2021-22 dated 18/19.04.2022 Purchase Preference to MSME/NSIC/SSIC bidder not applicable on Works Contract)</p> <p>I/We accept that we will automatically be kept under Black Listing /Holiday List from being eligible for bidding in any contract with Bridge & Roof Co.(I) Ltd (B AND R) for the period of 6 months from the date of occurrence, if we are in breach of our obligation(s) under the bid conditions, because we:</p>	
(a)	have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
(b)	having been notified of the acceptance of our Bid by B AND R during the period of bid validity,



ANNEXURE-V

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	(i)	have failed or refused to execute the Contract, if required, or
	(ii)	have failed or refused to furnish the Performance Guarantee within prescribed period, in accordance with the Clause of the Tender.
<p>Further, if I/we fail to commence work as specified, I/we agree that Bridge & Roof Co. (I) Ltd or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money absolutely otherwise the said EMD shall be retained towards retention money to execute all works referred to the tender documents upon the terms and condition of the contract. I/we hereby declare that I/we shall treat the Tender Documents, Technical Specification and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.</p>		

Date:

Signature of Sub-contractor & Postal Address

Witness:

Address:

Occupation:



(To be printed on a 120 rupee NJ stamp paper)

AFFIDAVIT**NIT NO. B AND R/GAIL-USAR/71147/Rain Protection Shed /SC/NIT/01**
Date:03/06/2024

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certified that neither my/out firm/company/individuals _____ nor any of its constituent partners have abandoned any road/bridge/irrigation/Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by B AND R to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of B AND R.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, fake, false, fabricated, forged, the B AND R has right to reject the Bid.
6. Certified that I have applied in the tender in the capacity of individual / as a partner of a firm & I have not applied severally for the same job.
7. The undersigned do certify that our firm will install required machineries and work force at the site as per requirement of this job if selected as the executing agency of the work.
8. The undersigned do certify that I/we shall not sublet any portion of the work.
9. The undersigned do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found/ascertain to be incorrect/fabricated / misrepresented/fraudulent etc. accordingly tender will be liable to be cancelled/terminated immediately & I/my firm/company shall also be liable to prosecuted under section 197, 199 & 200 of Indian Penal Code, 1860 along with section 71 & Section 73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/Retention Money.

(Signature of Tenderer)

Title of Office:

Name of Firm:



Annexure-VIII

FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING MINIMUM LOCAL CONTENT

(To be provided on a non-judicial stamp paper of Rs.100/-)

Date: _____

I.....s/o, d/o, -, w/o-of hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017 - BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/B AND R or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for (*Enter the name of the Equipment/Item for Project*).

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein

That the goods/services/works supplied by me for (*Enter the name of the Equipment/Item for Project*) meets the 'Minimum Local Content 'as defined in the PPP- MII order

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at (*Enter the details of the location(s) at which value addition is made*).

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority

1. Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity

Date on which this certificate is issue

Goods/services/works for which the certificate is produced.....

Procuring entity to whom the certificate is furnished

Percentage of local content claimed and whether it meets the Minimum Local Content

prescribed.....

Name and contact details of the unit of the Local Supplier (s).....

List of inputs which are imported, directly or indirectly.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

Insert Name, Designation and Contact No



APPENDIX-I**RESPONSIBILITY MATRIX**

Sl. No.	Activity	Scope		Remarks
		B AND R/ Client	Bidder	
	Construction Drawing		√	
	Graded Land for Contractor Site Office	√		
	Supervision & Inspection by B AND R	√	√	
	Submission of all required document for preparation of Gate Pass		√	
	PF, ESI (if applicable), Labour Cess		√	
	Accommodation & Transportation of Labour-Contractor's Employees/Workers		√	
	Construction of Labour Hutment at outside the plant premises		√	
	All type structural steel, sheeting material and other accessories which is required for work.		√	
	Plant, Equipment, Machineries		√	
	All types of consumable materials.		√	
	All types of tools & tackles.		√	
	All PPEs, All Safety Accessories & Safety Appliances etc.		√	
	Construction of temporary site office/store etc. for bidder.		√	
	Construction Water & Drinking water		√	
	Labour License	√		
	Any/All other incidental Work		√	
	Liasoning with statutory authority and local administration for smooth execution		√	
	Insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) for all worker, P&M, Materials, Transit etc.		√	
	BOCW		√	
	Watch & Ward		√	
	Diesel, Lubricants etc. for construction equipment's & Machineries, compressors		√	
	Power at a Single Point on chargeable basis subject to availability of the same to B AND R from Client.	√		
Note:				
1.	The above list is non-exhaustive; Any other manpower/facilities etc are required for completion of the work, shall be under Sub-Contractor's scope and shall be included within their quoted rates.			



