गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम - महारत्न कंपनी)
GAIL (India) Limited
(A Govt. of India Undertaking • A Maharatna Company)

गेल जुबली टॉवर,
बी - 35 एवं 36, सैक्टर - 1, नौएडा - 201301
जिला गौतम बुद्ध नगर (यू.पी.), इंडिया
GAIL JUBILEE TOWER,
B - 35 & 36, SECTOR - 1, NOIDA - 201301
DISTT GAUTAM BUDH NAGAR (UP), INDIA
फोन/PHONE : +91-120-2446400, 4862400
फैक्स/FAX : +91-011-26185941

LETTER OF ACCEPTANCE

To
MANNU LAL & SONS
PAHARGANJ
8978,DESH BANDHU GUPTA ROAD,
PAHARGANJ
NEW DELHI-110055
Delhi ,India
Tele No : 011-32583197

LOA No. : GAIL/NOID/22194/5300038382/C&P/CIV/NIC
Dated : 28.02.2023

RFQ No. & Date : 3300096112 Dt. 21.02.2023
Your offer/Qtn.No.: .
Qtn. Dt. : 01.02.2023
E Tender No.: NIL
Vendor Type : MSE-SMALL-OT
Vendor GSTN No : 07AAAFM7256N1ZV

Kind Attn : AMIT GUPTA

Name of Work : WORKS CONTRACT AGAINST MODIFICATION & RENOVATION OF NGMC AT 3RD FLOOR OF JUBILEE TOWER, GAIL NOIDA.

Dear Sir/Madam

With reference to your Offer against our RFQ and all subsequent correspondences (if any) till date and in continuation
of our Fax/Letter of Intent (if any) we are pleased to award the subject works highlighting the following salient features:

Scope of Work : Scope of work under this contract shall be as detailed in enclosed document.

Price Basis:

ITEM	**1**	**Civil**	**INR**	13,534,695.18
ITEM	**2**	**Fire System**	**INR**	240,956.00
ITEM	**3**	**Furniture**	**INR**	3,034,252.00
ITEM	**4**	**LAN Networking**	**INR**	669,237.00
ITEM	**5**	**Fire Alarm System & PA**	**INR**	342,141.00
ITEM	**6**	**AV System in Meeting Room**	**INR**	1,696,545.00
ITEM	**7**	**Control Room Interior**	**INR**	29,392,041.80
ITEM	**8**	**HVAC**	**INR**	3,979,160.60
ITEM	**9**	**AV System in Control Room**	**INR**	3,554,750.00
ITEM	**10**	**Electrical**	**INR**	2,537,997.10

The total order value for the contract shall be Rs. 5,89,81,775.68 including GST@18% and Rs. 4,99,84,555.66 excl. GST

Schedule of Rates:
AS ATTACHED

Abnormally High Rated Items :
NIL

Duration of Contract/Completion Schedule :
The duration of contract/scheduled period of completion of the work in all respect under the subject contract shall be 16 Weeks from the date of issue of FOI.i.e. on or before 21.06.2023.

You are requested to contact the EIC to start the work.

Performance Bank Guarantee:
Total CPBG value applicable for this contract is Rs. 14,99,537.00/- and valid upto 21.09.2024

CPBG shall be valid upto 3 months beyond total contract period and DLP (12 months).
The claim period shall be valid upto 3 months beyond the toal CPBG validity. i.e. 21.12.2024

CPBG/SD/CPS shall be submitted within 30 days from the date of Award/FOA. In the event of delay of submission of the same then, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/Award.

Contract Agreement:
Contractor / Service Provider is required to excute Contract Agreement within 30 days from issuance of FOA, with GAIL on Non Judicial Stamp paper as per the proforma/format provided along with this LOA.

Payment Terms:
Payment against RA Bills shall be made within 15 days after verification of all details/documents provided by the Contractor.

For details, Please refer to SCC clause-13.

Paying Authority:
HOD (F&A)
GAIL (India) Limited
Jubilee Tower
B-35 & 36, Sector-1
Noida 201301

PAN Particulars:

GAIL (India) Ltd PAN No. AAACG1209J

"As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory forprocurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. ayment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement".

GSTN Details :
Please note that our state/plant wise GSTN details as below for invoicing and other purpose.

CORPORATE SERVICES EXTN-(1015) 09AAACG1209J1ZU

GAIL is in the process of implementing Vendor Invoice Management System for processing of invoices w.e.f. 01.04.2023. The solution is being configured to handle both physical invoices as well as digitally signed invoices. This system is expected to highly optimize the invoice management at GAIL and expedite their processing in future. The detailed methodology for submission of invoices shall be informed separately.

As a pre-requisite to the system, it is important to mention the details of Purchase Order/ Letter of Acceptance number on the face of invoice. Accordingly you are requested to ensure Purchase Order/ Letter of Acceptance number is clearly mentioned on the Invoice. Further Invoices should be system generated and no handwritten invoices shall be eligible for OCR conversion on VIM portal.

Your Bank Details :
Please note that details of your bank account in our system are as under. You are requested to verify the same and intimate discrepancies, if any

Account No. - 006502000006608
Bank Name - Indian Overseas Bank
IFSC Code - IOBA0000065

Price Reduction Schedule:
AS PER GCC-WORKS CLAUSE-27 AS REPRODUCED BELOW:

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

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

Defect Liability Period:
Defect liability period for work executed against the contract, shall be 12 Months and this shall be reckoned with from the date of completion of the work at site in all respects (issue of completion certificate) OR the Contractual Completion period of the contract, whichever is later. During the defect liability period, contractor stands responsible for rectifying all defects that may appear in the work executed by the contractor in pursuance of the contract and this includes warranties against Manufacturing/fabrication defects covering all materials supplied by the contractor, works executed against the defects in the workmanship.

Contract Document:
The following document shall constitute the Contract Agreement:

1) Contract Agreement executed between GAIL and Service Provider
2) This LOA no. GAIL/NOID/22194/5300038382/C&P/CIV/NIC, dated 28.02.2023
3) Tender document no. GAIL/NOIDA/C&P/CIVIL/22-23/194 (E-TENDER NO. 2023_GAIL_141303_1) dated 11.01.2023

FOI Reference/Regularization:
NIL

Engineer-In-Charge:
MR. HK JAIN, DGM (CIVIL-MAINT.), GAIL (INDIA) LTD., JUBILEE TOWER, NOIDA,EMAIL: JAIN@gail.co.in SHALL BE ENGINEER-IN-CHARGE (EIC) FOR THIS JOB(.) PLEASE CONTACT HIM FOR FURTHER EXECUTION OF JOB.

Other Contractual Stipulations:
Other contractual stipulations shall be as per Tender document.

Acknowledgement of Order:
The document shall be issued through Contract/Document transmittal System. Contractor is required to download the detailed LOA from the site (https://www.gailonline.com -> other links) and upload the same after digitally signing the same LOA document on portal.

Warranties / Guarantees:
Not Applicable

Extended Stay Compensation:
NIL

Consignee Address:
GAIL (INDIA) Ltd.
3RD FLOOR,JUBILEE TOWER
B-35-36,SECTOR-1
NOIDA-201301

General Conditions of Contract:
Shall be as per attached General Conditions of Contract (GCC)-Works

Special Conditions of Contract:
Shall be as per Special Conditions of Contract (SCC) of tender document.

Post Order Correspondence:
Post Order Correspondence shall be made with EIC.

Enclosures :

1) Tender document no. GAIL/NOIDA/C&P/BIS/22-23/194 (E-TENDER NO. 2023_GAIL_141303_1) dated 11.01.2023
2) General Conditions of Contract (GCC)-Works
3) Proforma of Contract Agreement (Works)
4) Integrity Pact

This order is being issued in triplicate.Two copies of the order duly signed ,stamped and dated on each page,may be returned within 3 days from date of receipt of the order to the undersigned..

For & on behalf of
GAIL (India) Ltd.

(Authorized Signatory)

ASHISH GOEL

Digitally signed by ASHISH GOEL
DN: c=IN, o=GAIL India Limited, ou=Contracts & Procurement, 2.5.4.20=51174c4fd6e2143d2c93668120ea9262e50a69f884ea0ad17277574cd9a491ca, postalCode=201301, st=Uttar Pradesh, serialNumber=bc3e63f5fcbef4fe738b7bca709ecee15ba8f852ffe2d64724476df44e6e7b00, cn=ASHISH GOEL
Date: 2023.02.28 15:42:00 +05'30'

NAME :
DESIGNATION :

CONTRACTOR'S ACCEPTANCE:

PLACE :

DATE :

SIGNATURE :

NAME :
DESIGNATION :
SEAL :

NOTE: Each page of this order including its annexure should be signed and stamped by the contractor before returning to GAIL (India) Ltd..

SCHEDULE OF RATES

Item : 1 - Civil
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
A	MARBLE & GRANITE WORK					
A1	Providing and fixing 18mm					

thick gang saw cut (pre molded and pre polished) machine cut for kitchen platforms, vanity counters, window sills , facias and similar locations of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, molding and polishing to edge to give high gloss finish etc. complete at all levels.

A2	Granite of any colour and shade					
A3	Area of slab over 0.50 Sqm.	2.140	M2	5,200.00	11,128.00	

(For Counter)

A4	Extra for fixing marble	3.570	M	350.00	1,249.50	

/ granite stone over and above corresponding basic item, in facia and drops of width up to 150mm with epoxy resin-based adhesive including cleaning etc. complete.

A6	Providing and fixing machine cut,	63.510	M2	9,500.00	603,345.00	

mirror/ eggshell polished , Marble stone work for wall lining (veneer work) including dado, skirting, risers of steps etc., in required design and pattern wherever required, stones of different finished surface texture, on 12 mm (average) thick cement mortar 1:3 (1 cement : 3 coarse sand) laid and jointed with white cement slurry @ 3.3 kg/sqm including pointing with white cement slurry admixed with pigment of matching shade, including rubbing, curing, polishing etc. all complete as per Architectural drawings, and as directed by the Engineer-in-Charge. 18 mm thick Italian Marble stone slab, Perlato, Rosso Verona, Fire Red or Dark Emperadore etc.

B	FLOORING & CLADDING WORK					
B1	Providing and laying Vitrified tiles					

in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero-chipping diamond cutter only. Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently
and easily.

B2	Glazed vitrified floor tiles	139.020	M2	1,700.00	236,334.00	

polished finish of size of Tile 600 x 1200 mm.

B3	Providing and laying machine cut,					

mirror polished Marble stone flooring, in required design (Simple geometrical, abstract etc.) and in patterns in combination with Italian marble stones of different colours, shades and finished surface texture etc., in linear portions of the building, all complete as per the architectural drawings, with 18 mm thick stone slab laid over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with white cement slurry @ 4.4 kg/sqm, including pointing with white cement slurry admixed with pigment to match the marble shade, including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge.

B4	18 mm thick Italian Marble stone	83.110	M2	6,300.00	523,593.00	

slab, Perlato, Rosso Verona, Fire Red or Dark Emperadore etc.

B5	Providing and laying modular carpet	35.640	M2	2,950.00	105,138.00	

Item : 1 - Civil
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *

of approved make and shade and made with 100% nylon 6/6.6 tufted textured tip sheared/ cut & loop piles, tiles of minimum 500mm x 500mm in size, stain resistant, anti-microbial, and having colour fastness to water, fastness to light, rubbing fastness and castor chair suitability as per relevant standard for heavy commercial usage, with PVC free backing, nominal total thickness of minimum 6.50 mm, pile height minimum 3.4 mm, minimum Total Pile weight # 800g/sqm). Material shall be CRI GREEN LABEL PLUS certified, and shall have recycled content complying to GRIHA requirement, including fixing with GRIHA compliant adhesive of approved make, all complete as per drawings, manufacturer's specifications and direction of Engineer in Charge.

B6	Providing and fixing machine cut,	13.760	M2	11,500.00	158,240.00	**Y#**

mirror / eggshell polished , 18-20mm thick Onyx stone work for wall lining (veneer work) including dado, skirting, risers of steps etc., in required design and pattern wherever required, stones of different finished surface texture, on 12 mm (average) thick cement mortar 1:3 (1 cement : 3 coarse sand) laid and jointed with white cement slurry @ 3.3 kg/sqm including pointing with white cement slurry admixed with pigment of matching shade, including rubbing, curing, polishing etc. all complete as per Architectural drawings, and as directed by the Engineer-in-Charge.

C	ROOFING					
C1	Providing and fixing false ceiling					

at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering up to 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with : at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square.

C2	12.5 mm thick tapered edge	86.320	M2	1,250.00	107,900.00	

gypsum moisture resistant board.

170	Providing and fixing tiled					

false ceiling of specified materials of size 595x595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanized steel sections (galvanized @ 120 grams/ sqm, both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm center to center and cross "T" of size 24x25 mm made of 0.30 mm thick (minimum) sheet, 1200 mm long spaced between main "T" at 600 mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600 mm panel to form grids of 600x600 mm and wall angle of size 24x24x0.3 mm and laying false ceiling tiles of approved texture in the grid including, required cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats of size 27 x 37 x 25 x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm GI adjustable rods with galvanised butterfly level clips of size 85 x 30 x 0.8 mm spaced at 1200 mm center to center along main T,

Item : 1 - Civil
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	bottom exposed width of 24 mm of all T-sections shall be pre-painted with polyester paint, all complete for all heights as per specifications, drawings and as directed by Engineer-in-charge.					
180	GI Metal Ceiling Lay in plain	68.280	M2	1,650.00	112,662.00	
	Tegular edge Global white color tiles of size 595x595 mm, and 0.5 mm thick with 8 mm drop; made of G I sheet having galvanizing of 100 gms/sqm (both sides inclusive) and electro statically polyester powder coated of thickness 60 microns (minimum), including factory painted after bending.					
C3	Wooden Grid Ceiling :	13.520	M2	7,300.00	98,696.00	
	Providing & Fixing of Armstrong/Anutone/approved equivalent Wooden finishes Suspended Ceiling System with WOODWORKS 600mm X 600 & 1200x600 mm with 1200x150/100mm (MICRO LOOK) EDGE TILES WITH ARMSTRONG Silhouette B/R 15 MM EXPOSED GRID. (considering all levels with require all fabrication work and fitting from RCC slab to false ceiling 100 to 300 mm) The Tile with perforation pattern as per architect suggestion with approved veneer shade with semigloss PU finish Humidity Resistance (RH) of 90%, Fire Performance Class 1(BS - 476) in module size of 600mm x 600mm x 12mm with 1200x300x12mm with and density of 830 Kgs/M3. The grid should be of #Armstrong# make with Silhouette B/R 15mm wide T - section flanges color white having rotary stitching on all T sections i.e. the Main Runner, 1200 mm & 600 mm Cross Tees with a web height of 38mm and a load carrying capacity of 14.29 Kgs/M2. The T Sections have a Galvanizing of 90 grams per M2 and pullout strength of 100kg. Suspension system for Armstrong grid to be of Armstrong make. INSTALLATION: To comprise main runner spaced at 1200mm centers securely fixed to the structural soffit using Armstrong suspension system (specifications below) at 1200mm maximum centre. The First/Last Armstrong suspension system at the end of each main runner should not be greater than 450mm from the adjacent wall. Flush fitting 1200mm long cross tees to be interlocked between main runners at 600mm centre to form 1200 x 600 mm module. Cut cross tees longer than 600mm require independent support. 600 x 600mm module to be formed by fitting 600mm long flush fitting cross tees centrally between the 1200 mm cross tees. In similar way prepare module of 1200x300mm if required. Perimeter trim to be Armstrong wall angles of size 3000x19x19mm, secured to walls at 450 mm maximum centres. SUSPENSION SYSTEM accessories manufactured and supplied by Armstrong World Industries consisting of M6 Anchor Fasteners with Vertical Hangers made of Galvanized steel of size 26 x 26 x 25 x 1.2mm with a Galvanized Thickness of 80gsm, A pre-Straightened Hanger wire of dia # 2.65 mm of 1.8 m length., thickness of 80gsm and a tensile strength of 344-413 MPa, along with Adjustable hook clips of 0.8mm thick, galvanized spring steel for 2.68 mm. The adjustable clip also consists of a 3.5 mm aquiline wire to be used with the main runner. (At all floor)					
C4	Baffle False Ceiling					
C5	Supply of Luxalon in position	32.480	M2	8,500.00	276,080.00	
	suspended false-ceiling system using U Baffle Aluminium panel ceiling manufactured by competent manufacturer Adhering to TAIM quality standards and progreen certificate to be submitted by the manufacturer, of approved colour wood finish consisting of panel size 100 mm deep X 50 mm width,100mm module using 0.6mm thick, panel length up to 4 mtr, Powder Coated to required Colour from corrosion resistance Aluminium alloy AA 3105 (Al. Mg) for higher strength and good roll forming characteristics.(100% Recyclable),Powder coating should be in house. Panels shall be connected using a slotted angle suspension", longer length to be connected by Baffle splice and the ends to be fixed with End Caps. Progreen certification and material test certificate to be submitted to the client.					
C7	Open Cell Ceiling System	28.510	M2	7,500.00	213,825.00	
	Supply & Installation of Luxalon® Aluminium AA3105 Cell Ceiling 50E manufactured by HDI of approved colour consisting of Main Runner, Cross Runner, Upper Sections, Lower Sections all of U-Shaped Profiles 10mm wide x 50mm deep x 0.5mm thick with inwardly returned edges of 2.5mm. Coil coated on a continuous Paint Line, Double baked and roll formed from enameled corrosion resistance Aluminium alloy for higher strength and good roll forming characteristics. The ceiling panels coil undergoes through levelling process on advanced CAD/CAM equipment to achieve levelling through ARKU SIX Hi configuration roller levelling process to ensure the flatness of the coil in the manufacturing process and releves stresses of coil. Cell ceiling panels should be manufactured from Roll forming machine to get the high-quality panels with accurate dimensions.					

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	Aluminium Alloy (Al.Mg) AA3105 for higher strength and good Roll Forming characteristics. The Main Runner shall be fixed at a distance of 1.2mtrs c/c and shall be suspended by means of G.I. Suspension Rod 4mm diameter and a Galvanized Suspension Spring Clip at a distance of 1.2mtr c/c. The Cross-Runner shall be fixed to the Main Runner at a distance 0.6mtrs c/c., with a self-locking device. The Upper Section and Lower section shall be fixed to the Main Runner and Cross Runner in a form of a Cell Structure of module 100 X 100 mm x 100mm in triangular cell shape with a self-locking device. Paint Finish: The baffle coils to go through 4 stages of pre-treatment, three times oven baked through conversion coating, priming and finish coat ensuring superior adhesion, high corrosion resistance and good colour stability. The coils to be painted on both sides after degreasing. Inside surface to have a primer of 5microns and a coat of natural colour of 5microns, exposed surface to have a primer of 5microns, binder of 5microns and topcoat of approved colour of 15 microns. All ceiling shall be Green pro Certified: For LEED certification by Indian Green Building council (IGBC). Ceiling manufacturer should have local manufacturing unit in India. Manufacturer should have Roll-forming machine to produce Baffle panels & in-house testing lab in India & having more than 20 years of existence in India. Approved Makes - Hunter Douglas, Gorden, SAS, Armstrong						
D	FINISHING WORK					
D1	12 mm cement plaster of mix :					
D2	1:6 (1 cement: 6 coarse sand)	15	M2	350.00	5,250.00	
D3	15 mm cement plaster on rough side of single or half brick wall of mix :					
D4	1:6 (1 cement: 6 coarse sand)	15	M2	450.00	6,750.00	**Y#**
D5	20 mm cement plaster of mix :					
D6	1:4 (1 cement: 4 coarse sand)	10	M2	650.00	6,500.00	**Y#**
D7	6 mm cement plaster of mix :					
D8	1:3 (1 cement: 3 fine sand)	10	M2	650.00	6,500.00	**Y#**
D9	Neat cement punning.	40	M2	250.00	10,000.00	**Y#**
D10	Extra for providing and mixing water proofing material in cement plaster work in proportion recommended by the manufacturers.	7.240	NUM	85.00	615.40	**Y#**
D11	Providing and applying plaster of Paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	192.840	M2	235.00	45,317.40	
D12	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :					
D13	Water thinnable cement primer.	192.840	M2	70.00	13,498.80	
D14	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade :					
D15	Two or more coats on new work	106.520	M2	250.00	26,630.00	**Y#**
D16	Finishing walls with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :					
D17	Painting wood work with Deluxe	10	M2	300.00	3,000.00	**Y#**
D18	Applying priming coat : Multi Surface Paint of required shade. Two or more coat applied @0.90 ltr/10 sqm over an under coat of primer applied @0.75 ltr/ 10 sqm of approved brand or manufacture					
D19	With ready mixed pink or Grey primer of approved brand and manufacture on wood work (hard and soft wood).	10	M2	100.00	1,000.00	**Y#**

Item : 1 - Civil
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
D20	Painting with synthetic enamel					

paint of approved brand and manufacture to give an even shade :

D21	Two or more coats on new work	50	M2	250.00	12,500.00	**Y#**
E	DISMANTLING AND DEMOLISHING					
E1	Demolishing cement concrete	1	LS	500,000.00	500,000.00	**Y#**

manually/ by mechanical means including Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix),brick work In cement mortar manually/ by mechanical means, Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, arcTaking out doors, windows and clerestory window shutters (steel or wood) architrave, holdfasts etc. complete of all area and sizes, wood work in frames, trusses, purlins and rafters up to 10 meters span and 5 meters height, tile work in floors and roofs laid in cement mortar, wooden boarding's in lining of walls and partitions, excluding supporting members, G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means, old plaster or skirting raking out joints and cleaning the surface for plaster, aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling etc. including any item herein not mentioned but required for clerance of site including Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, up to any lead including all lifts involved.