APPENDIX-II**TIME SCHEDULE**

<u>Name of Work</u>	<u>Time of Completion in all respect</u>
Carry out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.	Time of completion for the entire works shall be 1.5 (One and Half) month from the date of Letter of Intent (LOI)/Work Order.

NOTES :

- 1. The aforementioned time of completion shall be inclusive of mobilization period (1 month), intervening monsoon and approval of the design, procedures and materials.**
- 2. The time for completion shall include time for intended system engineering and its approval by the GAIL/EIL/B AND R, submission of document, construction drawing, supply of materials, installation, testing, trial run, commissioning of the entire work in all respect complete to the entire satisfaction of the Engineer-in-Charge.**
- 3. The time indicated is for completing all the works in all respect as per specification, codes, drawings and instructions of Engineer-in-Charge including**



For & on behalf of Tenderer

APPENDIX-III**PAGE 1 OF 2****TECHNO-COMMERCIAL QUESTIONNAIRE SHEET**

This sheet is to be filled by Bidder and submitted along with the offer (Part-I). Otherwise the offer will be treated as "INCOMPLETE".

TECHNO-COMMERCIAL QUESTIONNAIRE SELF DECLARATION

Sl. No.	Query	Bidders Confirmation
	Confirm that your bid is valid for 120 days from the date of submission of Bid.	
	Confirm that Tender FEE as per bid stipulations have been furnished along with bid.	
	Confirm your compliance to total scope of work mentioned in the Bidding Document.	
	Compliance letter for addendum/Amendments as a token of acceptance (Applicable, if issued).	
	Confirm that deviation/terms& conditions are not mentioned anywhere in the bid. In case any terms & conditions is mentioned anywhere in the bid, same shall not be considered.	
	Confirm that you have studied complete Bidding Documents including technical and commercial part and your Bid is in accordance with the requirements of the Bidding Documents.	
	Confirm your acceptance for Time Schedule as mentioned in Bidding Documents.	
	Confirm that you have submitted your offer / price bid considering.	
	Confirm that you shall deploy adequate organization with qualified supervisory personnel having requisite experience	
	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding documents.	
	Confirm that you have your own programme for execution this work. In case of award of work	
	Confirm that Bidder is not involved in any Litigation/Arbitration with B AND R/Client/Owner. In case of Litigation/ Arbitration, if any, please furnish information about the same.	
	Confirm that un-priced copy of indicating required details (without price) have been submitted in un-priced part of the Bid.	
	Confirm that Site Mobilization to be started within 15 (fifteen) days from the date of our instruction.	
	No interest will be paid against EMD/Retention Money/ Security Deposit/PBG	
	Rates quoted shall be firm till completion of work	



APPENDIX-III
PAGE 2 OF 2

Sl. No.	Query	Bidders Confirmation
	Confirm that No Claim towards of job for working during adverse weather condition, location or due to any other reason whatsoever shall be entertained.	
	Confirm that No Claim towards round the clock working, additional mobilization or due to any other reason whatsoever shall be entertained.	
	Bidder's scope of supply within their quoted rates shall generally be as follows but not limited to the same.	
	i) Deployment of skilled /unskilled (as required) to execute the job to the entire satisfaction of B AND R /OWNER including electrician in sufficient nos.	
	ii) Accommodation & Transportation of their staff/ engineer/labours	
	All applicable taxes./ duties as per GCC and SCC of GAIL/EIL	
	We confirm that we are not on Holiday/Negative List / Suspension list/Banning List of any Government Department/Public Sector undertaking on due date of submission of Bid.	
	We confirm that we are not Banned or Delisted or Black Listed by any Government Department /Public Sector Under taking on due date of submission of Bid.	
	We confirm that we are not under liquidation, court receivership or similar proceedings.	
	We confirm that the content of the Bidding Document including schedule of rates/prices and Corrigendum/Addendum (if any) have not been altered or modified.	
	We confirm that we shall arrange to produce the Original Hard Copy of documents on demand, physically, considered towards our qualification within the stipulated time in case directed by B AND R. Any, failure on our part may lead to termination of the Purchase Order or Contract, as applicable.	