F	MISCELLANEOUS ITEMS					
F1	WALLPAPER					
F2	Providing and fixing of	18	M2	1,700.00	30,600.00	

approved shade of Wallpaper over 12mm thick Marine 710 Ply Board backing. Wallpaper to be sticked on 12mm thick Marine 710 Ply Board backing using Adhesives, including all necessary hardware required for it etc., complete as per the detail drawing.

F3	Providing and fixing in	81.250	M2	7,500.00	609,375.00	

in position 12 mm thick Toughened Clear Glass in partition panels by using various glass fittings of approved make (DORMA / HAFELE / HETTICH) to be fixed with necessary fittings on the ceiling duly finished without giving any load on the false ceiling by using necessary hardware of Dorma / Hafele make whatever necessary and required numbers to complete the job in all respect. Rate including cost of door opening with approval hardware such as patch fitting lock, handle etc of approved make but without cost of floor spring. Contractor is advised to submit working drawing with details of approved make patch fitting, sizes of glass panels etc and take approvals of consultants before execution of works. All complete as per detail drawing, as specified and as directed by Architect / Consultant / Project - In - Charge.

F4	Providing and fixing 12 mm	18.070	M2	12,300.00	222,261.00	**Y#**

thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & double acting hydraulic floor spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge (Door handle, lock and stopper etc.to be paid separately).

F5	Providing and fixing Stainless steel	8	EA	3,000.00	24,000.00	

304 Grade H- type pull handle of size min 32 mm dia and 1200 mm long of approved make including SS screws, including making holes of required size in shutter etc. complete as per direction of Engineer-in-Charge.

F6	Providing and fixing SS Bottom	4	EA	5,000.00	20,000.00	

patch Lock with cylinder of approved make including necessary screws etc. all complete.

F7	Providing and fixing SS floor	4	EA	750.00	3,000.00	**Y#**

mounted half dome door stopper of dia 45mm including necessary screws etc. all complete.

550	Fabricating and fixing Double	12.960	M2	15,000.00	194,400.00	

leaf sliding 12mm thick toughened glass door with Ozone patch fittings as per details. The door to have sliding channel and required fittings for sliding door of Ozone make as per attached drawings & manufactures details. Door to be complete with hardware as follows - lock, 450mm - 28mm dia "D" type handle, rails & channels

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and support members for channel all complete as per details.						
F8	BUILT IN /JOINERY & MISCELLANEOUS					
F9	The dimensions of the furniture					
as given in the respective items as below are indicative and there shall be no deviation of cost on account of this. However the tolerance limit for such deviations in sizes shall be limited up to 10% of any measurement mentioned in the item.						
F10	Low height storage Cabinet	25.440	M2	16,000.00	407,040.00	**Y#**
(Veneer finished)-375mm deep x 750mm high: Storage to be formed of 18mm commercial plywood and finished with 4mm thick approved shade of Veneer with adjustable shelves made of 18mm thick prelaminated MDF board with all exposed edges finished with 2mm thick PVC edge band (factory finished) as per details & architect approval. Shutters of cabinet to be formed of 18mm thick commercial plywood finished with 4mm thick veneer on outer surfaces and 0.8mm thick approved shade of laminate inside. Rear backing of cabinet to be formed with 12mm commercial plywood complete in all respect including 100 mm high veneer finished skirting as per approval/details. Exposed wood veneer surfaces to be finished with spray applied melamine polish. Storage to be complete with hardware installed as per the approved model/make & as directed to consist of the following: Shutter to have 2 nos. of automatic spring-loaded hinge of approved make installed strictly a per manufacturers guidelines with requisite tools/jigs. Each set of shutters to be provided with 1no. multipurpose lock for 22mm thickness foldable with master key Hettich (9246395) as specified, SS handles D type Hettich (1180121), auto bolt sensys hinge 95 degree opening Hettich (9242922), etc. (Hettich make) Basic price of Veneer @ Rs.685/ Sqmt + taxes (front area to be measured from bottom i/c height of leg/skirting to top of cabinet.						
F11	Full Height Storage (Laminate finish)	1	EA	32,000.00	32,000.00	**Y#**
- 600 mm Deep.						
F12	Providing and fixing full height	10	M2	13,000.00	130,000.00	
storage cabinet formed of 18mm plywood formwork/carcass with adjustable shelves as per details. Shutter of storage cabinet to be formed of 19mm commercial board/plywood finished with 1mm thick laminate of approved shade. All internal surfaces to be post laminated with 0.8mm thick HP laminate to approved shade. All external exposed surfaces to be finished with 1mm thick HP laminate to approved shade and all exposed edges to be finished with 2mm thick PVC edge band (factory finished) as per details. Each set of shutters to be provided with 1 no multipurpose lock for 22mm thickness foldable with master key Hettich (9246395) as specified, 6mm thick SS D type handles Hettich (1180121), sensys Hinge Hettich (9242922) as per details. Exposed wood surfaces to be finished with spray applied melamine polish (front area to be measured and paid for). Hardware: All hardware shall be as per the approved model/make.						
F13	PANTRY/ VENDING COUNTER					
F14	Counter with storage:	3.030	M2	25,000.00	75,750.00	**Y#**
Providing and fixing of counter with storage cabinet formed of 18mm thick prelaminated MDF board formwork/carcass/adjustable shelves/shutters with all exposed edges finished with 2mm thick PVC edge band (factory finished) as per details shown in drawing. Top of cabinet to be formed of 19 mm thick commercial plywood/board. The storage also to have drawer pedestals made of 18mm thick prelaminated MDF board with all exposed edges finished with 2mm thick PVC edge band (factory finished) as shown in drawing. Top of cabinet to be formed of 19mm thick commercial plywood/board. Rear backing of cabinet to be formed with 12mm thick marine plywood. Counter top, facia and 200mm high partial splash board to be finished with Pre-polished Granite Stone of approved shade & make as per details. All laminate shades to be of approved shade and colour. Cabinet to have concealed dustbin behind flap door formed of stainless steel in hairline finish as approved. All exposed wood surfaces to be finished with spray applied melamine polish. Also, to provide skirting in laminate finish as per details. (Front area up to counter top to be measured and paid for). Storage to be complete with hardware installed as directed to consist of the following: Shutter to have 2 nos. of automatic spring-loaded hinge of approved make installed strictly a per manufacturers guidelines with requisite						

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	tools/jigs. Each set of shutters to be provided with 1no. multipurpose lock as specified, SS handles, auto bolt, etc. Hardware: The storage to have all necessary hardware/ Locks/ Handles D type Hettich (1180121)/ Sensys Hinges with opening 165-degree Hettich (9243040) complete as per details drawing & shall be as per the approved model/make. (Hettich make). Counter with storage of size 600mm (D) x 850mm (H)(approximately) with 19mm thick pre-polished Granite stone (Basic price of Granite stone @ Rs.1600/ Sqmt + taxes).					
F15	Providing and fixing partition					
	up to ceiling height consisting of G.I. frame and required board, including providing and fixing of frame work made of special section power pressed/ roll form G.I. sheet with zinc coating of 120 gms /sqm(both side inclusive), consisting of floor and ceiling channel 50mm wide having equal flanges of 32 mm and 0.50 mm thick, fixed to the floor and ceiling at the spacing of 610 mm centre to centre with dash fastener of 12.5 mm dia meter 50 mm length or suitable anchor fastener or metal screws with nylon plugs and the studs 48 mm wide having one flange of 34 mm and other flange 36 mm and 0.50 mm thick fixed vertically within flanges of floor and ceiling channel and placed at a spacing of 610 mm centre to centre by 6 mm dia bolts and nuts, including fixing of studs along both ends of partition fixed flush to wall with suitable anchor fastener or metal screws with nylon plugs at spacing of 450 mm centre to centre, and fixing of boards to both side of frame work by 25 mm long dry wall screws on studs, floor and ceiling channels at the spacing of 300 mm centre to centre. The boards are to be fixed to the frame work with joints staggered to avoid through cracks, M.S. fixing channel of 99 mm width (0.9 mm thick having two flanges of 9.5 mm each) to be provided at the horizontal joints of two boards, fixed to the studs using metal to metal flat head screws, including jointing and finishing to a flush finish with recommended jointing compound, jointing tape, angle beads at corners (25 mm x 25 mm x 0.5 mm), joint finisher and two coats of primer suitable for board as per manufacture's specification and direction of engineer in charge all complete.					
640	STORAGE - OVERHEAD					
650	Providing and fixing overhead	3.210	M2	15,000.00	48,150.00	
	storage with the size of 600mm high and 400mm deep, made up of 18mm thk BWP plywood and finished with approved prelaminated, Internal partitions to be made up of 12mm thk approved prelam bwp plywood, with Finger groove opening provision in shutters to be made. Exposed Bottom side also to be finished with same prelam, 19mm thick shutters to be finished with approved pre-Laminate bwp plywood. All exposed edges to be finished with approved 1.5mm thick PVC edge banding. Rate to include grooves, all approved hardware's & accessories. All Finishes & accessories to be same as undercounter storages. Hardware Make: Hettich or equivalent					
F16	Providing and fixing partition upto	35.250	M2	1,752.00	61,758.00	
	ceiling height consisting of G.I. frame and required board, including providing and fixing of frame work made of special section power pressed/ roll form G.I. sheet with zinc coating of 120 gms/sqm(both side inclusive), consisting of floor and ceiling channel 50mm wide having equal flanges of 32 mm and 0.50 mm thick, fixed to the floor and ceiling at the spacing of 610 mm centre to centre with dash fastener of 12.5 mm dia meter 50 mm length or suitable anchor fastener or metal screws with nylon plugs and the studs 48 mm wide having one flange of 34 mm and other flange 36 mm and 0.50 mm thick fixed vertically within flanges of floor and ceiling channel and placed at a spacing of 610 mm centre to centre by 6 mm dia bolts and nuts, including fixing of studs along both ends of partition fixed flush to wall with suitable anchor fastener or metal screws with nylon plugs at spacing of 450 mm centre to centre, and fixing of boards to both side of frame work by 25 mm long dry wall screws on studs, floor and ceiling channels at the spacing of 300 mm centre to centre. The boards are to be fixed to the frame work with joints staggered to avoid through cracks, M.S. fixing channel of 99 mm width (0.9 mm thick having two flanges of 9.5 mm each) to be provided at the horizontal joints of two boards, fixed to the studs using metal to metal flat head screws, including jointing and finishing to a flush finish with recommended jointing compound, jointing tape, angle beads at corners (25 mm x 25 mm x 0.5 mm), joint finisher and two coats of primer suitable for board as per manufacture's specification and direction of engineer in charge all complete.					

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	75 mm overall thickness partition with 12.5 mm thick double skin fire rated Glass Reinforced Gypsum (GRG) plaster board conforming to IS: 2095: part 3 (Board with BIS certification marks)					
F17	Providing and fixing panelling					
	or paneling and glazing in paneled or paneled and glazed shutters for doors, windows and clerestory windows (Area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Paneling for paneled or paneled and glazed shutters 25 mm to 40 mm thick :					
F18	Pre-laminated particle board	10.830	M2	1,500.00	16,245.00	
	with decorative lamination on one side and balancing lamination on other side, Grade I, Type II IS: 12823 marked.					
F19	Manual Roller Blinds					
F20	Supplying and installing roller blinds	80	M2	1,600.00	128,000.00	
	of approved make, model and shade at all heights and location and required width and comprising of approved shade and quality fabric, 1 mm thick anodized extruded Aluminium alloy roller tube of 38-mm O.D , a bidirectional operating Clutch mechanism designed for adjustment-free, slippage-free, crash proof smooth operation for all heights, high strength fiber glass reinforced polyester idler, powder coated steel Insert type brackets fitted with roller tube, round bottom rail, control unit engrooved with a Ball Pitch of minimum 6.5mm, Stainless Steel Ball Chain, and powder coated atomized steel installation brackets. The clutch mechanism comprises of a SS beaded chain and carbon steel spring wrapped by means of a high strength fiber glass reinforced polyester assembly to transmit motion from driving to driven members. The installation brackets shall facilitate overhead, side or face mounting with clutch assembly on either end of the roller. Idler shall consist of a centre shaft and outside sleeve which provide bearing surface for roller tube and rotate freely on centre shaft for smooth and quiet operation. Bottom rail along with the fabric shall be enclosed in a suitably created pocket and shall be of powder coated aluminium tube and closed from sides with end caps. The item includes all fittings, accessories, brackets, screws, anchor fasteners, fabric as per approved sample and shade all complete as per drawings, tender specifications, relevant standards and direction of Engineer in charge. (Height of blind from top bracket to bottom tube and width from bracket to bracket shall be measured for payment) Manual Roller Blinds with following specification: Composition- 30% Polyester (max),70% PVC on Polyester(min), Openness factor- 3-5% (as approved) Weight (gram/ sqm)- min 440 gm/sqm Thickness- min 0.60 mm Fire Classification- Class A (NFPA 101 or Class 1 (UNE EN 13773) or equivalent as per relevant standards and specifications Fastness to light- 6-7/8 or higher Indoor Air Quality- Greengard / Eco-Codice Certified. Manufacturer's warrantee- minimum 5 years.					
F21	Supply, installation testing and	15	M2	12,500.00	187,500.00	
	commissioning of vertical garden consisting of welded MS Structure, poly propylene green wall module with pots, Drip irrigation system and good-looking outdoor plants to create a natural vertical garden look. The MS structure for vertical garden of height 8.00 meter shall be designed by the specialized agency to be engaged for the work of vertical garden. MS structure to be finished with two or more coat of epoxy paint of approved quality and shade over one coat of primer. Poly propylene green wall module of size approx. 170mm x 470mm shall be mounted over MS Structure with the support of fastener/screw /nut bolt etc. as required. Each module shall contain three poly propylene pots of size approx. 125mm x 125mm. Drip Irrigation system consisting of LLDPE Drip tubing 16 mm OD, 3.0 Kg/cm² rating, 2 LPH emitters at approx. 150 mm spacing including all fittings and cpvc pipes of suitable sizes for making connection with existing irrigation main line and shall be					

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capable to supply water to individual potted plants. Plantation of different type of outdoor good-looking plants to create a natural vertical garden look with light weight. Each pot shall contain soil mixture having cocopit, vermi compost, perlite, vermilite & good earth, suitable for plantation. Vertical garden shall be completed in all respect including temporary staging & bracing and removal of the same after completion of vertical garden and maintenance till the handing over to client, all complete as per direction of Engineer-In-Charge.

F22	LAQUER GLASS PARTITION/PANELLING					
F23	Providing & Fixing of lacquer glass	33.120	M2	5,683.00	188,220.96	

as per approval in any color fixed on existing ply/ MDF base with all other accessories as per architectural drawing. The Lacquered glass shall be highly durable, humid resistance, polyurethane lacquer glass. The glass to be manufactured by industrial curtain coating process. It should meet quality standards as per BS EN 1036 1999 & conform to persoz hardness test of at least 220 oscillations. The substrate of the glass should confirm to Standard BS EN 572 1995 parts 1 & 2. Lacquered glass to be manufactured to tight specifications, relating to consistency of color, opacity and homogeneity throughout production campaigns and also to the ageing properties, mechanical resistance, and resistance to humidity and to chemical agents of the lacquer. The color of the lacquer should remain stable when exposed to normal levels of ultra-violet light in interior applications.

F26	GLASS GRAPHICS					
F27	Providing and fixing film	81.250	M2	1,500.00	121,875.00	

etching with plotter cutting and application of 3MM/LUMAR/GARWARE make as per approved design on glass surfaces all complete as per instructions and patterns and design of the Architect.

F28	Designing and providing and	25	M2	16,000.00	400,000.00	

fixing murals on wall in Corten steel in 3mm thick, in process of laser cutting with sand Blasting. Special on-site anti crack treatment done between clamped and joint parts, to prevent, water crack in future. All Metal components to be treated for anti-rusting and anti-corrosion treatment, for longevity and durability, in extreme weather conditions. All Metal bending and bracing and fillers, with the alloy of same configuration, in 99.9% Purity. Acid treatment and heating done over surface. Anti-Carbonization Nano Coating treatment. The same to be fixed on wall with help of proper fixing arrangement to be got approved by EIC.

F29	Corian top:- Providing & fixing	39.600	M2	12,916.00	511,473.60	

cladding with 'Corian' finish using Acrylic solid surface of 6 mm thickness on top of tables, facia storage units, columns etc. where directed. The rate to include all materials, labour, transportation, wastages etc. complete.

F30	Supply and Installation of 6mm thick	8	M2	7,300.00	58,400.00	

Exterior grade F- Quality panels of standard size with both side décor. FunderMax Exterior panels are Duromer high-pressure laminates (HPL) as per EN 438-6 type EDF manufactured with norm conformity of EN 438-7 using patented NT Technology (NT is Non fading high performance acrylic polyurethane surface Technology). Panels will be double hardened including acrylic polyurethane resin and thermally cured under high pressure. These Panels will have CE-Mark necessary for their use in building applications. Installation of FunderMax panels will be done by MBE Rivets (with Fixed and Sliding Points) with recommended Aluminum T section of 75x37x2.8 mm thick and L section 38x38x2.8mm thick held by Aluminum Wall Bracket with Wind load and Dead load slot as designed and provided, anchored by standard anchor fasteners along with Thermal Separator. Installation of Panels will be done using Rear Ventilated Principles only, which is ensured by providing ventilation gap minimum 200 cm2/ per Meter (for free flow of air behind the façade) for the façade and using the framework with no horizontal section.

F31	Wooden Panelling					
F32	PLY WALL PANELING FINISH WITH					

VENEER FINISH: Providing & fixing 12mm thick IS 710 ply fixed on frame work. The framework shall be fixed as per drawing vertically & @ 600 mm c/c vertical & 1200 mm c/c horizontally. The frame work shall be made from Aluminium section make JINDAL/HINDALCO conforming to IS specification In paneling, (intermediate, perimeter) & (at vertical or horizontal joint of ply & at turning point) shall be fixed to

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	the wall/floor & ceiling with Sheet metal screws/Nylon grip screws of Corro-shield /Fischer and shall be supported by filling required size wedges /washers/ MS wall connectors or packings of teak wood /MS washers to ensure right angles and plumb level. All ply/wooden frameworks shall be treated with anti-termite treatment & hidden the framework shall be covered with approved make plywood (IS 710- 12 mm ply), adhesive, tape, headless nails etc., finished with Veneer (veneer base 4 mm thick Gurjan ply) with semiglossy.					
F33	PU polish & in pattern as shown	9.090	M2	7,000.00	63,630.00	
	in the drawing. Rate shall be inclusive grooves etc. complete as per drawing or as directed by EIC/ Architect. The rate shall be in Sq.mt of actual paneling work for all floors, at all heights, all shapes. Rate shall inclusive of all material, labor scaffolding, tools, tackles, for all heights and for all levels, Rates shall also be inclusive of cost of making cut outs/ openings for electrical fixtures, tube lights /air-conditioners, grills, diffusers etc. & providing additional sections for strengthening around the openings/cutouts, making grooves between wall & board or as per drawing /instruction of EIC. and no extra payment shall be considered for additional sections provided. All curved surfaces, recesses, waffles shall be part of the paneling including openable shutter wherever required area and finish with the same material. Rate shall be inclusive of all item inclusive part of paneling Only the clear elevation area shall be measured and paid.					
F34	VENEER PANELING					
F35	Providing and fixing of 4mm thick	10	M2	2,596.00	25,960.00	
	Veneer cladding of Maple or approved shade on existing partitions/paneling fixed with adhesive, matching grains and including spray applied matte melamine polishing. Veneer to be fixed in panels of width as specified and 4mm grooves as shown in drawings. Basic price of Veneer @ Rs.1000/ Sqmt + taxes.					
F36	GLOSSY LAMINATE PANELING					
F37	Supply and installation of	8	M2	4,000.00	32,000.00	
	approved shade Glossy Laminates paneling over 12mm thick Marine -710 Ply Board as backing to achieve required partition thickness & support as per the manufacturer specifications & details complete.					
F38	LEATHER PANELING					
F39	Supply and installation of	8	M2	7,000.00	56,000.00	
	approved shade Leather paneling over 12mm thick Marine -710 Ply Board as backing to achieve required partition thickness & support as per the manufacturer specifications & details complete.					
880	Acoustical Wall Panels					
890	Providing& fixing in position	25	M2	4,500.00	112,500.00	
	wall panelling at all heights of thickness 25 mm with Credence Fiber Glass Acoustical Wall Panels of size 600X600 /600x1200 mm creda, resin bonded square edges having NRC of 0.9 minimum. The panels should be manufactured from high density bio-soluble resin bonded glass wool absorber having density of 96 Kgs/m3 and wrapped on the front side with an acoustically transparent fabric having option of colours and fabric options like jute etc. as per approved by architect/engineer-in-charge, plain tissue backer and fabric wrapped hardened edges. Panels should have humidity resistance up to 90 %, thermal conductivity # 0.03 (m^2 k / w) thermal resistance # 0.9 (m^2 k / w) & moisture rate # 1% (JC/T670 # 2005). The panel should be fully recycled and fire retardant as per Class A. The installation comprises surface impalers having projecting elements called spikes shall be fixed on the plain surface at 1200 mm center to center horizontally and 600 mm center to center vertically or as per approved by engineer-in-charge, using self-tapping screws. Silica based construction adhesive to be dabbed on to the projecting elements (spikes) of the impalers. Wall Panels shall be pierced through the spikes of the impalers ensuring line & level of panel are maintained. The panels should be mounted on the impalers horizontally or vertically as per the approved design or as per the directions of the engineer-in-charge.					
F42	Aluminium Corrugated Louvers					
F43	Providing and fixing Horizontal	4.420	M2	9,500.00	41,990.00	
	/ Vertical Aluminium Corrugated Louvers as per the drawings enclosed as per approved shade, fabricated out of heavy-duty aluminum extruded profiles (Powder coated / anodized) fixed with Aluminium tube outer frame. All aluminum members & profiles shall be of AC 25 grade as per specification. The Aluminum members shall be					

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protected with Masking Tapes all around the profiles for safety against external scratches at site (Masking Tapes shall be removed only at the time of handing over as per the instructions of Developer). The fabrication shall be done with all the joints mitered; the Outer Frames and Mullions jointed with appropriate Stainless-Steel Screws, Heavy Duty Aluminum Angle, Cleat, box sleeve etc. EPDM gaskets to be used for preventing Bimetallic corrosion wherever required. The fixing shall be done on to Aluminium frames or existing openings at anchorage locations, in windows, walls, glazing jambs, cills and heads etc. by drilling holes with an electric drill, inserting fasteners, stainless steel counter sunk screws etc.