**(Signature of Bidder with Company's seal)**

APPENDIX-IV

FORMAT FOR NO DEVIATION CERTIFICATE

[To be submitted in Bidder's Letter Head]

To,
Asst. General Manager
Bridge & Roof Co. (India) Ltd
C/o. Gas Authority of India Limited (GAIL)
PDH-PP Project, USAR, P.O. Malyan, Alibagh,
Dist- Raigad, Maharashtra-402203

Sub : NO DEVIATION CERTIFICATE at the time of submission of tender **Carry out Design, supplying Fabrication & Erection of Structural Steel Works for Rain Protection Structures including fixing sheets on Sub-Contract basis in connection with "Composite Works for PDH Unit for GAIL USAR PDH-PP Project at Usar, Alibag, Dist. Raigad, Maharashtra.**

Ref : B AND R/GAIL-USAR/71147/Rain Protection Shed /SC/NIT/01
Date:03/06/2024

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited Sites before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the tender documents as issued with above Notice Inviting Tender and in case of observance of the same at any stage if shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unqualified acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part or our offer at a later date whether implicit or explicit the deviations shall stand null and void.

Thanking you,

Yours faithfully,

(Signature, date & Seal of Authorized representative of the Tenderer)



APPENDIX-V

SELF DECLARATION OF THE TENDERER
(TO BE SUBMITTED ON NJ PAPER DULY NOTARIZED)

I/ We(Name of the Proprietor/ Partner/ authorized signatory) attorney/ authorized signatory of tenderer(including its constituents),(Name & address of the Company) for the purpose of the Tender documents for the work of(Name of the work)as per the tender(Tender ID) do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under.

1. We the tenderer(s) are signing this document after carefully reading the contents.
2. We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. We hereby declare that we have downloaded the tender documents from CPP Portal. We have verified the content of document from the website and there is no addition, no deletion or no alternation to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contact, the master copy available with the CPP Portal shall be final & binding upon us.
4. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. We also understand that our offer will be evaluated based on the documents / credentials submitted along with the offer and the same shall be binding upon us.
6. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
7. We understand that if any certificates regarding eligibility criteria submitted by us are found to be forged/ false or incorrect at any time during process of evaluation of tender, it shall lead to forfeiture of the tender EMD besides banning of business as per tender stipulation. Further we.....(Name of the bidder) and all our constituents understand that our offer shall be summarily rejected.



Seal & Signature of Tenderer

APPENDIX-VI

Page No.1 of 3

**LAND BORDER WITH INDIA
(Submitted on Bidder's Letter Head)**

a.	The bidder, (Name of the bidder) is not from a country which shares a land border with India;
	(or)
	The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid;
	(or)
	The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, (Name of the Country) and hence do not require any separate registration for participation in this tender.
	(or)
	Any Bidder (including an Indian Bidder) who has a specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including Turnkey Projects) only if the bidder is registered with the Competent Authority, specified in Annexure-I which is enclosed herewith:
b.	I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.
c.	I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached].

Details of Vendor's authorized representative

Signature:

Name:

Stamp:



FORMAT OF ANNEXURE-I**FOR LAND SHARE BORDER****Competent Authority and Procedure for Registration**

A.	The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
B.	The Registration Committee shall have the following members*:
	i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
	ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
	iii. Any other officer whose presence is deemed necessary by the Chairman of the committee.
	iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
C.	DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
D.	On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
E.	The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
F.	The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
G.	Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
H.	The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
I.	For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.



[*Note:	
(i)	In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
(ii)	Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]
(iii)	Please note that the order no (Public Procurement No 4) dtd 23.02.2023 by Ministry of Finance, Department of Expenditure (Procurement Policy Dept.) regarding requirement of registration, applicability, compliance and validity of Registration which is enclosed herewith.