F44	Providing & Fixing of	1	NUM	135,000.00	135,000.00	

Rhythmscape/Hunterdouglas/Credance/Armstrong Fabric Wood Panel 1800mm x 600mm as per the drawing made of 12mm real walnut wood species with Custom wooden stain finish with an Organic base and a trimer of cyanamide with 1#3#5 Triazine with custom machine coat finish as approved to be installed using z profile system as per the manufacturer specification. All material should be of approved make & complete as per the drawing, specification, and approval of the architect.

Make #Rhythmscape/Hunterdouglas/Credance/Armstrong

F45	Providing & Fixing of	32	NUM	3,500.00	112,000.00	**Y#**

#Rhythmscape/Hunterdouglas/Credance/Armstrong Acoustic Trapezium Panels 300mm x 450mm in custom size as per the drawing made of 35mm thick high-performance wood fibre with custom stretchable scuba with Owen corning's fiber class 24kg/m3 Nrc 0.9 in petal form with special Organic base and a trimer of cyanamide with 1#3#5 Triazine with custom shade as approved to be installed using Z profile system with special hook as per the manufacture specification. All material should be of approved make & complete as per the drawing, specification and approval of architect. Scaffolding in Client Scope.

Make -Rhythmscape/Hunterdouglas/Credance/Armstrong

F46	Providing & Fixing of	65	M2	6,000.00	390,000.00	

#Rhythmscape/Hunterdouglas/Credance/Armstrong Acoustic Petal Ceiling in modules of 212mm x 300mm with 100mm depth made of high performance Acoustic 12mm Pet Flake as approved to be installed using special clip system as per the manufacture specification. Scaffolding to be provided by the client. All material should be of approved make & complete as per the drawing, specification and approval of architect.

Make -Rhythmscape/Hunterdouglas/Credance/Armstrong

F47	Designing and providing and	18	M2	16,000.00	288,000.00	

fixing murals on wall in Corten steel in 3mm thick, in process of laser cutting with sand Blasting. Special on-site anti-crack treatment done between clamped and joint parts, to prevent, water crack in future. All Metal components to be treated for anti-rusting and anti-corrosion treatment, for longevity and durability, in extreme weather conditions. All Metal bending and bracing and fillers, with the alloy of same configuration, in 99.9% Purity. Acid treatment and heating done over surface. Anti-Carbonization Nano Coating treatment. The same to be fixed on wall with help of proper fixing arrangement to be got approved by EIC.

F48	Wooden sound slate Panelling					
F49	Providing and fixing in position	65	M2	5,000.00	325,000.00	

wall paneling of Credence grooved wood panels ESTO width 192mm, thickness of 16mm and length 2440 mm made up of high-density fiber board with minimum density of 800 Kg/m3 substrate with a laminated facing as per the approved shade/species & finish with melamine balancing layer on the reverse side. The boards shall have a special perforation pattern of 3 mm grooves at 21mm pitch. The panels shall be highly moisture resistant and have fire resistance of Class I, BS 476 part 7. The edges of the panels shall be #tongued-and-grooved# to receive special clips for installation. The back of the perforated panels shall have sound absorbing non-woven acoustical fleece and backed with 50mm thick rock wool layer as directed by the Engineer-in-Charge. The panels shall be mounted on special channels using clips as approved by the Engineer -in-charge. Install G.I stud of section 48X34X36 mm or as approved by the Engineer -in- Charge on the solid wall using screws at spacing of 600mm centre-to-centre. Screw the aluminum channel (keel) on channeled G.I

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stud 600mm centre to centre. Install the first set of wooden panels by inserting the clips. For border channel insert the groove of the panel in to the projecting flange of the clip. Continue installing rows of panels by inserting the tongue into the groove of the earlier inserted panel and progressively installing clips for inside channel into the next aluminum channel (keel) and simultaneously fill the gap between wall & panel with 50mm thick rock wool having density of 48 kg/m3. Continue the process till the actual height is achieved. Use clips for border channel to finish off the installation, finish the edges and joints using wood molding of matching color (to be provided by others) as approved by Engineer-in- Charge. The installed panels should give an NRC of 0.9.

F52	Providing and fixing following					

16-18mm Italian/Imported Marble stone. The stone to be fixed after putting dabs of neat cement on walls & resting stone on them. The Stone to be anchored at bottom and at top with "L" Shaped MS Cleats as per details. Back of stone to be filled with white cement slurry complete. Size of the stone to be at least 2100mm height /length x600mm wide. Joints to be minimal and filled with white cement mixed with colour pigment to match colour of stone. The item includes polishing the laid stone to give a plain, level and smooth finish complete.

F53	For LOBBY and entrance facia	150	M2	13,000.00	1,950,000.00	

with (Botticino Classic, Grey William, Royal Diana, Statuario Marble, Rosso Verona etc. to be White with minimum base rate of Approx. Rs. 465/Sqft.)

F54	Providing and laying Laminate	24	M2	3,300.00	79,200.00	

wooden flooring (Grade AC4 or AC4 + laminates) 6 mm to 8mm thick, having a good backing layer made up of plastic laminate or melamine, core made up of medium-density fiberboard (MDF),which is less resistant to impact damage and less resistant to being dented by heavy furniture, having a décor layer to give each floor its appearance and consisting of one or more sheets of paper impregnated with melamine resin and top wear layer having clear aluminium oxide finish that protects the decorative layer & imparts the desired level of sheen, from full gloss to low gloss, duly fixed to the base floor using adhesive as approved by the manufacturer.

F55	Wooden ceiling finish with veneer:	18	M2	6,000.00	108,000.00	

Providing and fixing IS 710 12 mm thick plywood false ceiling as per drawing & instruction of EIC & sample approved (complete with frame work). finish with 4 mm thick veneer gurjan base ply Semi glossy melamine finish polish. Plywood shall be fixed with required fabrication work and ply frame work with all necessary accessories Rate shall include cost of making of all cutouts for light fixtures, gadgets, gizmo, pelmets, grooves, beads and also provide support/template where ever required The rate shall be in sq.mt for all floors and at all heights including all costs the shop drawing (or a sample mock of 5 Sqm minimum of the frame work and ceiling) shall be approved from EIC. 5mm Groove shall be provided at the junction of the false ceiling & the wall. (considering all levels with require all fabrication work and fitting from RCC slab to false ceiling100 to 1000 mm).

F56	'Fabrication, supply and Installation	21	ZRM	12,500.00	262,500.00	**Y#**

of New clear line glass railing system by Ozone made of Heavy-duty aluminum U Type Hollow Walls Base channel (HWBC) (OZRF-NCLSYS- HWBC-AL) AL-6063 grade with mill finish of size 12.5mm (thick) 72 (wide)x122 mm (height). Glass Specs. is 16.89mm thk (8mm CT+ .89SGP+ 8MM CT) to be GRIPPED with fixing kit (OZRF-NCL-ACC-KIT-17MM) made of self-pushing clamps (SPC) made by hardened aluminum -6063 grade each at maximum 350mm cc to cc. glass should be lifted from base by Solid Nylon L Block separates at least 3 nos. meters. HWBC to be fixed with M12 GI stud chemically grouted. Glass should be fixed with completely dry system so that in case of breakage it can be changed without any silicon cutting and very fast as well. exposed edges of HWBC (if any) to be covered with SS 304 grade end caps. The Top Edge of glass will be covered with SS 304 grade Round slotted tube of Dia42x1.5 mm thick. fixed on the glass edge with EPDM gasket. The Vertical joint of glass will be free from silicon. The total height of the system will be max. 900 mm from ledge top, all top rail joints will be joined by using argon welding only. Rate inclusive of glass formwork/ mould of MDF/ PLY as per manufacture's requirement.

F57	CONCRETE CLADDING					

Item : 1 - Civil
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
F58	Providing and fixing CONCRETE CLADDING	25	M2	7,200.00	180,000.00	

BY NUANCE STUDIO - DORIC SERIES 2700X900mm ROUGH FINISH using Litheoz concrete which is a fiber reinforced concrete technology and cast in panels using wet cladding using adhesive of various sizes as directed, cleaning, finishing, curing etc. complete as directed by Engineer-In-Charge. The compressive strength to be between 100 to 120 Mpa and Flexural strength to be between 12 to 15 MPa, the back of the panels should be primed with a priming liquid polymer before cladding. Apply the tile adhesive onto the wall and the panel and press the panel firmly onto the wall, he spacer gaps should be filled with superior quality tile grout / sealant. The tile edges need to be masked by filling the space gaps. including necessary hardware, scaffolding, finishing and cleaning etc.

F59	CONCRETE CLADDING					
F60	Providing and fixing CONCRETE CLADDING	25	M2	7,000.00	175,000.00	**Y#**

BY NUANCE STUDIO - TRAVERTINE FLAT PANELS ROUGH FINISH using Litheoz concrete which is a fiber reinforced concrete technology and cast in panels using wet cladding using adhesive of various sizes as directed, cleaning, finishing, curing etc. complete as directed by Engineer-In-Charge. The compressive strength to be between 100 to 120 Mpa and Flexural strength to be between 12 to 15 MPa, the back of the panels should be primed with a priming liquid polymer before cladding. Apply the tile adhesive onto the wall and the panel and press the panel firmly onto the wall, he spacer gaps should be filled with superior quality tile grout / sealant. The tile edges need to be masked by filling the space gaps. including necessary hardware, scaffolding, finishing and cleaning etc.

F61	SITC of art MURAL Light Pottery	1	LS	10,000.00	10,000.00	

Decorative items as per approval by Engineer in Charge and selected by Architect for the works. They shall be procured from the market as per selection and brought and installed as per directions. Contractor shall be paid overhead of 10% on the procured cost. all other charges shall be inclusive.

F62	Providing and covering Existing	40	M2	8,000.00	320,000.00	

LED Panels/Video Wall using 10mm Thick MDF and long square wooden planks. The boxing shall be done from all around to ensure against Dust. Joints shall be provided with silicone sealant. All other measures like Bubble wrapping/taping/erection and dismantling of the structure shall be deemed to be included in the quoted rate.

F63	Panels shall be fabricated from	55	M2	4,500.00	247,500.00	**Y#**

0.71 mm thick (TCT) aluminium alloy. Panel shall be square edged. Panel size shall be 1200 mm * 300 mm and shall be powder coated on external surface only. Edge profile shall be 18 mm * 20 mm fabricated from G.I. Sheet. Tile shall have 3 mm dia at 7 mm Centre to Centre in diagonally.GI rod, top and bottom portion of rod shall be rounded, Top end shall be screwed to slab and bottom shall be nut bolted to hold on hanger. Sil Carrier shall be fixed into hold on hanger with level adjusting spring steel clip to maintain the desired level of False Ceiling. Suspenders shall be at max. 1200 mm and the distance between two carriers will be 1200 mm center to center. Panel shall be snapped into carrier. Pressure clip shall be provided along the length to hold the panels. Edge profile shall be fixed on the perimeter of walls and columns. SIZE 1200X300-Panel Size

Work Order Item 00001 Basic Item Value : INR 11,470,080.66
(RUPEE ELEVEN MILLION FOUR HUNDRED SEVENTY THOUSAND EIGHTY AND PAISE SIXTY-SIX ONLY)
Item Specific Conditions :
Total Tax = 2,064,614.52
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 13,534,695.18

Item : 2 - Fire System
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *

Item : 2 - Fire System
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
A	FIRE FIGHTING SYSTEM					
20	PIPES & VALVES					
1	Providing, laying, testing &					

commissioning of 'C' class heavy duty MS pipe conforming to IS 3589/IS 1239 including Welding, fittings like elbows, tees, flanges, tapers, nuts bolts, gaskets etc. and fixing the pipe on the wall/ceiling with suitable clamp/support frame and painting with two or more coats of synthetic enamel paint of required shade complete as required:

40	80 mm dia.	5	M	1,800.00	9,000.00	
50	65 mm dia.	15	M	1,600.00	24,000.00	
60	50mm dia.	15	M	1,250.00	18,750.00	
70	40 mm dia.	15	M	1,050.00	15,750.00	
80	32 mm dia.	20	M	850.00	17,000.00	
90	25 mm dia.	30	M	750.00	22,500.00	
100	AUTOMATIC SPRINKLER SYSTEM					
2	Providing, fixing, testing &					

commissioning of 15mm dia quartzoid bulb type sprinklers of rating 68 degree centigrade with required accessories :

120	Pendent Sprinkler	30	EA	550.00	16,500.00	
3	Supplying, installation, testing &					

commissioning of sprinkler flexible pipe (UL Listed) of stainless steel complete with 15 NPT on reducer thread with maximum working pressure of 175 PSI test pressure of 875 PSI (Burst) with branch line (Inlet) 25mm NPT male thread to sprinkler head (Outlet) 15mm NPT female thread with reducer, nipple, 2 side brackets, center bracket, stock bar of following sizes complete as required.

140	1000mm	30	EA	1,500.00	45,000.00	
4	Providing, installation, testing &	30	EA	225.00	6,750.00	

commissioning of adjustable rosette plate for 15mm dia in white finish UL Listed or FM approved complete as required.

B	PLUMBING					
1	Providing and fixing Stainless Steel					

A ISI 304 (18/8) kitchen sink as per IS: 13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required :

180	510x1040 mm bowl depth 200 mm	1	EA	7,500.00	7,500.00	
2	Providing and fixing P.V.C. waste pipe					

for sink or wash basin including P.V.C. waste fittings complete.

200	Flexible pipe					
210	40 mm dia	1	EA	150.00	150.00	**Y#**
3	Providing and fixing Chlorinated					

Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold-water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same

Item : 2 - Fire System
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
including testing of joints complete as per direction of Engineer in Charge.						
230	Concealed work, including cutting					
chases and making good the walls etc.						
240	15 mm nominal dia Pipes	1	M	600.00	600.00	**Y#**
250	20 mm nominal dia Pipes	5	M	700.00	3,500.00	**Y#**
260	25 mm nominal dia Pipes	8	M	800.00	6,400.00	**Y#**
270	32 mm nominal dia Pipes	10	M	900.00	9,000.00	
4	Providing and fixing C.P. brass					
bib cock of approved quality conforming to IS standards and weighing not less than 690 gms.						
290	15 mm nominal bore	2	EA	900.00	1,800.00	

Work Order Item 00002 Basic Item Value : INR 204,200.00
(RUPEE TWO HUNDRED FOUR THOUSAND TWO HUNDRED ONLY)
Total Tax = 36,756.00
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 240,956.00

Item : 3 - Furniture
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
1	Sofa for Lobby area					
20	Supplying, and placing in position					
of sofa as per Image. The sofa is crafted from the best materials to make a sofa that's truly worthy of your living room. Upholstered in a premium leatherette, the sofa is a sight for sore eyes. The curved box cut design adds an elegant charm to any space. The solid wood frame and legs give a sturdy presence to the sofa. Seating Height 425mm, Legs Solid Wood. The seat cushion is made of multi layered foam of density 32-35kg/m3. The seating cushion have 2.75 & 1.75 inches of elastic webbing. The thread used is nylon bonded to provide lasting stitch strength. The backrest has a foam of 28kg/m3 with polyster poly fill outer layer of 200 gsm. The polyster polyfill keeps the upholstery wrinke free & soft. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI, Herman Miller Herman Miller. The product should be as per above given specification under the guidance of project architect & Engineer in charge.						
30	3 seater Dimension	5	NUM	76,500.00	382,500.00	
(W)1800mm X (D)710mm X (H)770mm.						
40	2 seater Dimension	2	NUM	63,000.00	126,000.00	
(W)1530mm X (D)710mm X (H)770mm.						
2	Center Table for Lobby area					
60	Supplying and placing in position					
of centre table as per photograph. The wooden centre table celebrates a marriage of simplicity and functionality. Resting atop a clear glass, it creates a stunning contrast of modern and rustic. Timeless design that elevates your space. Open storage space for books or magazines with Kiln- dried solid wood is highly durable are made from sustainably sourced beech wood. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex						

Item : 3 - Furniture
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.					
70	Dimension(W)1150mm X (D)550mm X (H)450mm	5	NUM	27,000.00	135,000.00	
3	Side Table for Lobby area					
90	Supplying and placing in position					
	of side table as per photograph. The wooden centre table celebrates a marriage of simplicity and functionality. Resting atop a clear glass, it creates a stunning contrast of modern and rustic. Timeless design that elevates your space. Open storage space for books or magazines with Kiln- dried solid wood is highly durable are made from sustainably sourced beech wood. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.					
100	Dimension(W) 580mm X (D)450mm X (H)450mm	3	NUM	15,200.00	45,600.00	
4	Meeting Table					
120	Supplying and placing in position					
	of meeting table as per photograph/drawing. The table top is made out of 42mm thick Prelam Particle board top with 2mm thick pvc edge banding. The table top shall be supported with 36mm thick Side panel & Modesty panel with 2mm thick PVC edge banding. All working or non-working edges shall be provided with machine pressed 2mm thick PVC edging using special hot melt glue at hot temperature. Providing of wire raceway & junction box for connectivity of wires & cables. The table also provisioned with 6 modules Flip top box for wire flow. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.					
130	Dimension: 3300mm(L) X 1100mm(D) X 750mm	1	NUM	170,500.00	170,500.00	
	(H)					
5	Supplying, and placing in position					
	of 360 degree revolving high back chair as per Image. The high mesh back chair is a magnificent chair with creative tree detailing, so when you look at it from afar it feels as if a tree is emerging from the roots to the branches and leaves on the top. The leaves add function to the design being adjustable for improved lumbar support. The chair with adjustable headrest & armrests. Material & Subtype: Mesh, Colour & Colour Family: Black, Dimension(W)600mm X (D)500mm X (H)1282mm, Back Type: high Back, Base: Aluminium Base, Base Type: Revolving, Maximum Seating Height:21.25" ,Minimum Seat Height:17.32", Function: Revolving::Pneumatic Height Lift::Adjustable :Multi-Locking Knee Tilt::Adjustable Armrest, 3 D Lumbar Support, Locking Mechanism: self tention adjustment/any position multi locking, chair Handle: adjustable handle with pp pad. The Seat are made up of 12mm thick hot-pressed plywood upholstered with moulded foam and fabric, chair seat has foam of density 32-35 kg/m3. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.					
150	Main Chair for Meeting room	2	NUM	20,700.00	41,400.00	
6	Supplying, and placing in position					
	of 360-degree revolving medium back chair as per Image. The medium mesh back chair is a magnificent chair with creative tree detailing, so when you look at it from afar it feels as if a tree is emerging from the roots to the branches and leaves on the top. The leaves add function to the design being adjustable for improved lumbar support. The chair with adjustable armrests. Material & Subtype: Mesh, Colour & Colour Family: Black,					

Item : 3 - Furniture
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	Dimension(W)600mm X (D)500mm X (H)1090mm, Back Type: Medium Back, Base: Aluminium Base, Base Type: Revolving, Maximum Seating Height:21.25" ,Minimum Seat Height:17.32", Function: Revolving::Pneumatic Height Lift::Adjustable :Multi-Locking Knee Tilt::Adjustable, Armrest, 3 D Lumbar Support, Locking Mechanism: self tention adjustment/any position multi locking, chair Handle: adjustable handle with pp pad. The Seat are made up of 12mm thick hot-pressed plywood upholstered with moulded foam and fabric, chair seat has foam of density 32-35 kg/m3. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.					
170	Visitor Chair for Meeting room	17	NUM	19,000.00	323,000.00	
7	Main Table for GM Cabin					
190	Supplying, and placing in position of a straight-line table with wire manager as per photograph/drawing. The main desk of size 2300mm (L) X 900mm (D) X 750mm (H) shall be made out of 42mm thick pre-laminated particle board with the approved shade. Table top supported with side panels and modesty panel. The side panels made out of 42mm thick pre-laminated Particle board & modesty panel made out of 36mm thick pre-laminated Particle board of approved shade. All working or non-working edges shall be provided with machine pressed 2mm thick PVC edging using special hot melt glue at hot temperature. Provision of Pop-up - cable manager box in the table. The Fixed Side Runner attached to the table of all over size 1940 mm (L) x 450mm (D) x 650mm (H) has a provision for three drawers with locking facility, two openable shutters with locking arrangement, open storage with shelf & one open storage for CPU. The another side panel of table top having a provision of two attached drawer as per photograph. The table top rest on SS studs for design purpose same as per image. LEATHER finish shall be given for 1/3rd of the width of the table as shown in image. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.					
200	Main Table Dimesnion: (L)2300mm X (D)900mm X (H)750mm. All over Side Runner Dimension: (L)1940mm X (D)450mm X (H)650mm.	1	NUM	134,000.00	134,000.00	
8	Supplying, and placing in position of 360-degree revolving high back chair as per Image. The premium upholstery is an added touch of extra class. With its supple leather upholstery. Equipped with a multi-locking knee tilt mechanism and adjustable arms this chair is is high on back support and comfort. Size: (W)610mm X (D)500mm X (H)1300mm Leather: Semi Aniline Leather, Function: Revolving: Pneumatic Height Lift: Adjustable Armrest: Multi locking Knee Tilt, Maximum Seating Height: 24", Minimum Seat Height: 20.86", Base: Chrome Base, Locking Mechanism: Multi-Locking Knee Tilt. The pneumatic height adjustment shall have adjustment stroke of 100 mm and shall be operated at 30kgs extension force. The Seat are made up of 12mm thick hot-pressed plywood upholstered with PVC with polyurethane foam, chair seat has foam of density 30-32 kg/m3. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.					
220	Main Chair for GM Cabin	1	NUM	32,000.00	32,000.00	
9	Supplying, and placing in position of 360-degree revolving medium back chair as per Image. The premium upholstery is an added touch of extra class. With its supple leather upholstery. Equipped with a multi-locking knee tilt mechanism and adjustable arms this chair is is high on back support and comfort.t.Dimension (W)640mm X (D)500mm X (H)1130mm, Leather: Semi Aniline Leather, Function: Revolving::Pneumatic Height Lift::Adjustable Armrest::Multi locking Knee Tilt, Maximum Seating Height: 24",Minimum Seat Height: 20.86", Base :Chrome Base, Locking					

Item : 3 - Furniture
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *

Mechanism: Multi-Locking Knee Tilt. The pneumatic height adjustment shall have adjustment stroke of 100 mm and shall be operated at 30kgs extension force. The Seat are made up of 12mm thick hot-pressed plywood upholstered with PVC with polyurethane foam, chair seat has foam of density 30-32kg/m3. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

240	Visitor Chair for GM Cabin	3	NUM	30,000.00	90,000.00	
10	Side Storage for GM Cabin					
260	Supplying, and placing in position					

of low height storage @750mm height as per photograph/drawing. The storage unit having Openable shutters with shelf in it. The modular storage unit top shall be made from 18 mm thick pre-laminated particle board and rest of the sides as well as shelves and shutter to be made up of 18 mm thick pre-laminated particle board while back to be made of 8 mm thick pre-laminated particle board. All edges to be provided with 2 mm thick PVC lipping. The storage unit having openable shutters with D shape handles & locking arrangement. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

270	Dimension: 900mm(L) X 450mm(D) x 750mm(H	1	NUM	14,800.00	14,800.00	
11	Main Table for Cabin's					
290	Providing and placing of main table					

as per image/drawing. Modular tables of size 1350mm(L) x 600mm(D) x 750mm(H). Table top are made up of 25mm thick pre-laminated particle board and understructure shall be made of 18mm thick prelaminated particle board gable ends and modesty panels. The working edges shall be provided with machine pressed 2mm thick PVC edging using special hot melt glue at hot temperature. Provision of one CPU trolley and PVC keyboard tray attached to the table top. The table shall be provisioned with free standing Side Storage of size 900mm L x 450mm D x 750mm Ht., Storage Top are made out of 25mm thick pre-laminated particle board and rest all storage to be made out of 18 mm thick prelaminated particle board. Storage having a sliding shutter with D shape handles and central locking arrangement. All exposed edges shall be provided with machine pressed 2 mm thick PVC lipping glued with hot melt EVA glue. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

300	Main Table Dimension:	6	NUM	45,000.00	270,000.00	

1350mm(L) X 600mm(D) x 750mm(H).
Side Runner Dimension: 900mm(L) X 450mm(D) x 750mm(H).

12	Supplying and placing in position of					

360 degree Revolving High back chair of size (W)600mm X (D)660mm X (H)1275mm as per image. The moulded backrest conforms to the natural curvature of the spine for optimum lumbar support. The Synchro Single Locking Mechanism, Tilt Tension Control along with the adjustable headrest further work to provide an ultimate ergonomic experience. The solid chrome base provides extraordinary support while the 55mm castors help in an easy smooth movement. Premium high-density virgin foam for comfortable seating. Adjustable armrest & headrest with Synchro Single Locking and Tilt tension control for improved mobility. chrome base with 55mm castors for increased stability and non-friction movement. Function Revolving: Pneumatic Height Lift: Tilt Tension Control: Synchro single locking. The Seat & back are made up of 12mm thick hot-pressed plywood upholstered with PVC with polyurethane foam, chair seat has foam of density 32-35 D. The backrest has a foam of 28D. The product should be from the manufacture which have FSC Certification, BIFMA

Item : 3 - Furniture
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *

Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

320	Main Chair for Cabin's	6	NUM	15,100.00	90,600.00	
13	Supplying and placing in position					

of 360 degree Revolving medium back chair of size (W)600mm X (D)660mm X (H)1080mm as per image. The moulded backrest conforms to the natural curvature of the spine for optimum lumbar support. The Synchro Single Locking Mechanism, Tilt Tension Control further work to provide an ultimate ergonomic experience. The solid chrome base provides extraordinary support while the 55mm castors help in an easy smooth movement. Premium high-density virgin foam for comfortable seating. Adjustable armrest and headrest with Synchro Single Locking and Tilt tension control for improved mobility. Chrome base with 55mm castors for increased stability and non-friction movement. Function Revolving: Pneumatic Height Lift: Tilt Tension Control: Synchro single locking. The Seat & back are made up of 12mm thick hot-pressed plywood upholstered with PVC with polyurethane foam, chair seat has foam of density 32-35 D. The backrest has a foam of 28D. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

340	Visitor Chair for Cabin's	12	NUM	13,850.00	166,200.00	
14	Medium height Storage for Cabin's					
360	Supplying, and placing in position					

of Medium height storage @1200mm height as per photograph/drawing. The storage unit having Openable shutters with shelf in it. The modular storage unit top shall be made from 18 mm thick pre-laminated particle board and rest of the sides as well as shelves and shutter to be made up of 18 mm thick pre-laminated particle board while back to be made of 8 mm thick pre-laminated particle board. All edges to be provided with 2 mm thick PVC lipping. The storage unit having openable shutters with D shape handles & locking arrangement. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

370	Dimension:1200mm(L) X 450mm(D)x 1200m(H)	6	NUM	31,700.00	190,200.00	
15	Linear Workstation					
390	Supplying and placing in position					

of sliding tile base modular Workstation as per photograph/drawing. Free standing partition height 1200mm and should be minimum of 65-67mm thick. Partition inner frame is 1.1-1.2 mm thick mild steel. Horizontal and vertical trims are made out of extruded aluminum of 1.mm thick. All Panels/trims shall be powder coated with 50 microns. Aluminum trims are elegantly fixed with special fixtures in the partition. The frame work shall be fitted with 9mm thick pre-laminated Particle tiles of approved shade. Partition shall have provision for pin up board with fabric/ white marker/ laminated of approved shade. Partition framework shall have adequate provisions for the movement of electric data cables at desired 2 levels; one at skirting and another above / below the table top. The complete partitioning work shall be carried out as per the approved drawing. Tabletop for workstation made up of 25mm thick pre-laminated Particle board of approved shade. The worktop shall be supported on minimum 2mm thick powder coated CRCA brackets and side panels. Side#s panels should be made from 18mm thick pre-laminated Particle board of approved shade. All working or non-working edges shall be provided with machine pressed 2mm thick PVC edging using special hot melt glue at hot temperature. Provision of one PVC keyboard tray and Metal CPU trolley with lockable castors for each seating. Also, a provision of Mobile Pedestal Unit (size: - L-400mm x D-450mm x H-600mm) with a combination of 2 drawer & one filing drawer. The pedestal storage unit shall be made of 18 mm thick prelaminated Particle board with provision of handles & central Locking arrangement. The product should be from the manufacture which have

Item : 3 - Furniture
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *

FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

400	Dimension:1650mm(L)X600mm(D)X1200mm(H)	2	NUM	77,000.00	154,000.00	
16	Supplying and placing in position					

of 360 degrees Revolving Medium Back chair of size: - (W)660mm X (D)510mm X (H)1060mm as per image. The backrest is fitted with taut breathable mesh for optimal support with an adjustable lower back support. The seat cushion stays firm on the sleek chrome base with sturdy nylon castors. Upholstered in soft black fabric the seat cushions comfort. Powered by a pneumatic gas lift and tilt tension control the chair offers superb ergonomic support for your body. Mechanism: Tilt Tension Control, Adjustable Armrest. The pneumatic height adjustment shall have adjustment stroke of 100 mm and shall be operated at 30kgs extension force. The Seat are made up of 12mm thick hot-pressed plywood upholstered with PVC with polyurethane foam, chair seat has foam of density 32-35 kg/m3. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

420	Workstation Chair	2	NUM	15,300.00	30,600.00	
17	Medium height Storage for Cabin's					
440	Supplying, and placing in position					

of Medium height storage @1200mm height as per photograph/drawing. The storage unit having Openable shutters with shelf in it. The modular storage unit top shall be made from 18 mm thick pre-laminated particle board and rest of the sides as well as shelves and shutter to be made up of 18 mm thick pre-laminated particle board while back to be made of 8 mm thick pre-laminated particle board. All edges to be provided with 2 mm thick PVC lipping. The storage unit having openable shutters with D shape handles & locking arrangement. The product should be from the manufacture which have FSC Certification, BIFMA Compliance Certification, GREENGUARD/Green Pro Compliance Certification, Sedex Certification, AIOTA Certification and from the approved make of Durian, Godrej, HNI. The product should be as per above given specification under the guidance of project architect & Engineer in charge.

450	Dimension: 3250mm(L)X450mm(D)x1200mm(H)	1	NUM	85,500.00	85,500.00	
460	Dimension: 3400mm(L)X450mm(D)x1200mm(H)	1	NUM	89,500.00	89,500.00	

Work Order Item 00003 Basic Item Value : INR 2,571,400.00
(RUPEE TWO MILLION FIVE HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED ONLY)
Total Tax = 462,852.00
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 3,034,252.00

Item : 4 - LAN Networking
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
10	Data & Telephone Network					
A1	Supply, Installation, testing	32	NUM	680.00	21,760.00	

and commissioning of Cat6A Tool less Information outlet for Data & Voice. Cat6A U/UTP built in crimping

Item : 4 - LAN Networking
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	mechanism with capability of retermination without refreshing the wires. LCS2 Toolless RJ45 Information outlet with insertion cycle (in & out) should be 2500 times (I/O) along with front side Label holder and transparent shutter. The Information Outlet connector shall be of gold/nickel, thickness of gold > 0.8 #m. The connectors shall be compatible as per IEEE 802.3af standard for POE application. Make-Siemon/Panduit/Legrand.					
A2	SITC of Double port Face Plate :	6	NUM	110.00	660.00	
	Polycarbonate Hi-Grade Plastic FR Grade & UV Resistant 850-degree C/ Glow Wire Test. The face plate should be compatible for Cat5e, Cat6 range of RJ45 and AV connectors. The face plate Size should be of minimum 86x86mm Make-Siemon/Panduit/Legrand.					
A3	SITC of Quard port Face Plate :	10	NUM	125.00	1,250.00	
	Polycarbonate Hi-Grade Plastic FR Grade & UV Resistant 850-degree C/ Glow Wire Test. The face plate should be compatible for Cat5e, Cat6 range of RJ45 and AV connectors. The face plate Size should be of minimum 86x86mm Make-Siemon/Panduit/Legrand.					
A4	Supply, Installation, testing	2	NUM	14,500.00	29,000.00	
	and commissioning of 24 port Cat 6A 19" Modular Toolless Patch Panel (loaded) enable all possible combinations of the various types of cable. mounted on the same panel by using various toolless connector blocks/modules. Have a metal structure enabling them to be durably fixed to the uprights of the 19# chassis and assuring automatic grounding between toolless RJ-45 connectors, the panel, and the 19# uprights of the enclosure. Include rear cable support with plastic cable guides to hold cable without need for cable ties. Include quick mounting system to mount the panel into the 19# rails without use of cage-nuts. Front Removal IO's option for maintenance and troubleshooting with 6 Different Colours Labels for Labelling & Identification of Individual Ports. Tested and guaranteed under dual circuit IEEE PoE+ up to 50W for up to 2500 on-load connections / disconnections. Make-Siemon/Panduit/Legrand.					
A5	Supply and drawing of UTP 4 pair	500	M	80.00	40,000.00	
	23 AWG CAT 6A LSZH Cable in the existing surface/ recessed steel/ PVC conduit as required conforming to the following standards like ANSI/TIA 568 C.2, IEC 60332-1, IEC 60754-1. Cable Dia 8.0 mm with beneding radius -4 X Cable Diameter Operates at frequency of 500 Mhz. Make-Siemon/Panduit/Legrand.					
A6	Supply, Installation, testing	32	NUM	345.00	11,040.00	
	and commissioning of CAT6A UTP 24 AWG Patch Cord - 1 mtr with cross separator, Manufactured from stranded wires for longer flex-life, Minimum length of 1m, and maximum length of 5m Conforming to the following standards like EN 50173, ISO/IEC 60603-7 & 11801/IEC 60332-1, UL VW-1 Make-Siemon/Panduit/Legrand.					
A7	Supply, Installation, testing	32	NUM	395.00	12,640.00	
	and commissioning of CAT6A UTP 24 AWG Patch Cord - 2 mtr with cross separator, Manufactured from stranded wires for longer flex-life, Minimum length of 1m, and maximum length of 5m Conforming to the following standards like EN 50173, ISO/IEC 60603-7 & 11801/IEC 60332-1, UL VW-1 Make-Siemon/Panduit/Legrand.					
A8	Supplying, Installation, Testing	2	NUM	189,000.00	378,000.00	
	& Commissioning of 24 port 10/100/1000BASE-T#PoE+ ports and four GbE/10GbE SFP/SFP+ uplink ports layer3#and layer 2 from day1 having static & RIP, should support at least 8 switches stack, should support redundant power supply and fan, 3 Year OEM on site NBD warranty. Please refer tender for detailed Tech Specifications. Make: Juniper/Cisco/Extreme.					
A9	Supplying & Fixing of Fiber	1	NUM	10,000.00	10,000.00	
	Optic LC style fully loaded Patch Panel (FOPP), 19" Rack Mount, shall have all accessories including coupler plates pre-loaded with 24 Nos of LC couplers (OM3) with all accessories complete in all respect. Pigtails Should Complie to ITU-G657.B-Bend insestive fiber. Make-Siemon/Panduit/Legrand.					
A10	Supplying & Fixing of Fiber	2	NUM	3,000.00	6,000.00	
	Optic Patch Cable (LC-LC), 3 Mtrs. Long, ISO/IEC-11801-OM3 50# Duplex, LSZH, all patch cords shall conform to EIA/TIA-568C.3 and ISO/IEC-11801, shall be Duplex Multi Mode Fiber Optic Patch Cords OM3					

Item : 4 - LAN Networking
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	50#, shall support network line speeds up to 10 Gbps. Shall have LC-LC Connector connectors at the ends complete in all respect. Make-Siemon/Panduit/Legrand.					
A11	Supply & Fixing of OM3 50/125#	12	NUM	400.00	4,800.00	
	Type Pigtails of ISO/IEC-11801-OM3 Pigtails with LC Type Connectors, pigtails for terminating fibers on the FOPP complete in all respect. Make-Siemon/Panduit/Legrand.					
A12	Supplying, Installation, Testing	100	ZRM	150.00	15,000.00	
	& Commissioning of 50#, 6-core Multi mode OM3 metallic armored Fiber cable as per ISO/IEC-11801, Shall be able to meet Gigabit & 10 Gigabit Ethernet performance up to 300 meters requirement specified by IEEE 802.3z (1000 Base-X) & IEEE 802.3ae (10G Base-X) Tensile load should be 4000 Newton or higher and crush resistance should be 4000 Newton or higher ,The attenuation @ 850 nm should be # 2.7 (Max) db/Km and @ 1300 nm should be # 0.7 (Max) dB/Km, the fiber construction can be unitube or multitube, but tensile and crush resistance parameters should be matched, the jacket shall be FRLSZH complete in all respect. Make-Siemon/Panduit/Legrand.					
A13	Enclosure: 24 U Floor Standing Rack	1	NUM	37,000.00	37,000.00	
	& Modular Construction of the rack made of 4 vertical, 4 horizontal & 4 depth aluminum/MS bolted and joined together with Links and Corner Block. Enough support channel to equate the load evenly and castor provision at bottom side, Degree of Protection: The unit should have a minimum of IP 20, Compliance with standards: UL, IEC, Earthing: All cabinet components (doors, side panels, top panels, 19# rails, pdu brackets) shall be grounded directly to the frame using Dual Copper plated earth stud of suitable rating on main Metal parts for better electrical continuity, Weight Capacity: Load Capacity of minimum 1200 Kg, Coating: Powder coated black with fine texture # 60 to 80 uM, Corrosion Resistance: Salt spray test resist up to 500 Hrs, Top and Bottom: Top cover consist of Fire Retardant Brushes and Fire retardant ABS plastic / MS# frame for cable and fiber entry to rack from fiber runner and copper cable pathway system. This consists of Brush with 2 line of brush system UL Certified Fire-Retardant Brushes and Fire-retardant ABS plastic / MS frame, Mounting Angle: 19"Upright adjustable in depth, equipment mounting angles with square slots to accommodate M6 cage nuts, powder coated texture finish.# It contains U printing pattern which can be read from down to up and vice versa, Mounting Angle: 19"Upright adjustable in depth, equipment mounting angles with square slots to accommodate M6 cage nuts, powder coated texture finish. It contains U printing pattern which can be read from down to up and vice versa, Castor: Set of 4 castors with levelling feet, 2 brakes on front side and 2 without brakes, Mounting Hardware Packets with set of M 6 screw, Cage Nuts and Washer set of 10 or 20, Network Rack: 24U 800W x 1200D (Height x Width x Depth) ,Single Honeycomb/ Perforated door (Front Side), Double Honeycomb/ Perforated door (Rear Side), Zero U tool-less mounting PDU. 2 no PDU, 230 V AC-2 no. for each PDU, 18 no of 6 AMP socket (c13 type);6 no of 16Amp socket (c19 type) with 2 no of MCB 16/32 Amp. PDU of standard make like APC, Schnider, 4 no of cooling fan. Make: APW/Wellrack/Rittle.					

Work Order Item 00004 Basic Item Value : INR 567,150.00
(RUPEE FIVE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED FIFTY ONLY)
Total Tax = 102,087.00
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 669,237.00

Item : 5 - Fire Alarm System & PA
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
1	Supplying, installation, testing					
	and commissioning of microprocessor based intelligent addressable main fire alarm panel, central processing unit					

Item : 5 - Fire Alarm System & PA
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
with the following loop modules and capable of supporting not less than 240 devices (including detectors) and minimum 120 detectors per loop and loop length up to 2 km, network communication card, minimum 320 character graphics/ LCD display with touch screen or other keypad and minimum 4000 events history log in the nonvolatile memory (EPROM), power supply unit (230 ± 5% V, 50 hz), 48 hrs back-up with 24 volt sealed maintenance free batteries with automatic charger. The panel shall have facility to connect printer to printout log and facility to have seamless integration with analog/digital voice evacuation system (which is part of the schedule of work under SH: PA System) and shall be complete with all accessories. The panel shall be compatible for IBMS system with open protocol BACnet/ Modbus over IP complete as per specifications.						
1.1	2loop	1	SET	230,000.00	230,000.00	**Y#**
2	Supplying, installation, testing	8	NUM	2,400.00	19,200.00	
& commissioning of intelligent analog addressable Photothermal/Multicriteria Detector detector complete with mounting base complete as required.						
3	Supplying, installation, testing	1	NUM	3,700.00	3,700.00	
& commissioning of addressable manual call point complete as required.						
4	Supplying, installation, testing	1	NUM	5,100.00	5,100.00	
& commissioning of addressable horn cum strobe complete as required.						
5	Supplying, installation, testing	1	NUM	3,600.00	3,600.00	
& commissioning of addressable fire control module complete as required. (For AHU, Ventilation and pressurization fans)						
6	Supplying, installation, testing	1	NUM	3,600.00	3,600.00	
& commissioning of addressable fire Control/Monitor module complete as required.						
7	Supplying, installation, testing	5	NUM	250.00	1,250.00	
& commissioning of response indicator on surface/recessed MS Box having two LED, metallic cover complete with all connections etc as required.						
8	Supplying and installation of photo	2	NUM	3,200.00	6,400.00	
luminescent safety signage made up of LED based exit signage with 90 min. battery backup as per NBC including arrangement for fixing on wall / ceiling etc. complete as required (single sided) (size 150 mm x 300 mm) Exit Sign and Internal Hydrant illuminated Sign.						
9	PUBLIC ADDRESS SYSTEM					
9.1	Supplying, installation, testing	3	NUM	1,100.00	3,300.00	
& commissioning of 1.5/3/6W ceiling speaker complete as required.						
9.2	2 x 1.5 sq.mm	200	M	65.00	13,000.00	
9.3	Supplying and fixing 25 mm	20	M	40.00	800.00	
dia MS flexible pipe with PVC coating along with all ancillaries and accessories like coupler etc. as required.						

Work Order Item 00005 Basic Item Value : INR 289,950.00
(RUPEE TWO HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED FIFTY ONLY)
Total Tax = 52,191.00
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 342,141.00

Item : 6 - AV System in Meeting Room
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR

Item : 6 - AV System in Meeting Room
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
						*
A	Audio Visual System in Meeting Room					
1	Supply, Installation, Testing	1	EA	525,000.00	525,000.00	
& Commissioning of 85'' diagonal, 20 pt IR touch, UHD, wide color gamut panel, LED backlight, 24x7 reliability, metal bezel, landscape and portrait, wide array of inputs, OPS slot, 700 nit brightness, speakers, RS232 and LAN control Single Touch Mark key included.Make-Planar/Onfinity/NEC.						
2	Supply, Installation, testing	4	EA	26,000.00	104,000.00	**Y#**
and commissioning of two-way, thin edge ceiling speaker with back can, built in cone driver, Line Transformer Tapping's: 60watt - 30watt, Sensitivity: 86dB, Sound Pressure: 106dB, Dispersion Conical: 145° or more, Frequency Response: 90 Hz - 20 kHz, Frequency range: 65 Hz - 20 kHz etc. complete required as per specifications. Approved Make: OSL/OHM/ British Acoustics/ Lacoustics.						
3	Supply, Installation, testing	1	EA	86,250.00	86,250.00	
and commissioning of digital power amplifier, class-D, RMS power: 2 X 120watt, Frequency Response: 50 Hz - 22 kHz, Signal / Noise: > 100 dB, THD+ N: < 0.3%, Crosstalk: < 80 dB, Power Supply: Switching mode, Common mode rejection ratio: 70dB, Protection: DC Short circuit; Overheating; Over load; Signal limiting, built in temperature-controlled fan etc. complete required as per specifications. Approved Make: OSL/OHM/ British Acoustics/ LAcoustics.						
4	Supply of Digital 2 in 6 out	1	EA	179,000.00	179,000.00	
Installation Controller. Spyder Software DSP control via USB. 10-PEQ, peak limiting, 2 sec delay, matrix and crossover Approved Make: OHM/ British Acoustics/ OSL/ LAcoustics/ D&B.						
5	Supplying, Installation, Testing	1	EA	175,000.00	175,000.00	
and commissioning of Touch Panel Control System should be equipped with at least 8 bidirectional RS-232 serial ports (Internal/external module acceptable), at least 8 IR/Serial ports, at least 4or more Digital I/O ports, at least 4 or more low voltage relays for controlling room functions, at least 1 Ethernet monitoring and control port, Memory: 512MB SDRAM, 4 GB Flash or more etc.as required.						
6	Supply, Installation, testing	1	EA	85,000.00	85,000.00	
and commissioning of 10.1 in. Room Scheduling Touch Screen TFT active matrix color LCD, Aspect Ratio 16:10 WXGA, Resolution 1280 x 800 pixels, Brightness 400 nits (cd/m²) ,Contrast 950:1,Ethernet 100 Mbps, auto switching, auto negotiating, auto discovery, full/half duplex, TCP/IP, client, IEEE 802.3at compliant USB 2.0 host for light bar or hallway sign1,5,Bluetooth.						
7	Supply, Installation, testing	2	EA	15,000.00	30,000.00	
and commissioning of Cable Manager with 1 no. multi region AC Power socket, 1x USB power, Black anodized / brushed aluminium finish, Tilt up lid with pass through holes for 1 HDMI, 1 VGA with audio, 1x LAN complete etc. as required. Make-Crestron/Satellier/RG Spectrum.						
8	Supply lnstatlation Testing	1	EA	185,000.00	185,000.00	
& Commissioning of 4 x 4 HDMI Matrix Switcher with HDCP Compliant, HDMI and HDCP as per technical specification. Input and Output: supporting 8 signal input and 8 signal outputs simultaneously. Make-Crestron/Satellier/RG Spectrum.						
9	Supply and Laying of 2.5 Metres	4	EA	2,500.00	10,000.00	
HDMI patch cord with connectors in existing conduit i/c testing etc. as required. Make-Crestron/Satellier/RG Spectrum.						
10	Supply and Laying of 1.5 Metres	5	EA	3,000.00	15,000.00	
HDMI patch cord with connectors in existing conduit i/c testing etc. as required. Make-Crestron/Satellier/RG Spectrum.						
11	Supply and Laying of 16 AWG	50	M	100.00	5,000.00	
2 core speaker cable with connectors in existing conduit i/c testing etc. as required.						

Item : 6 - AV System in Meeting Room
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
Make-Kramer/Polycab/Beldon.						
12	Supply and Laying of 24 AWG	50	M	110.00	5,500.00	
or better shielded CAT 6 cable with suitable connectors in existing conduit i/c testing etc. as required. Make-Panduit/Legrand/Corning.						
13	S/F of network rack of size 19"having	1	EA	33,000.00	33,000.00	
24U for supporting equipment's pertaining to sound system with front/rear lockable doors i/c providing caster wheels and all other accessories for easy storation and movement etc. complete as required. Make-VALRACK/APW/RITTAL.						

Work Order Item 00006 Basic Item Value : INR 1,437,750.00
(RUPEE ONE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY ONLY)
Total Tax = 258,795.00
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 1,696,545.00

Item : 7 - Control Room Interior
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
A	Control Room Interior					
1	SUPPY AND FIXING of Modular Rigid	71.910	M2	36,000.00	2,588,760.00	

PVC Metal Panelling
1) Factory made removable type self inter lockable metal panels with front sheet of Preformed Textured Hot dip galvanized sheet with rigid polyvinylchloride (PVC) film on one side and on the other side a coating to avoid rust (sheet thickness 0.6mm & PVC Coating at least 0.11mm). The back cover of the panel shall be made up of 0.6mm thick CRCA/GI sheet of approved colour. The panelling design shall comprise of specially designed combination of perforated and non-perforated panels through CNC laser Cutting, bending & punching. Panels shall be designed to achieve shape and design as per the design consultant and shall be fixed using GI/CRCA hook fitting on structure. Overall system thickness for panelling shall be 60mm to 90mm and for partition shall be 70mm to 120mm.
2) Tiles Perforation # To achieve acoustics without deteriorating the aesthetical appeal of the control room it is necessary that the wall panelling shall have micro-perforations (less than 1.6mm diameter each) all over the surface with a density of 5000 holes per square feet. UL audit certified design feature on modular wall panelling tile having clean perforations and providing smooth finish on front fascia of tiles. The tile shall have 5000 holes per square feet on front side of the tile. Valid UL audit certificate to be submitted along with the technical bid.
3) The modular metal panelling shall comply to the lead-free directive to ensure restriction of hazardous substances so that the final product does not contaminate the environment. The final product i.e., modular metal panelling does not contain hazardous substances and we give a healthy life to our coming generations it is necessary that the modular metal panelling system shall be RoHS certified/tested (from UL / Intertek). Valid certificate/test report to be submitted along with the technical bid.
4) From fire safety point of view the metal wall panelling tiles shall be class A fire rated as per the norms of comparative measurements of surface flame spread and smoke density measurements with that of select grade red oak and fibre-cement board surfaces under the specific fire exposure conditions. The proposed wall panelling tiles shall be Class A certified/tested as per ASTM e84 (from UL/Intertek) for surface spread of flame and smoke generation. This is mandatory to ensure that the materials used in the interiors do not provoke fire. Valid certificate/test report to be submitted along with the technical bid.

Item : 7 - Control Room Interior
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *

5) Seismic safety of user & control room equipment is a prime concern area. The metal panelling shall sustain the seismic vibrations as per design spectrum IS 1893 for zone 4 or better vibrations. The test shall be carried out by authorized government agency. Test Report to be submitted along with the technical bid.
6) The wall panelling shall be robust & strong enough to sustain the routine loads/minor impacts of typical control room environment. The wall panelling/partition structure shall have UL Audit certified feature of Load bearing capacity of 300 Kgs to hold any display unit on clamp having minimum length of 750mm. Valid UL audit certificate to be submitted along with the technical bid.
7) As control room is a mission critical area and in an unlikely case of damage to the existing wall panelling tiles the same shall be replaceable within 20 seconds and thereby preventing loss of time of operators and ongoing operations. UL Audit certified feature of Modular wall panelling tile having secure locking arrangement for equidistant mounting. Locking arrangement enables easy replacement without using any tool within 20 seconds. The feature shall provide easy flexibility of locking all tiles in one column through gravity. Valid UL audit certificate to be submitted along with the technical bid.
8) Structure shall be made from modular, heavy-duty powder coated CRCA frame (minimum sheet thickness 1mm) and shall allow uninterrupted flow of wires/cable/tubes of maximum diameter 25mm.

2	SUPPY AND FIXING of Printed Metal	2.420	M2	63,000.00	152,460.00	

Panelling
1) The printed panelling shall have the same technical specifications as that of modular rigid PVC metal panelling (Wall Finishing - Sr No. 1 modular rigid PVC metal panelling). However, in addition to it, the front tile shall be digitally printed. Graphics shall be approved by the Customer.
2) Digital printing shall be done on modular metal Panelling. Pasting stickers/flex/vinyl on metal tile shall be deemed unacceptable.
3) The structure shall be made from a modular, heavy-duty powder-coated CRCA frame (minimum sheet thickness 1mm) and shall allow an uninterrupted flow of wires/cable/tubes of maximum diameter 25mm.
4) The structure shall be securely connected from wall, roof and floor. It shall be made up of a minimum of 1mm thick vertical slotted rolled C sections (Upright) and horizontal rolled #C# connectors. Grid of the desired dimension shall be formed by Vertical and horizontal sections having 20 to 50mm pitch.
5) For Structure: - Powder coated CRCA steel sheet. (Sheet thickness minimum 1.0mm with powder coating).

3	SUPPY AND FIXING of Designer Metal	19.420	M2	48,000.00	932,160.00	

Paneling with Designer Triangular tiles and integrated light
All the properties shall be like straight metal paneling and it shall have Designer Triangular tiles and integrated light.

4	SUPPY AND FIXING of Modular	5.570	M2	47,000.00	261,790.00	

metal acoustic batten paneling
Modular acoustic metal batten paneling of extruded aluminum with #T-groove for click-on system#. Extruded Aluminum must be finished with PVC free material and Textured wooden finish shall be provided. Sublimation/Heat transfer method shall not be used to achieve better scratch resistance.
Die casted click on joinery shall be used with spring system for fixing to be used for improved rigidity. The structure system shall have grooves to insert polyethylene terephthalate acoustic board.
The paneling shall have superior acoustics and shall adhere to the highest health and safety standards. Same system can be installed on curvilinear wall as per the design requirements.

5	SUPPY AND FIXINGof Designer	32.050	M2	93,000.00	2,980,650.00	

cladding made up of Alumina Tri-Hydrate and integrated light
The material must be fire retardant, Insulated, Water Proof, Scratch resistance and high hardness. Thickness of the cladding shall be minimum 6mm thick material. This is to give a grand look to the cladding. The structure shall be modular to ensure easy maintenance and replacement.

6	SUPPY AND FIXINGof Curve/Bend	28.060	M2	81,000.00	2,272,860.00	

Modular Rigid PVC Metal Partition
The material of construction and technical specification shall remain the same as per modular rigid PVC metal paneling (Wall Finishing - Sr No. 1 modular rigid PVC metal paneling) however, the shape shall be a perfect

Item : 7 - Control Room Interior
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *

curve to provide more space for mounting of the LED. Paneling's curve shall be achieved by curved tiles only. Curvilinear arrangement using straight tiles shall be deemed unacceptable, however in partition the cladding shall be done on both side of the section/grid work. Factory made removable type self inter lockable metal panels with front sheet of Preformed Textured Hot dip galvanized sheet with rigid polyvinylchloride (PVC) film on one side and on the other side a coating to avoid rust (sheet thickness 0.6mm & PVC Coating at least 0.11mm). The back cover of the panel shall be made up of 0.6mm thick CRCA/GI sheet of approved colour. The paneling design shall comprise of specially designed combination of perforated and non-perforated panels through CNC laser Cutting, bending & punching. Panels shall be designed to achieve shape and design as per the design consultant and shall be fixed using GI/CRCA hook fitting on structure. Overall system thickness for paneling shall be 60mm to 90mm and for partition shall be 70mm to 120mm.

7	SUPPY AND FIXINGof Modular	27.600	M2	66,000.00	1,821,600.00	

Rigid PVC Metal Partition
The material of construction and technical specification shall remain the same as per modular rigid PVC metal paneling (Wall Finishing - Sr No. 1 modular rigid PVC metal paneling) however, in partition the cladding shall be done on both side of the section/grid work. Factory made removable type self inter lockable metal panels with front sheet of Preformed Textured Hot dip galvanized sheet with rigid polyvinylchloride (PVC) film on one side and on the other side a coating to avoid rust (sheet thickness 0.6mm & PVC Coating at least 0.11mm). The back cover of the panel shall be made up of 0.6mm thick CRCA/GI sheet of approved colour. The paneling design shall comprise of specially designed combination of perforated and non-perforated panels through CNC laser Cutting, bending & punching. Panels shall be designed to achieve shape and design as per the design consultant and shall be fixed using GI/CRCA hook fitting on structure. Overall system thickness for paneling shall be 60mm to 90mm and for partition shall be 70mm to 120mm.

B	Non Fire Rated (Glass Partition & Doors)					
1	SUPPY AND FIXING of 10mm Toughened	16.900	M2	192,000.00	3,244,800.00	

Switchable Glass Partition Material with Switchable Smart functionality:
Switchable glass is an electrical component and shall be covered in the electrical layout including the provision of fused spurs, switches, cable management and electrical connection boxes. Including full glass partitions of minimum 10 mm thick clear toughened glass, structural support system for top and bottom including holding system from RCC slab above false ceiling, including runner hung anchor fastener to fix it. Rubber interlinear & gaskets to fix bottom into SS "U" channel in floor. silicon sealant to filled gap.

2	SUPPY AND FIXING of Automatic	2	NUM	304,000.00	608,000.00	

Door covered with Preformed Textured RIGID PVC Coated GI sheet: - Door Size: 1000mm X 2400mm
With door hinges and locking arrangements and both way handle. Prepare with rigid thermo fused film metal panels. Specification: 0.6mm thick Metal panel sheets, internal cavity filled with adequate quantity of honeycomb. Material of the partition and that of metal door will remain the same. Material of the partition and that of metal door will remain the same. The door thickness shall be minimum 45mm and frame thickness shall be minimum 115mm.

3	SUPPY AND FIXING of Designer Metal Door	2	NUM	74,400.00	148,800.00	

covered with Preformed Textured RIGID PVC Coated GI sheet: - Door Size: 1000mm X 2400mm
With door hinges and locking arrangements and both way handle. Prepare with rigid thermo fused film metal panels. Specification: 0.6mm thick Metal panel sheets, internal cavity filled with adequate quantity of honeycomb. Material of the partition and that of metal door will remain the same. Material of the partition and that of metal door will remain the same. The door thickness shall be minimum 45mm and frame thickness shall be minimum 115mm.

4	SUPPY AND FIXING of Designer membrane	65.400	NUM	40,000.00	2,616,000.00	

ceiling
1) The ceiling shall be supplied with demountable translucent stretch ceiling membrane with harpoon, corners

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ready to install. It shall not get discoloured & sag. All joints shall be provided with appropriate interface trims to be able to demount the ceiling to access the lights. The ceiling shall be installed using ceiling aluminium suspension system, complete as per manufacturer#s installation guidelines and as per approved shop drawings in line with the design intent and approval by Architect/Engineer In-charge approval. LED strips shall be installed using custom aluminium extrusions to ensure longevity of the installation. The ceiling shall have following features and properties: -
2) Simple and maintenance friendly: Installed in a few hours and finished product shall not require any taping, spackling, or painting, and shall be easily cleanable.
3) Durable: The systems shall resist shocks and shall not crack with movement or under stretch conditions.
4) Safe: The membranes and profiles shall have passed the stringent fire and safety tests.
5) The membrane shall have been classified as non-toxic upon burning. The Flexible membrane shall be b-s1-d0 / ASTM E-84 class A tested/certified.
6) Green: Membranes shall be 100% recyclable.
7) There shall not be any welding defect on Membranes for years to come on the perimeter edging or in the seams.

5	SUPPY AND FIXING of Modular metal	18.020	NUM	36,800.00	663,136.00	

acoustic batten ceiling
Modular acoustic metal batten ceiling of 1#x1# made up of extruded aluminium with #click-on system#. Textured wooden finish shall be provided. Sublimation/Heat transfer method shall not be used for better scratch resistance. Click on joinery shall be used for fixing to be used for improved rigidity. The structure system shall have grooves to insert polyethylene terephthalate acoustic board. The ceiling shall have superior acoustics and shall adhere to the highest health and safety standards.

6	Suply and fixing of Designer metal	22.200	NUM	11,500.00	255,300.00	

ceiling of powder coated tiles
1) Designer metal ceiling made up of perforated and non-perforated CRCA powder coated tiles
2) The proposed ceiling metal tiles shall be Class A certified/tested as per ASTM e84 (from UL / Intertek) for surface spread of flame and smoke generation. This is mandatory to ensure that the materials used in the interiors do not provoke fire. The necessary certificate / test report to be submitted along with the technical bid.
3) The ceiling shall have a noise absorption coefficient (NRC) value of 0.60 according to IS:8225-1987, ISO: 354-1985 and ASTM 423-90. The necessary certificate / test report to be submitted along with the technical bid.
4) To ensure restriction of hazardous substances; so that the final product does not contaminate the environment and we give a healthy life to our coming generations it is necessary that the modular metal ceiling system shall be RoHS certified / tested (from UL / Intertek). The necessary certificate / test report to be submitted along with the technical bid.
5) Designer metal ceiling shall be green guard gold certified/tested from UL / Intertek. The necessary certificate / test report to be submitted along with technical bid.
6) The structure shall be made from a heavy-duty powder-coated CRCA steel sheet (minimum sheet thickness 0.8 to 1.6mm). It shall be securely grouted from the roof with help of an anchor fastener and GI self-threaded rods.

7	SUPPY AND FIXING of Calcium	106.180	M2	2,400.00	254,832.00	

Silicate Board Ceiling
Plain Calcium Silicate Acoustic Boards for false ceiling with 08mm Approximately thick, Structure for underside of suspended grid formed of GI perimeter channels. Wood screws and metal expansion raw plugs for fixing with wall. Plastic emulsion paint of approved make and shade for finishing surface of Calcium Silicate Boards. Specification: Calcium Silicate Board is manufactured from a mixture of Portland cement, fine silica, special cellulose fibers and selected fillers to impart durability, toughness, fire and moisture resistance.

C	Static Lights					

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1) The baffles shall be made up of CRCA powder coated sheet. These baffle planks shall be bent through CNC to have dimensions as 80X50mm or as per the design approval or as per EIC approval.
2) Centre to Centre distance shall be minimum 150mm.
3) To ensure restriction of hazardous substances; so that the final product does not contaminate the environment and we give a healthy life to our coming generations it is necessary that the metal ceiling system shall be RoHS certified/tested (from UL / Intertek).
4) It is well known that metal is resistant to fire as compared to wood & fabric. However, from fire and safety point of view, to ensure that the used material is not subjected to any kind of surface treatment which provokes fire. The proposed ceiling tiles shall be class A certified/tested as per ASTM e84 (from UL / Intertek) for surface spread of flame and smoke generation. This is mandatory to ensure that the materials used in the interiors do not provoke fire.
5) Specifications (Finish and component details)
5.1) Ceiling Baffle tile: minimum 0.7mm thick CRCA powder coated sheet.
5.2) Carrier made of 0.60 mm CRCA steel sheet, powder coated to matching baffle colour or black as directed by the Customer. Ceiling to have arrangement to fix, hang and lock the baffles of required sizes and at required intervals. the size of punched carrier would be 35x20x35mm bent channel with holes for suspension and fixing secondary channel.
5.3) The baffles top edge will have a flange of 5mm to fix in the carrier profile.
5.4) Mother C Channel: minimum 0.8mm thick CRCA steel Sheet with Laser cut profiles.
5.5) Suspension: The carriers would be placed at every 1200mm (maximum) and suspended by means of a secondary angle, channel fixed to the carrier at every 900 to 1200 mm and this secondary member in turn would be suspended by 8mm rod fixed to the slab by means of 8mm diameter, dash fastener.
5.6) Top Clamp: 1mm thick CRCA steel sheet for holding the threaded rod.
5.7 End Cap: minimum 0.75mm thick CRCA powder coated sheet. End cap similar to main ceiling baffle.
5.8) Entire structure will be in powder coated CRCA sheet.
5.9) Metal Strip where baffle planks will be hanged shall be sleek & sturdy.
5.10) Color: As per approval.
5.11) The ceiling shall have additional perforated sheet between adjacent baffles to conceal the above ceiling services (HVAC & firefighting services) and enhance the aesthetic appeal.

1	SUPPY AND FIXINGof Cove Light	229.180	M2	4,300.00	985,474.00	

for Designer Ceiling (Static)
It will be a continuous rail of LED light, high brightness, neutral, or warm white with wall washing applications. Its slim profile and simple daisy-chain system allows high design flexibility to form long.
1) Light source: LED
2) Lumen output: 500 lm/m
3) Lifetime: 15000 burning hrs. (At L70)
4) Power consumption: 3W/m to 5W/m
5) Operating Voltage Range (V) 100 # 300
6) Operating Frequency (Hz) 50 ± 3%
7) Colour: White

2	SUPPY AND FIXINGof False Flooring	73.020	M2	16,000.00	1,168,320.00	

1) Mandatory # Top Surface shall be acoustic laminate flooring. Height above the RCC floor # 450mm as per layout requirement.
2) The flooring shall be manufactured of fiber reinforced calcium sulphate panels having edges finished with PVC edge band and top surface shall be finished with durable & environment friendly acoustic laminate pasted with special glue. Tile size shall be 600mm X 600mm.
3) The Panel shall
3.1) Have density of 1600KgM3.
3.2) Fire resistance DIN EN 1366-6 2005-02.
3.3) Core material thickness shall be minimum 30mm.

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	4) The acoustic laminate shall be made up of twin-layer linoleum built up from 2mm Laminate. 5) This false floor panel shall rest on Edge support rigid grid system having Galvanized Iron base plate dimensions as 100mm X 100mm. The stringer shall be fixed on pedestal having height adjustment of ± 25mm.					
3	SUPPY AND FIXINGof False Flooring	135.360	M2	14,200.00	1,922,112.00	
	1) Mandatory # Top Surface shall be acoustic laminate flooring. Height above the RCC floor # 150mm as per layout requirement. 2) The flooring shall be manufactured of fiber reinforced calcium sulphate panels having edges finished with PVC edge band and top surface shall be finished with durable & environment friendly acoustic laminate pasted with special glue. Tile size shall be 600mm X 600mm. 3) The Panel shall 3.1) Have density of 1600KgM3. 3.2) Fire resistance DIN EN 1366-6 2005-02. 3.3) Core material thickness shall be minimum 30mm. 4) The acoustic laminate shall be made up of twin-layer linoleum built up from 2mm Laminate. 5) This false floor panel shall rest on Edge support rigid grid system having Galvanized Iron base plate dimensions as 100mm X 100mm. The stringer shall be fixed on pedestal having height adjustment of ± 25mm.					
4	SUPPY AND FIXINGof Designer Acoustic	25.360	NUM	14,600.00	370,256.00	
	Flooring To avoid distraction of operators because of unwanted noise generated from movement of chairs/people in the control room it is necessary that the proposed flooring shall damp such impact noises. Acoustic flooring (shall reduce impact sound by 14dB (ISO 717-2)). It shall be twin-layer linoleum built up from minimum 2mm acoustic laminate and a 2mm corkment backing. Flooring shall be decorative type of approved shade, pattern, texture and design and of approved manufacturer. Dimensions shall be as per the final approved design and site requirement. Flooring shall be laid over concrete floor with laying compound strictly as per manufacturer#s specification.					
D	Control Room Furniture					
	integrates in Baffle Ceiling (Static) It integrates a LED light source into a traditional fluorescent form factor. Its unique design creates a perfectly uniform visual appearance which cannot be distinguished from traditional fluorescent. For those that are looking for value for money within limited budget and re-lamping efforts for better light effect and lifetime. 1. Lumen Output - 2000 # 3000 2. Colour Temperature (K)- 3000 K / 4000K / 5700K / 6500K 3. LED#s life > 25,000 hrs @ L70 4. CRI > 70 5. Input Voltage Range (V) 150 - 270 6. LED Efficacy (lm/W) > 150 7. Power Consumption (W) 20W to 32W					
1	SUPPY AND FIXINGof New Modular					
	Control Desk 1 Structure: - 1.1 Made of heavy duty extruded vertical and horizontal aluminium profiles. The extrusions shall be duly powder coated with 40+ microns over all surfaces. All sheet metal parts shall be finished with a durable, black, electrostatic powder coating. 1.2 To allow future extension and expansion, a weld free system shall be proposed. Interconnecting joints shall not be visible. The structure shall be rigid enough to withstand BIFMA X5.5 tests. OEM shall have had BIFMA X5.5 certificate for at-least six years prior to April 1st, 2022. The structure shall allow easy assembly of hinged shutters, slat wall, gland plate, and monitor arms in extremely rigid manner. Valid certificate of BIFMA X5.5 from authorized agencies to be submitted along with technical bid. 1.3 The EPD (Environmental product declaration) of control room console shall be verified in accordance with					

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ISO 14025 (from UL/Intertek) for Impacts on Environment by control room console. Valid report/document from UL/Intertek to be submitted along with technical bid.
2. Table-top: - The material of the working surface shall be minimum 25 mm thick MDF with High Pressure laminate. The proposed console's life cycle should be assessed (from approved LCA consultant) for environmental impacts associated with all the stages of a product's life for cradle to grave analysis. Valid report/document from UL/Intertek to be submitted along with technical bid.
3. Slat Wall: - The floating slat wall shall be made up of 2mm thick aluminium alloy. The slat wall shall have provision to install acrylic sheet above it. This acrylic sheet shall bear laser engraved company logo on the upper left corner.
4. Modular removable PU nosing: In the control room the front edge of consoles is the component which comes in frequent contact of the operator. The soft polyurethane edge is an ergonomic requirement and is meant to prevent injury (accidental impact) to operator during emergency and it also reduces the contact stress. In case of damage to this edge the desk design shall permit quick & easy replacement within half an hour without taking any shutdowns or removal of the tabletops. Audit certified design feature of modular PU Edge: High density poly-urethane foam moulded on industrial grade aluminium core to form 50mm deep tapered edge to be installed on worktop. The edge shall be mechanically replaceable within 30 minutes, in case of damage or wear without opening or removing the worktop. Valid UL audit certificate to be submitted along with technical bid. Extruded PU edging/PVC T-beading shall be deemed unacceptable.
5. Monitor Arm: - The Console shall feature ergonomic display mounting arms. It shall enable quick & easy replacement of VESA mounts & arm extensions as per the ergonomic. UL audit certified design feature of monitor arm assembly shall have auto lock, push & remove feature for quick release of VESA mounts and modular arm extensions for ease in maintenance and fixing of monitor by one technician within 30 seconds without using any tools. Valid UL audit certificates shall be submitted along with technical bid.
6. Shutters: - The shutter tiles shall be made of minimum 1mm Thick MS sheet with Powder coated finish. The shutter tile shall be class A fire rated as per ASTM e84a valid certificate/report (from UL/Intertek) for surface burning characteristics to be submitted along with the technical bid.
7 Desktop Lift Mechanism: - Adjustable (Height) Desks (sit-and-stand with step-less automatic height adjustment). Desktop shall be provided with height adjustment feature with following specifications: -
7.1 Surface to Floor Distance Fixed 29.5# (750 mm).
7.2 Height Adjustable 29.5 to 43# (750 to 1100 mm) customizable.
7.3 Work surface shall be Adjustable with Electrical Drive.
7.4 Maximum thrust atleast 1200N per columns.
7.5 Speed is min 30 mm/s, height ranges from 29.5# to 43# (750mm to 1100mm).
8. Side Legs: - Extreme end side leg shall have sandwich construction with 6mm thick composite material of alumina tri-hydrate & acrylic resins on either side. The periphery shall be made up of brush finish SS-304 grade. The central portion of the side leg shall feature illuminated strip on the periphery. To ensure healthier air quality for the operators. Proposed console shall be Greenguard Gold certified. OEM shall have this certificate for at-least four years prior to April 1st, 2022. Valid certificate from UL/Intertek to be submitted along with technical bid.
9 The proposed control desk shall be ANSI/BIFMA e3-2019 certified/tested at least for level 3 from UL/Intertek as per Furniture Sustainability Standard to identify the sustainability level of the furniture with respect to the environmental, health & wellness, and social impacts applicable to product(s). Valid certificate to be submitted along with the technical bid.
10. Cable Trays and Wiring: - The desks shall be designed with vertical and horizontal cable trays to allow for continuous cable management between the cabinets. Wire shall be routed into the cabinet through side leg. Proposed console shall be RoHS Certified/tested from UL/Intertek and the valid certificate/ test report shall be submitted along with technical bid.

1.1	Provision for 06 Monitors (Side by Side)	1	M2	475,000.00	475,000.00	

, 03 CPU and 03 Operators with Dektop Lift Mechanism
CPU Size Considered: 400mm (H) x 200mm (W) x 400mm (D)
Console Dimension: 750mm (H) x 4500mm (W) x 900mm (D)

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1.2	Provision for 02 Monitors	6	M2	197,700.00	1,186,200.00	

(one above the other), 01 CPU and 01 Operators with Fixed Height
CPU Size Considered: 400mm (H) x 200mm (W) x 400mm (D)
Console Dimension: 750mm (H) x 900mm (W) x 900mm (D)

Work Order Item 00007 Basic Item Value : INR 24,908,510.00
(RUPEE TWENTY-FOUR MILLION NINE HUNDRED EIGHT THOUSAND FIVE HUNDRED TEN ONLY)
Total Tax = 4,483,531.80
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 29,392,041.80

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
A	INDOOR EQUIPMENT					
A1	AHU's AND THEIR CONTROLS					
A1.1	Double Skin Ceiling Mounted AHU					
A1.2	Supply, installation, testing					

and commissioning of factory fabricated Double Skinned Chilled Water Air- handling unit ceiling suspended type fabricated out of extruded aluminium section with 0.6mm pre-plasticized / pre-coated Galvanised steel sheet outside & 0.6 mm plain Galvanised steel sheet inside with blower, blower section and blower motor TEFC type suitable for operation on 415 volts ± 10%, 50 Hz ± 5% AC supply, 4 Row cooling coil made of Aluminium finned Copper tube with coil section, pre-filter section with non-woven synthetic media of 10 micron particle size with an efficiency of 90%, polished stainless steel drain pan made out of 22 G sheet duly insulated complete with motor, direct / belt drive as mentioned below etc. without face and bypass dampers. All direct driven fan motor shall be sourced from fan manufacturer & factory fitted only. The AHU panels shall be insulated with 23mm thick & 36 Kg/m³ density PU foam & shall have thermal break.
The motor & blower assembly shall be mounted on Aluminium extruded section only. The complete AHU shall conform to standard specification. The face velocity across cooling coil shall be limited to 152 MPM maxm. The capacity of Air-handlers shall be as follows:

A1.3	2500 CFM, 8.5 TR, 45 mm static pressure	1	NUM	92,500.00	92,500.00	

30 mm static pressure, ceiling suspended air handling unit.

A1.4	3200 CFM, 9.5 TR, 45 mm static pressure	1	NUM	150,040.00	150,040.00	**Y#**

with Hydrophilic Coating, 40 mm static pressure, treated fresh air handling unit.

A2	Fan Coil Unit (High Static)					
A2.1	Supply,installation,testing and					

commissioning of Horizontal blow through type fan coil units (having 5 mm external static pressure) each complete with fan section having one or more centrifugal fans, minimum 3 row deep chilled water coil, normal three speed motor, washable fabric filters, sandwitched insulated extended drain pan,25mm dia flexible braided drain pipe of 300mm length with clamps, copper pipe connections with brass fittings, wiring with 3 pin switch, socket and plug mounted on M.S. box, wiring in MS rigid/GI flexible conduits as required including wall chasing & finishing up to the thermostat boxes, fire retardant flexible duct connections made of silicon/neoprene rubber with extruded aluminium frame, fan coil unit shall be suitable for 240 ± 10% volts, 50 Hz cycle

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	single phase power supply, maximum RPM of motor shall be 960. The price shall include rubber in shear supporting arrangement and rubber gromets as required. Fan coil units shall be of following refrigeration capacities:					
A2.2	1.5 TR nominal capacity ---- 600 CFM	1	NUM	20,500.00	20,500.00	
	Note: Internal Fan speed connections shall be factory wired from motor up to a connector box installed on the FCU body.					
100	2.5 TR nominal capacity ---- 1000 CFM	1	NUM	32,500.00	32,500.00	
A4	Pressure Independent Balancing Cum					
	Two Way Control Valve.					
A4.1	(Automatic control for Fan coil unit &					
	Cassette units)					
A4.2	Supply, installation, testing and					
	commissioning of Pressure Independent Balancing Cum Two Way Control Valve in a single body equipped with electronic ON/OFF actuator working on 230V AC. The minimum close off Pressure of actuator must be 1.5 times shut off head of pump as per specifications of following sizes. Valve should come to close position ,if the power supply to the actuator is cut off. The valve actuator shall be compatible with digital snap acting type Heating/Cooling thermostat. Valve sizes shall be as follows:					
A4.3	25mm dia	2	NUM	5,700.00	11,400.00	
A5	Snap acting type Thermostat					
	suitable for 2 pipe system (Automatic control for Fan coil unit & Cassette unit).					
A5.1	Supply, installation, testing and					
	commissioning of ON/OFF type Digital display thermostat for heating (during winters) and cooling (during summers) in fan coil units as described above. The Heating & cooling thermostat shall be compatible with the above mentioned 2-way PIBC valves and will have provision of setting of room temperature, setting of fan speed (High, Medium, Low), capable of providing individual space temperature control for heating/cooling application. The thermostat shall produce an output to cooling OR heating in response to load change in rooms. The valve system shall be complete with necessary control cabling between control transformer (mounted in MS powder coated box with connector, to be included in cost if required), valve, standalone thermostat and the power supply near the FCU.					
A5.2	Heating/Cooling mode snap acting	2	NUM	5,800.00	11,600.00	**Y#**
	thermostat as described above.					
A6	Providing and fixing in position					
	the following ball valves with strainer & without strainer for the FCU's & Cassette units (PN-16) suitable for following pipe diameter.					
A6.1	25mm dia	2	SET	3,100.00	6,200.00	**Y#**
A7	Two Way High Rangeability Control					
	Valve/Pressure Independent Balancing cum Control Valve.					
A7.1	(Automatic control for AHU)					
A7.2	Supply, installation, testing and					
	commissioning of complete set of Self Balancing 2-way High Rangeability (> 300)/ Pressure Independent valve with integrated Two-Way modulating control valve in a single body. Valves shall be of Brass construction rotary / linear type for DN15 to DN32 of PN25 rating with screwed connections and shall be C.I body linear type for DN40-DN200 of PN16 rating with flanged connections. Valves shall be complete with electronic motorized modulating actuator of operating on 24V AC, and 0-10V DC or 4-20mA control signal. The actuator shall provide similar transduced feedback output. The linear actuator shall have a stroke of minimum 15 mm. It shall be possible to operate the valve manually also and the actuator shall switch back to auto mode when power supply is restored. Valve should come to close position, if the					

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power supply to the actuator is cut off OR AHU fan is shut off. The valve actuator housing shall have IP54 protection. The actuator shall be suitable for a valve close up pressure of 1.5 times the pump head or a minimum of 4bar.

The valve size shall be suitable for the following pipe sizes.

A7.3	50 mm Dia pipe	2	NUM	29,000.00	58,000.00	
A8	Modulating type Digital					

controller/Thermostat suitable for 2 pipe system for Air handling units.

A8.1	Supply, installation, testing and					

commissioning of modulating type Digital display thermostat (with NTC sensors) for heating & cooling mode in Air handling units. The thermostat shall be compatible with above mentioned 2way Hi-rangeability valves (in Sr.No.13) and will have provision of setting of room temperature, capable of providing space temperature control for Heating & cooling application.

The temperature controller shall be electronic microprocessor based with LCD display working on 24 VAC with 0-10Vdc output, 3nos. NTC sensors as required for 2 pipe system with complete wiring within AHU room, brass thermowells (as per the no. of sensors) and power supply unit (SMPS) for 240V AC input to 24V AC output, 300mA/1000mA. Temperature controller shall be capable of accepting inputs from minimum 3 temperature sensors. One temperature sensor for space temperature measurement and the other two temperature sensors for coil inlet and outlet water temperature measurements. The controller shall be capable of comparing the signals and selecting the lower output to prevent excessive water flow through coil. The digital controller shall be also capable of accepting 0-10Vdc signal from BAS. It shall also have RS-485 port for the soft integration with the BAS. One controller shall be suitable to work with either heating OR cooling mode.
A transparent control box of IP55 construction for housing the Digital controller and power supply unit shall be provided & mounted in AHU room.

A8.2	Heating & Cooling mode modulating	2	NUM	9,800.00	19,600.00	**Y#**

type Digital controller/thermostat as described above.

A9	Duct Mounted Advance oxidation					

Plasma cell- AOP Cell on Ducts (For TFA).

A9.1	Supply, installation, testing and					

commissioning of duct mounted Air Purification System with AOP comprising of UVC lamp 254 NM with nanoX coating metallic compound of five metals targeted on Alumninum matrix cell duly enclosed by a poly quartz casing tube, with the capability to produce ionized Hydroxyl oxidizers with in-built plasmoX to generate ion generator pins (+ - ions 10^6) along with ultrasonic radio frequency waves for pest repellency. The UV-C lamp will be a low-pressure mercury type and of such intensity as to provide minimum performance as listed below. The UV-C lamp will produce only Germicidal UV (by definition this means 99.99% UV-C energy). The air purifier will have built in LED indication system stating the operation of the 3 technologies the UV lamp, ionizer and pest repellant. The AOP cell shall be capable of removing Particulate matter, Gasous Contamination as well as Microbial Contamination. The power / control cabling between the Pentagon units and the power source / controls shall be included in the cost. The wattage of the lamp shall not be less than 13 watts up to and length not less than 212 MM up to 2000 CFM, 21 watts up to and length not less than 436 MM up to 2000-6500 CFM, 36 watts up to and length not less than 436 MM up to 6501-18000 CFM and a minimum of 48 watts up to 28000 CFM or combination based on the application area. The system shall be capable of reducing microbial bacteria, virus and spores, VoC#, odors and particulates matter. The equipment shall have to CE, ISO 13485, ROHS, GreenPro with 2014/35/EU Low Voltage Directive along with FDA compliance certifications. The AOP cell shall a microbiological testing report against Bacteriophage (MS-2 FDA) surrogate SARS Cov-2 with a minimum efficiency of 99 percent along with a Virology report from ICMR approved lab with a minimum efficiency of 99 percent against SARS COV2 within 45 minutes. The technology shall be

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	tested by ICMR/ IIT on human Alveolar Basal Epithelial Cells stating that there is no change in the structure and prove that it is absolutely safe for humans. The air purification AOP does not produces ozone, the test certificate from an International Lab shall be produced. The specific certifications shall be submitted along with the technical submittal. The failure to submit the certifications along with the submittal shall lead to rejection of the product. The AOP cells should be selected by considering a load factor calculation for each specific area where the equipment is to be installed. The Cells Should be complete with Transformers, control cabling and Plug Top & necessary power cable. Vendor to comply all Tender Specifications.					
A9.2	Unit Capacity-21 (Watt)	1	NUM	75,000.00	75,000.00	**Y#**
	For 2600 CFM, CSAHU.					
300	Unit Capacity-25 (Watt)	1	NUM	85,800.00	85,800.00	**Y#**
	For 3200 CFM, CSAHU.					
B	AIR DISTRIBUTION					
B1	Rectangular GI Ducting (Factory Made)					
	Supply, fabrication, Installation, testing and commissioning of factory fabricated rectangular ducts using G.I Sheets (120GSM coating). The price shall include factory fabricated TDF flanges, turning vanes, splitter dampers, supports (factory fabricated, full threaded GI rod/hangers & G.I slotted channel), sealant, neoprene gasket, access door etc. The joints shall be with least leak and shall be tested with pressure testing machine of approved vendor. Corrective action shall be taken, if the leakage is more than the permissible limit. Report shall be generated after satisfactory testing of ducts for leakage and shall be duly signed by the client's /PMC representative before giving clearance for the thermal insulation.					
B1.1	0.63 mm, galvanized sheet steel	200	M2	1,100.00	220,000.00	
	sheet steel (TDF 01- 750mm).					
B1.2	0.8 mm, gauge galvanized sheet steel	40	M2	1,255.00	50,200.00	
	sheet steel (TDF 751 - 1500mm). Note :- The Duct shall be manufactured as per SMACNA Standard but the minimum gauge shall be 24 G.					
B2	Site Fabricated GI Duct					
	Supply, fabrication, Installation, testing and commissioning of site fabricated rectangular ducts using G.I Sheets (120GSM coating). The price shall include factory fabricated MS flanges (wherever required), turning vanes, splitter dampers, supports (factory fabricated, full threaded G.I rod/hangers & G.I slotted channel), sealant, neoprene gasket, access door etc.as required and as per ISI specifications. The joints shall be with least leak and shall be tested with pressure testing machine of approved vendor. Corrective action shall be taken, if the leakage is more than the permissible limit. Report shall be generated after satisfactory testing of ducts for leakage and shall be duly signed by the client's /PMC representative before giving clearance for the thermal insulation.					
B2.1	0.63 mm, galvanized sheet steel	45	M2	1,100.00	49,500.00	
B2.2	0.8 mm, gauge galvanized sheet steel	10	M2	1,255.00	12,550.00	
B3	LINEAR GRILL					
	Supply, installation, testing & balancing of removable core type, continuous, linear, fixed bar extruded aluminium powder coated Supply Air / Return Air / Exhaust Air grills, normal flow, 15° angle one way / two-way deflection with all side's flanges. Blade thickness shall be minimum 5mm in front and 1.0 mm in rear side. Grills shall be supplied in accordance with specifications and approved shop drawings.					
B3.1	200 mm/150mm/100mm High	5	M2	7,920.00	39,600.00	
B4	VCDs FOR LINEAR GRILL SUPPLY AIR COLLARS	4	M2	7,500.00	30,000.00	**Y#**
	Supply, installation, testing & balancing of key operated extruded Aluminium volume control dampers in black mat finish for supply/return/exhaust air duct collars as per approved shop drawings and specifications.					
B5	FRESH AIR INTAKE LOUVERS	2	M2	8,300.00	16,600.00	

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	Supply, installation, testing & balancing of Fresh air Extruded Aluminium intake louvers with bird screen and opposed blade box type GI volume control damper complete as per specification & approved shop drawings. Construction/profile of the louvers shall give a protection against the rain and suitable for fixing in the external facade of the building.					
B6	FLEXIBLE DUCTING					
	Supply, Installation, Testing and Commissioning of factory made pre - insulated with 25mm thick glass wool having minimum density of 16 kg/cum. Flexible ducts shall have inner as well as outer skin constructed out of aluminium sheets. Duct shall be of following sizes:					
B6.1	200 mm dia	5	M	725.00	3,625.00	**Y#**
440	250 mm dia	5	M	960.00	4,800.00	**Y#**
450	300 mm dia	5	M	1,200.00	6,000.00	**Y#**
B7	FLEXIBLE DUCT CONNECTOR	2	M2	2,000.00	4,000.00	
	Supply, installation and testing of double layer flexible duct connector consisting of a flame-retardant fabric secured to extruded aluminium frame on both sides to provide a wear resistant airtight flexible connection. Fabric shall be mildew resistant, water proof and silicon impregnated. Flexible connector shall be supplied in accordance with the specifications and drawings. (This item shall be an integral part of the AHUs, FCUs, Axial flow fans and already captured in their specifications).					
B8	BIRD SCREEN	5	M2	5,800.00	29,000.00	**Y#**
	Supply, installation, testing & balancing of factory-made Bird screen made out of galvanized steel mesh in 20G having diamond pattern with GSS flanges and necessary cross bracings suitable for Fresh/ Exhaust air fans on terrace, complete as per specification & approved shop drawings.					
	Note: Samples of grilles / diffusers will have to be submitted to the Architect for approval on size / shape / shade / colour before ordering.					
C	THERMAL INSULATION					
C1	Thermal Insulation(Internal ducting):					
	Supply & installation of external thermal insulation on ducts with approved sample of Aluminium foil faced XLPE duct insulation with density 25-30 Kg/Cum for XLPE, class 'O' complete as per specifications. All longitudinal and transverse joints shall be sealed with 50mm wide and 3mm thick XLPE tape.					
C1.1	13mm thick	240	M2	539.00	129,360.00	
C2	Acoustic lining for Ducting					
	Supply & Installation of acoustic lining within supply and return air ducting using open cell elastomeric insulation with antimicrobial protection having 140-160 Kg/cum. density. All ducts shown cross hatched on the approved shop drawings shall be provided with acoustic lining as per the specifications.					
C2.1	10 mm thick	2	M2	875.00	1,750.00	
530	20 mm thick	3	M2	1,200.00	3,600.00	
C4	Condensate Drain Piping					
	Supply, installation, testing and commissioning of condensate drain water piping of CPVC complete with fittings like elbows, tees, reducers, bends, U-traps, braided flexible pipe connections with GI clamps, flanges, supports, solvent etc. as required conforming to tender specifications and of following sizes. The pipe coming with insulation if required.					
C4.1	25 mm dia pipe	20	M	200.00	4,000.00	
C4.2	32 mm dia pipe	15	M	250.00	3,750.00	
C4.3	40 mm dia pipe	15	M	275.00	4,125.00	
C5	CHILLED & CONDENSER WATER PIPING					
	Chilled / Condenser Water Piping					

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Supply, Installation, testing & Commissioning of MS "C" class ERW Chilled water piping conforming to IS1239/IS3589 cut to required lengths & complete with fittings such as bends, elbows, tees, reducers, rubber gaskets, factory fabricated GI piping supports & vibration isolators, companion flanges, thermowells for sensors/thermometers & socket for BAS, painting etc. Price shall also include pressure testing.

The wall thickness of pipes for 200NB shall be 6.0mm & for 250NB & above shall be 8.0mm.

Chilled water piping

C5.1	32 mm dia pipe	28	M	1,430.00	40,040.00	**Y#**
C5.2	40 mm dia pipe	20	M	2,100.00	42,000.00	**Y#**
C5.3	50 mm dia pipe	35	M	2,640.00	92,400.00	**Y#**
C6	Manual Balancing Valves					

Providing and fixing in position the following specified make Manual balancing valves complete with companion flanges, nuts, bolts, gaskets etc. as required. Balancing valves shall conform to PN-16 rating as per the specifications. Quoted price shall be inclusive of insulation for chilled & hot water as per the specifications.

C6.1	25 mm dia (Insulated)	2	NUM	4,620.00	9,240.00	
C6.2	32 mm dia (Insulated)	2	NUM	6,490.00	12,980.00	
C6.3	40 mm dia (Insulated)	4	NUM	7,590.00	30,360.00	**Y#**
C6.4	50 mm dia (Insulated)	4	NUM	9,020.00	36,080.00	
C7	Ball Valves (For AHU, in					

Cast steel construction three-piece design with screwed end).
Providing and fixing in position the following Ball Valves as per the specifications. Ball valves shall be complete with companion flanges, nuts, bolts, gaskets etc. as required. Quoted price shall be inclusive of insulation for chilled & hot water as per the specifications and of PN-16 rating.

C7.1	32 mm dia	2	NUM	2,000.00	4,000.00	
C7.2	40 mm dia	2	NUM	2,640.00	5,280.00	
C8	Ball Valves (For Drain purpose,					

in forged brass/Gun metal construction with screwed end)

Providing and fixing in position the following ball Valves as per the specifications. Quoted price shall be inclusive of insulation as per the specifications and of PN-16 rating.

C8.1	40 mm dia	2	NUM	2,640.00	5,280.00	
C8.2	32 mm dia	2	NUM	2,200.00	4,400.00	
C8.3	25 mm dia	2	NUM	1,760.00	3,520.00	
C10	Y-strainer					

Providing and fixing in position the following Y-strainers as per specifications (PN - 16). Y strainers shall be complete with companion flanges, nuts, bolts, gaskets etc. as required. Quoted price shall be inclusive of insulation as per the specifications.

C10.1	50 mm dia	3	NUM	3,000.00	9,000.00	
760	Flow switches					

770	Providing and fixing in position	2	NUM	2,000.00	4,000.00	**Y#**

approved make pedal type flow switches complete with copper control wiring between inlet and outlet of each chiller. These shall be BMS compatible.

C11	Thermometer					
C11.1	Supply, installation, testing and	4	NUM	2,420.00	9,680.00	**Y#**

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	commissioning of Glycerin filled Dial type temperature gauge of approved make of dia 100 mm constructed out of SS 304 material. SS siphon shall be factory insulated with closed cell nitrile rubber in tubing form. Pressure gauges shall be fitted with a ball valve at the tube. (For Floor Mounted AHU, Chiller, Condenser & All Pumps)					
C12	Pressure Gauges					
C12.1	Supply, installation, testing and	4	NUM	1,980.00	7,920.00	**Y#**
	commissioning of Glycerin filled industrial type pressure gauge of approved make of dia 100 mm constructed out of SS 304 material. SS siphon shall be factory insulated with closed cell nitrile rubber in tubing form. Pressure gauges shall be fitted with a ball valve at the tube. (For Floor Mounted AHU, Chiller, Condenser & All Pumps)					
C13	Auto air Purge					
	Providing and fixing in position the following automatic purge valve with ball valve.					
C13.1	15mm dia	1	NUM	1,200.00	1,200.00	
840	20mm dia	1	NUM	1,500.00	1,500.00	
850	25mm dia	1	NUM	1,800.00	1,800.00	
860	Test Points	24	NUM	1,000.00	24,000.00	**Y#**
	Providing and fixing in position of approved make Test Points comprising of accessories such as adaptors, needle etc. The test points shall be installed at inlet and outlet of ceiling suspended AHUs. Test points shall be in brass construction and comprise of 1/4" BSP with neoprene sealing bushes and screwed covers.					
C14	ELECTRICAL WORK					
C14.1	AHU panel (1.1/ 1.5 KW)					
C14.2	Supplying, installation testing	2	NUM	35,000.00	70,000.00	**Y#**
	and commissioning of cubical type dol stator panel complete with all accessories 1 No. 16 amps. TPN MCB 1 No. DOL starter for 1.1 KW Pump room 3 Nos. RYB Indication Lights LED type with MCB 2 Nos. Push Buttons 1 No. direct digital ammeter 1 No. 63 amps TPN MCCB with outgoing feeder to 1 No. 6 HP VRV outdoor unit. 1 No. 63 amps TPN MCB with outgoing feeder to 1 No. 30 HP VRV outdoor unit. The compartment shall contain an indicating lamp with MCB for #ON# status of compressor motor.					
C14.3	POWER CABLES					
910	Supply and laying of the following					
	1100-volt grade armored XLPE insulated and PVC sheathed aluminium conductor cable in trench / cable tray /clamped to wall with suitable clamps saddles & fixing bolts/including testing & commissioning complete as required. The costs shall include crimping tinned heavy duty alluminium lugs, compression glands requisite materials for all cables and to provide with 1D gap & shall be properly clamped with cable clamps & ties. Identification tags shall be provided for all cables including cable end termination.					
920	4 core 16 Sq mm	5	ZRM	870.00	4,350.00	**Y#**
930	4 core 10 Sq mm	10	ZRM	704.00	7,040.00	**Y#**
940	4 core 6 Sq mm	10	ZRM	360.00	3,600.00	**Y#**
950	4 core 4 Sq mm	10	ZRM	320.00	3,200.00	**Y#**
960	3 core 4 Sq mm	5	ZRM	215.00	1,075.00	**Y#**
970	CONTROL CABLING					
980	Supply, laying, testing and					
	commissioning of control cabling, as per Standard specification including end termination as required.					

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	Power Cabling (PVC insulated and PVC sheathed, armoured, Copper Conductor of 1.1 KV grade on existing cable trays).					
990	3C x 1.5 Sq mm	80	ZRM	200.00	16,000.00	
1000	Cable Trays :					
	Supplying and installing following size of perforated painted with powder coating M.S. cable trays with perforation not more than 17.5%, in convenient sections, joined with connectors, suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc as required.					
1010	150 mm width X 50 mm depth	50	ZRM	675.00	33,750.00	**Y#**
	X 1.6 mm thickness					
1020	200 mm width X 50 mm depth	30	ZRM	850.00	25,500.00	**Y#**
	X 1.6 mm thickness					
1030	300 mm width X 50 mm depth	20	ZRM	1,200.00	24,000.00	**Y#**
	X 1.6 mm thickness					
1040	EARTHING:					
1050	Providing and fixing 25 mm X 5 mm	10	ZRM	200.00	2,000.00	
	G.I. strip on surface or in recess for connections etc. as required.					
1060	Providing and fixing 6 SWG dia	20	ZRM	70.00	1,400.00	
	G.I. wire on surface or in recess for loop earthing as required.					
1070	VRV SYESTEM					
	Variable Refrigerant Volume / Flow Air-conditioning System					
	Supply, Installation, testing and commissioning of Variable Refrigerant Flow /Volume (VRF/VRV) (with the late technology/version) with All-Inverter driven Compressor, modular type air-conditioning system with stepless modulation for both heating & cooling modes, complete with indoor and outdoor units, individual remote controller and centralized controller, interconnected refrigerant piping with insulation, Y joints, full charge of refrigerant gas including additional top up and oil, control cabling etc. as per detail given in specifications and having following items. The prices to be given in Indian rupees including all taxes and duties and delivered at site. Refrigerant to be used shall be - R 410 A only. It shall be complete as per specifications, with connectivity to automation for A/M status, RUN status & Remote start/stop command. (Bacnet/IP) with multi connection kits for each outdoor unit & First charge of refrigerant gas for the VRF/VRV Units & required MS frame work or required foundation & anti vibration pads for mounting the outdoor units. installation, testing & commissioning of air cooled VRV/VRF system shall include pipe pressure testing & flushing with nitrogen, charging of gas/oil etc. & will include all lifting/shifting etc.					
	Air Cooled VRV / VRF Outdoor Unit					
	Supply Installation, Testing & Commissioning of modular type Variable Refrigerant Flow/Variable Refrigerant Volume air cooled Outdoor units suitable for cooling and heating, having all hermetically sealed inverter type Scroll Compressor(s), minimum two compressors for above 14 HP modules, microprocessor-based Controller, top discharge type condensing unit(s), with R 410 A Refrigerant, vibration isolators, with suitable foundation etc. complete as required. The unit shall deliver the rated capacity at AHRI Conditions and work even at50℃ambient temperature without tripping. The unit shall be suitable to work on 400V + /- 10%, 3 Phase, 50Hz AC power supply. The unit shall be filled with first charge of the refrigerant and ready for use as required. The COP at AHRI conditions shall not be less than 3.1 and IEER not less than 6.5.					
1080	10 H.P Cool / Heat Pump Unit	2	NUM	245,000.00	490,000.00	**Y#**
1090	6 H.P Cool / Heat Pump Unit	1	NUM	158,000.00	158,000.00	**Y#**

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
(For TFA)						
1100	Indoor Units					

Supply, Installation, testing and commissioning of Indoor units equipped with pre-filter, fan section with suitable static fan to distribute the air as per approved shop drawings, multispeed motor, coil section with DX coil, outer cabinet / cassette panel, drain pan, insulation, pipe connections etc. of various capacities as per specifications and drawings.

1110	Indoor Unit-Cassette Type					

Supply, installation, testing and commissioning of following minimum capacity 4-way flow VRV/VRF Cassette Type Indoor ceiling mounted unit equipped with synthetic washable media pre-filter, fan section with low noise fan/dynamically balanced blower, multispeed motor, coil section with DX Copper coil, electronic expansion valve, outer cabinet, drain pump, grill, necessary supports, vibration isolation, cord less remote control etc., suitable for operation on single phase 230 V ± 10%, 50Hz AC supply, complete, as required. The unit shall have automatic force shut down provision in case of fire on receiving signal from BMS System. The cooling capacity of indoor unit will be at air inlet conditions of 27 Degree C DB and 19 Degree C WB temperature.

1120	2.0 TR(2W+ 1S)	3	NUM	60,000.00	180,000.00	**Y#**
1130	Indoor Unit-Ductable Type(High-Static)					

Supply, installation, testing and commissioning of following minimum capacity and external static pressure VRF/VRV ceiling mounted ductable type Indoor unit equipped with washable synthetic media pre-filter, fan section with low noise fan/dynamically balanced blower, multispeed motor, coil section with DX copper coil, electronic expansion valve, corded remote control with thermotstate, outer cabinet, vibration isolators, drain pan, other necessary supports etc., suitable for operation on single phase AC supply 230 V ± 10%, 50 Hz complete as required. The unit shall have automatic force shut down provision in case of fire on receiving signal from BMS System. The cooling capacity of indoor unit will be at air inlet conditions of 27 Degree C DB and 19 Degree C WB temperature.

1140	8.0 TR(3W+ 1S)	4	NUM	88,000.00	352,000.00	
1150	Treated Fresh Air Unit with DX- cooling coil.					

Supply, installation, testing and commissioning of Treated Fresh Air Units (D-X Type) suitable for connection with VRF/VRV outdoor unit. Outdoor units comprising of rotary/scroll compressors as per specification and drawings. D-X TFA units shall be ceiling suspended type. The units shall include pre-filters, D-X coil section, corded remote, thermostate. The housing of the unit shall be light weight powder coated GI sheet. The unit shall have high static fan for duct able arrangement. TFA unit shall be complete with connection with VRF/VRV outdoor units of required specifications.

1160	TFA 635 CFM/3.98 Tr	1	NUM	110,000.00	110,000.00	
1170	Refrigerant Piping for VRV / VRF System					

Supply, installation, testing and commissioning of interconnecting high-pressure copper refrigerant piping work including vaccumiazation and Nitrogen testing suitable for refrigerant R 410A duly insulated with FACTORY PREFORMED TUBULAR EPDM RUBBER FOAM SECTIONS with completely closed cell structure as per specifications - Density 40-60 kg /cum, Class A as per ASTM E 84, Class V-0 as per UL 94 and Mu value > 7000 between indoor & outdoor units as per specifications. External refrigerant piping shall be laid on 16 G GI covered perforated cable trays. Piping inside occupied area & vertical shaft inside the AHU Room shall be supported using 16 G GI hangers. All exposed pipe shall have UV coating on insulation & cost to be included in the piping. Cable tray is quantified separately.
Makes:

1180	6.4 mm dia (OD) (Soft drawn) with tube thickness 1.2 mm with 19 mm thick insulation	15	M	400.00	6,000.00	**Y#**
1190	9.5 mm dia (OD) (Soft drawn) with tube	25	M	500.00	12,500.00	**Y#**

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thickness 1.2 mm with 19 mm thick insulation						
1200	12.7 mm dia (OD) (Soft drawn) with tube	25	M	550.00	13,750.00	
thickness 1.2 mm with 19 mm thick insulation						
1210	15.9 mm dia (OD) (Soft drawn) with tube	25	M	560.00	14,000.00	
thickness 1.2 mm with 19 mm thick insulation						
1220	19.1 mm dia (OD) (Hard drawn) with tube	50	M	675.00	33,750.00	
thickness 1.2 mm with 19 mm thick insulation						
1230	22.2 mm dia (OD) (Hard drawn) with tube	25	M	750.00	18,750.00	
thickness 1.2 mm with 19 mm thick insulation						
1240	28.6 mm dia (OD) (Hard drawn) with tube	35	M	890.00	31,150.00	
thickness 1.2 mm with 19 mm thick insulation						
1250	34.9 mm dia (OD) (Hard drawn) with tube	35	M	1,200.00	42,000.00	
thickness 1.62 mm with 19 mm thick insulation						
1260	41.3 mm dia (OD) (Hard drawn) with tube	30	M	1,500.00	45,000.00	
thickness 1.62 mm with 19 mm thick insulation						

NOTES- The Copper Pipe & Piping circuit should be with minimum number of joints.

1270	Y-joints For Indoor Unit	5	NUM	4,200.00	21,000.00	

Supply, installation, testing and commissioning of Imported Y/T refnet Joints with insulation to connect indoor units with main header as per drawing. It should be complete as per manufacturing standards & as per directions of Engineer-in-charge.
(1 Set will comprise of 2 Y/T Refnet Joints each for sution & discharge side)

1280	Self Diagnostic Type Individual Remote	7	NUM	3,600.00	25,200.00	

Controllers (Cordless Type)

Supply, Installation, Testing & Commissioning of Cordless Type Self Diagnostic Type Digital Programmable Individual Remote Controllers of latest generation for setting required temperature for various Indoor Unit.

1290	Main Intelligent Programmable	1	NUM	95,000.00	95,000.00	

Central Controller (Corded Type)

Supply, installation, testing and commissioning of Main centralized controller / manager digital type of latest generation for VRV/VRF system for controlling all the indoor & outdoor units installed in building with adapters (for connecting additional indoor units, cost for the same is deemed to be included in this item) with On / Off, touch screen and Temperature Controls, fan speed, scheduling, air flow direction setting, operation history etc. The controller should be compatible with automation system (Bacnet/IP) with all accessories. It should be complete as per manufacturing standards & as per directions of Engineer-in-charge.

1300	Condensate Drain Piping With					

Nitrile Rubber Insulation

Supply, installation, testing and commissioning of UPVC condensate drain water piping of density 20 Kg/m³ complete with fittings like elbows, tees, reducers, bends, flanges, supports & duly insulated with "O" class Closed Cell Elastomeric Nitrile Rubber of specified pipe section of specified thickness etc. as required and of

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
following sizes.						
1310	25 mm dia pipe, 13 mm Insulation	20	M	250.00	5,000.00	
1320	32 mm dia pipe , 13 mm Insulation	25	M	275.00	6,875.00	

Work Order Item 00008 Basic Item Value : INR 3,372,170.00
(RUPEE THREE MILLION THREE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED SEVENTY ONLY)
Total Tax = 606,990.60
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 3,979,160.60

Item : 9 - AV System in Control Room
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
1	Supply, Installation, testing	8	EA	25,500.00	204,000.00	**Y#**
and commissioning of two-way, thin edge ceiling speaker with back can, built in cone driver, Line Transformer Tapping's: 60watt - 30watt, Sensitivity: 86dB, Sound Pressure: 106dB, Dispersion Conical: 145° or more, Frequency Response: 90 Hz - 20 kHz, Frequency range: 65 Hz - 20 kHz etc. complete required as per specifications. Approved Make: OSL/OHM/ British Acoustics/LAcoustics						
2	Supply, Installation, testing	2	EA	86,250.00	172,500.00	
and commissioning of digital power amplifier, class-D, RMS power: 2 X 120watt, Frequency Response: 50 Hz - 22 kHz, Signal / Noise: > 100 dB, THD+ N: < 0.3%, Crosstalk: < 80 dB, Power Supply: Switching mode, Common mode rejection ratio: 70dB, Protection: DC Short circuit; Overheating; Over load; Signal limiting, built in temperature-controlled fan etc. complete required as per specifications. Approved Make: OSL/OHM/ British Acoustics/LAcoustics						
3	Supply of Digital 2 in 6 out	1	EA	175,000.00	175,000.00	
Installation Controller. Spyder Software DSP control via USB. 10-PEQ, peak limiting, 2 sec delay, matrix and crossover Approved Make: OHM/ British Acoustics/ OSL/ LAcoustics/ D&B						
4	Supply, Installation, testing	3	EA	207,000.00	621,000.00	
and commissioning of Wireless Table top microphone with ON/Off Switch with cardiod pick up pattern, RF power: 80mW or more, channel: 18 or more, frequency range: 2.4 Ghz to 5.8Ghz etc. complete as required with transmitter and receiver. Make: OSL/Beyerdynamic/ Shure/Nuemann/Sennheiser						
5	Supply, Installation, testing	2	EA	650,000.00	1,300,000.00	
and commissioning of Ceiling Microphone tile with 16 or more no. of omni directional microphone, coverage area: 55sq mtr or more, Dante connectivity: dual / redundant, POE enable (qty of microphone will vary as per the mentioned coverage area and built in microphone) etc. complete required as per the specifications. audio, AES67, and third-party Ausio DSP with Dante controller. Approved Make: OSL/Beyerdynamic/ Shure/Nuemann/Sennheiser						
6	Supply, Installation, testing	18	EA	30,000.00	540,000.00	
and commissioning of 27'' FHD Curved DISPLAY 250Nits resolution. Make-Samsung/Dell/ViewSonic						

Work Order Item 00009 Basic Item Value : INR 3,012,500.00
(RUPEE THREE MILLION TWELVE THOUSAND FIVE HUNDRED ONLY)
Total Tax = 542,250.00
18 % IGST - Cenvatable-(IX)

Total item value including taxes & duties : INR 3,554,750.00

Item : 10 - Electrical
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
A	DISTRIBUTION BOARD					
1	Supplying and fixing following way,					

single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)

30	6 way, Double door	1	NUM	2,100.00	2,100.00	
2	Supplying and fixing following way,					

horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/ Isolator)

50	6 way Double door	1	NUM	4,000.00	4,000.00	
60	8 way Double door	1	NUM	4,100.00	4,100.00	
3	Supplying and fixing following rating,					

double pole, 240 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.

80	40 amps	1	NUM	850.00	850.00	**Y#**
4	Supplying and fixing following rating,					

four pole, 415 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.

100	63 amps	2	NUM	1,200.00	2,400.00	
5	Supplying and fixing 5 amps to 32 amps					

rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.

120	Single pole	48	NUM	250.00	12,000.00	
130	Supplying and fixing single pole	5	NUM	25.00	125.00	
6	Supplying and fixing following rating,					

double pole, single phase and neutral, 240 volts, residual current circuit breaker (RCCB), having a sensitivity current up to 30 milliamperes in the existing MCB DB complete with connections, testing and commissioning etc. as required.

150	40 amps	2	NUM	2,000.00	4,000.00	
160	63 amps	6	NUM	2,400.00	14,400.00	
B	INTERNAL WIRING					
1	Wiring for light point/ fan point/					

exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm. FR PVC insulated copper conductor single core cable etc. as required.

190	Group # C	82.00	P	1,500.00	123,000.00	
2	Wiring for group controlled (looped)					

light point/fan point/exhaust fan point/ call bell point (without independent switch etc.) with1.5 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed PVC conduit, and earthing the point with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable etc. as required.

210	Group # C	82.00	P	1,200.00	98,400.00	**Y#**
3	Wiring for circuit/ submain wiring					

along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in

Item : 10 - Electrical
Plant : 1015 - CORPORATE SERVICES EXTN- NOIDA- Uttar Pradesh (UP)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
surface/ recessed medium class PVC conduit as required.						
230	2 X 1.5 sq. mm + 1 X 1.5 sq. mm	480	M	258.00	123,840.00	
earth wire						
240	2 X 2.5 sq. mm + 1 X 2.5 sq. mm	850	M	320.00	272,000.00	
earth wire						
250	2 X 4 sq. mm + 1 X 4 sq. mm	20	M	390.00	7,800.00	
earth wire						
260	4 x 10 sq.mm + 2 x 6 sq.mm.	10	M	950.00	9,500.00	
earth wire						
270	4 x 16 sq.mm + 2 x 6 sq.mm.	40	M	1,200.00	48,000.00	
earth wire						
4	Supplying and fixing suitable size	62	EA	460.00	28,520.00	
GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection etc. as required. (For light plugs to be used in residential buildings).						
5	Supplying and fixing suitable size	15	EA	660.00	9,900.00	
GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection etc. as required.						
6	Wiring for light/ power plug with	180	M	650.00	117,000.00	**Y#**
2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit along with 1 No 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required. Make: KEI, Worldcab, RR Kable, Bonton						
7	Wiring for light/ power plug with	80	M	750.00	60,000.00	**Y#**
4X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit along with 2 Nos 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required. Make: KEI, Worldcab, RR Kable, Bonton						
8	Supplying and fixing of call bell /	2	EA	500.00	1,000.00	**Y#**
buzzer suitable for single phase,230 volt complete as required.						
9	Supplying and fixing	20	EA	30.00	600.00	
modular blanking plate on the existing modular plate & switch box excluding modular plate as required. Make: Clipsal NEO C-Metro, MK- Aspect, Legrand - Arteor, ABB - Concept BS						
10	Supplying and fixing of following sizes					
of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.						
350	20 mm	10	M	65.00	650.00	
360	25 mm	20	M	75.00	1,500.00	
11	Supply & Installation of 9 Module	4	EA	19,000.00	76,000.00	
Rotatable box having 2 Power 6/13A intel sockets controlled by 1no 16A Switch, 2 data in 1 Module with IO'S CAT6 port male /female to connect data cable, 1 HDMI 1 Passive USB port. Power supply to box with male/female GST connectors. The unit shall be rotated to 180 degree and turned closed while not in use in the meeting room table.#						
12	Supply & Installation of 12 Module	4	EA	29,000.00	116,000.00	
Dual Side accessible table top box having 3 Power 6/13A intel sockets, 1 Active USB with A+ C Type Outlets, 2 dat CAT6, 1 HDMI 1 Passive USB port. Power supply to box with male/female GST connectors. The unit shall be flushed with table top and should have access from either side of the table.#						
13	Amp Basic, factory assembled	4	EA	3,800.00	15,200.00	

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *

modular socket outlet box, housing and components made out of aluminum alloy standard, comprising of 1 switch, 2 Nos. universal socket,1 data/1 Voice with the option of Plug top for power supply.

C	FANS & LIGHT FIXTURES:					
1	SITC of recessed ceiling system	5	EA	4,200.00	21,000.00	

power [8W ± 5%], should be available in 3000K/4000K/6000K color temperature, minimum dimension of module Ø85 x 104mm, Luminaire made of die-cast aluminium body and heat sink for better thermal management: Precision engineered high quality optics & electro plated reflector. operational voltage range should be of 90-265V, power factor > 0.9, THD < 10%, Inbuilt surge protection of 3 KV, Luminaire has Ingress protection of IP20, Dark light technology UGR < 16, Adjustable up to 30° / Rotatable 355°, Easy maintenance without removing the frame from false ceiling, The luminaire should have minimum lumen output of 950 lumens CRI of > 80. The LEDs used have a life of 50000 burning hrs Lumen maintenance as per L70B10 with SDCM< = 3 binning Luminaire performance & Safety: IEC 60598, IS 10322-5, IS 161-03/05/06/07, Surge: IEC 61000-4-5, IES, LM 79, LM 80, & TTC certificates will be provided from NABL accredited lab.
Certification: CE Certified, Design Patented/Registered, ROHS compliant, BIS Certification for Luminaires & Drivers. K Lite Model KL-3328 or euivalent make Philips/Regent/LT

2	SITC of IP-40 rated 12W LED ceiling	44	EA	1,350.00	59,400.00	

recessed back-lit panel light - Indoor luminaire with soft uniform Light distribution. Luminaire should be made of die-cast aluminium for better thermal management. High efficiency diffuser for glare free, uniform light distribution. CRI (Ra) : > 80, SDCM# 3 to avoid color deviation , Led life should be atleast L70B10 50,000hrs High lumen output (Delivered) of at least 100lm/w.High PF constant current LED driver with surge and thermal protection with follwoing ratings Power Supply : Integrated Power Factor : > 0.90 THD : < 20% Surge Protection : 2.5KV Efficiency : > 83%.Suitable for operation on 240V, 50Hz single phase ac supply, Operating Voltage : 90-265Vac Operating Temperature : -15℃ + 50℃.CE,BIS. K Lite Model KL-3321 or euivalent make Philips/Regent/LT

3	SITC of 4ft Linear Traiangular shaped up	52	EA	5,000.00	260,000.00	

and down Suspended diffused LED luminaire with system power 40W & 10W dimension should not be more than 1200 x 60 x 56 mm should be available in 3000K/4000K/6000K color temperature operational voltage range of 90-265V, power factor > 0.9, THD < 10%, Inbuilt surge protection of 2.5 KV, Luminaire has Ingress protection of IP20 the luminaire should have minimum lumen output of 3500 lumens, CRI of > 80. The LEDs used have a life of 50000 burning hrs Lumen maintenance as per L70B10 with SDCM< = 3 binning
Luminaire performance & Safety: IEC 60598, IS 10322-5, IS 161-03/05/06/07, Surge: IEC 61000-4-5,
IES, LM 79, LM 80, & TTC certificates will be provided from NABL accredited lab.
Certification: CE Certified, Design Patented/Registered, ROHS compliant, BIS Certification for Luminaires & Drivers K Lite Model KL-3434 or equivalent make Philips/Regent/LT

4	SITC of Linear Suspended line	8	EA	9,500.00	76,000.00	

n dot LED luminaire with system power [60W ± 5%], should be available in 3000K/4000K/6000K color temperature, minimum dimesnion1824 x 66 x 37mm, should be made up of High-Grade Aluminium with Die-cast Endcaps, Diffuser/Lens Material: Polycarbonate, Diffuser Finish: Vaccum Metalized Chrome Finish, UGR< 12, operational voltage range of 90-265V, power factor > 0.9, THD < 10%, Inbuilt surge protection of 3 KV, Luminaire has Ingress protection of IP20. The luminaire should have minimum lumen output of 2000 lumens, CRI of > 80. The LEDs used have a life of 50000 burning hrs Lumen maintenance as per L70B10 with SDCM< = 3 binning Luminaire performance & Safety: IEC 60598, IS 10322-5, IS 161-03/05/06/07, Surge: IEC 61000-4-5,
IES, LM 79, LM 80, & TTC certificates will be provided from NABL accredited lab.
Certification: CE Certified, Design Patented/Registered, ROHS compliant, BIS Certification for Luminaires & Drivers. K Lite Model KL-3475+ 3474 or euivalent make Philips/Regent/LT

5	SITC of hexagonal shaped Suspended	2	EA	27,000.00	54,000.00	

line n dot LED luminaire with system power [48W ± 5%], should be available in 3000K/4000K/6000K color temperature, minimum dimension Ø1000x 36 x 76mm, should be made up of High-Grade Aluminium with Die-cast Endcaps, Diffuser/Lens Material: Polycarbonate, Diffuser Finish: Vaccum Metalized Chrome Finish

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	UGR< 12. Operational voltage range should be of 90-265V, power factor > 0.9, THD < 10%, Inbuilt surge protection of 3 KV, Luminaire has Ingress protection of IP20, CRI of > 80. The LEDs used have a life of 50000 burning hrs Lumen maintenance as per L70B10 with SDCM< = 3 binning Luminaire performance & Safety: IEC 60598, IS 10322-5, IS 161-03/05/06/07, Surge: IEC 61000-4-5, IES, LM 79, LM 80, & TTC certificates will be provided from NABL accredited lab. Certification: CE Certified, Design Patented/Registered, ROHS compliant, BIS Certification for Luminaires & Drivers. K Lite Model KL-3501 or euivalent make Philips/Regent/LT					
6	SITC of IP-44 rated round Suspended	5	EA	2,000.00	10,000.00	
	diffused LED luminaire with system power 60W, dimension should not be more than Ø598 x 80 mm should be available in 3000K/4000K/6000K color temperature operational voltage range of 90-265V, power factor > 0.9, THD < 10%, Inbuilt surge protection of 6 KV, Luminaire has Ingress protection of IP20 The luminaire should have minimum lumen output of 6200 lumens , CRI of > 80 .It should be made from High-Grade spun alumnium with diffuser option Prismatic / Satin Acrylic The LEDs used have a life of 50000 burning hrs Lumen maintenance as per L70B10 with SDCM< = 3 binning Luminaire performance & Safety :IEC 60598, IS 10322-5, IS 161-03/05/06/07, Surge : IEC 61000-4-5, IES, LM 79, LM 80, & TTC certificates will be provided from NABL accredited lab. Certification: CE Certified, Design Patented/Registered, ROHS compliant, BIS Certification for Luminaires & Drivers. K Lite Model KL-2848 or euivalent make I Philips/Regent/LT					
7	SITC of Y-shaped profile Suspended	6	EA	28,000.00	168,000.00	
	diffused LED luminaire with system power 30W dimension should not be more than Ø744 x 50 x 70 mm should be available in 3000K/4000K/6000K color temperature operational voltage range of 90-265V, power factor > 0.9, THD < 10%, Inbuilt surge protection of 2.5 KV, Luminaire has Ingress protection of IP20 The luminaire should have minimum lumen output of 2500 lumens , CRI of > 80 .It should be made from High-Grade Aluminium with Die-cast Endcaps The LEDs used have a life of 50000 burning hrs Lumen maintenance as per L70B10 with SDCM< = 3 binning Luminaire performance & Safety :IEC 60598, IS 10322-5, IS 161-03/05/06/07, Surge : IEC 61000-4-5, IES, LM 79, LM 80, & TTC certificates will be provided from NABL accredited lab. Certification: CE Certified, Design Patented/Registered, ROHS compliant, BIS Certification for Luminaires & Drivers. K Lite Model KL-3513 or euivalent make Philips/Regent/LT					
8	SITC of 4ft recessed diffused LED	32	EA	6,100.00	195,200.00	
	luminaire with system power 40W dimension should not be more than 1200 x 86.5 x 35 mm should be available in 3000K/4000K/6000K color temperature operational voltage range of 90-265V, power factor > 0.9, THD < 10%, Inbuilt surge protection of 2.5 KV, Luminaire has Ingress protection of IP20 the luminaire should have minimum lumen output of 3500 lumens, CRI of > 80. The LEDs used have a life of 50000 burning hrs Lumen maintenance as per L70B10 with SDCM< = 3 binning Luminaire performance & Safety: IEC 60598, IS 10322-5, IS 161-03/05/06/07, Surge: IEC 61000-4-5, IES, LM 79, LM 80, & TTC certificates will be provided from NABL accredited lab. Certification: CE Certified, Design Patented/Registered, ROHS compliant, BIS Certification for Luminaires & Drivers. K Lite Model KL-2856 or euivalent make Philips/Regent/LT					
9	SITC of 8ft recessed diffused LED	6	EA	7,000.00	42,000.00	
	luminaire with system power 80W dimension should not be more than 2400 x 86.5 x 35 mm should be available in 3000K/4000K/6000K color temperature operational voltage range of 90-265V, power factor > 0.9, THD < 10%, Inbuilt surge protection of 2.5 KV, Luminaire has Ingress protection of IP20 the luminaire should have minimum lumen output of 3500 lumens, CRI of > 80. The LEDs used have a life of 50000 burning hrs Lumen maintenance as per L70B10 with SDCM< = 3 binning Luminaire performance & Safety: IEC 60598, IS 10322-5, IS 161-03/05/06/07, Surge: IEC 61000-4-5, IES, LM 79, LM 80, & TTC certificates will be provided from NABL accredited lab. Certification: CE Certified, Design Patented/Registered, ROHS compliant, BIS Certification for Luminaires & Drivers. K Lite Model KL-2857 or euivalent make Philips/Regent/LT					
10	SITC of IP-40 rated 16W LED ceiling	15	EA	3,100.00	46,500.00	

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	square surface mounted back-lit Indoor luminaire with soft uniform Light distribution. Luminaire should be made of die-cast aluminium for better thermal management. High efficiency diffuser for glare free, uniform light distribution. CRI (Ra) : > 80, SDCM# 3 to avoid color deviation , Led life should be at least L70B10 50,000hrs High lumen output (Delivered) of at least 90lm/w. High PF constant current LED driver with surge and thermal protection with following ratings Power Supply : Integrated Power Factor : > 0.90 THD : < 10% Surge Protection : 2.5KV Efficiency : > 83%.Suitable for operation on 240V, 50Hz single phase ac supply, Operating Voltage : 90-265Vac Operating Temperature : -15° + 50°C CE,BIS. K Lite Model KL-7331 or euivalent make Philips/Regent/LT					
11	SITC of IP-40 rated 18W LED ceiling	2	EA	1,850.00	3,700.00	
	recessed back-lit panel light - Indoor luminaire with soft uniform Light distribution. Luminaire should be made of die-cast aluminium for better thermal management. High efficiency diffuser for glare free, uniform light distribution. CRI (Ra) : > 80, SDCM# 3 to avoid color deviation , Led life should be at least L70B10 50,000hrs High lumen output (Delivered) of at least 100lm/w. High PF constant current LED driver with surge and thermal protection with following ratings Power Supply : Integrated Power Factor : > 0.90 THD : < 20% Surge Protection : 2.5KV Efficiency : > 83%.Suitable for operation on 240V, 50Hz single phase ac supply, Operating Voltage : 90-265Vac Operating Temperature : -15° + 50°C.CE,BIS. K Lite Model KL-3322 or euivalent make Philips/Regent/LT					
12	Supplying,installation,testing and	1	EA	6,500.00	6,500.00	**Y#**
	commissioning of Passive Infrared (PIR) technology-based occupancy sensor having high performance, non-regulating programmable type, suitable for connected load up to 10Amp, for mounting height up to 2.8 mtr and for 5 m diameter coverage area along with necessary fixing arrangements i/c programming at site etc. complete as required.					
13	Supplying,installation,testing and	2	EA	10,000.00	20,000.00	
	commissioning of Passive Infrared (PIR) technology-based occupancy sensor with day light dimming (lighting level shall be regulated as per availability of natural day light in an area along with occupancy detection.) having high performance, regulating programmable type, suitable for connected load up to 10Amp, for mounting height up to 2.8 mtr and for 5 m diameter coverage area along with necessary fixing arrangements i/c programming at site etc. complete as required.					
D	RACEWAYS AND CABLE TRAY					
1	Metal Raceways : Floors	1	EA	1,000.00	1,000.00	**Y#**
	Supply and fixing in position of following size of under floor GI raceways [consists of body & cover] for distributing cabling in screed floor installations. Raceway should be made up of Pre-galvanized sheet conforming to IS 277 with thickness of 1.6mm consists of Body and Openable cover with 275 GSM coating. Raceway should be supplied with required accessories such as fixing brackets and coupling plates as required. Raceway should be confirmed with the standard EN 60-670 and EN 50085-2-2, IP 20 & IK08 in recess / on surface including chasing the wall/floor complete as required of following configurations:					
560	100 x 38 mm Raceway with 1 compartments.	15	ZRM	632.00	9,480.00	**Y#**
570	75 x 38 mm Raceway with 1 compartments	10	ZRM	575.00	5,750.00	**Y#**
2	Metal Junction Box : Floors	1	EA	1,000.00	1,000.00	**Y#**
	Supply and fixing in position height#adjustable under floor crossover Junction box for Raceways for direct access to cables at the intersection of Raceways supplied completely with base and cover plate [lid]. Junction box should be made of Pre-galvanized sheet consist of body and cover. Height of the junction box should be adjustable from minimum 65mm. Junction box should be supplied with the metal cover for protecting the junction box during constructions at site. It should be confirmed with the standard EN 50085-2-2 including all accessories complete as required of following sizes:					
590	Sizes:	2	NUM	1,265.00	2,530.00	

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S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
	Box : 225 x 225 x 65-90mm [1mm base & 3mm lid] Cover Plate : 225 x 225mm					
600	Sizes:	2	NUM	1,100.00	2,200.00	
	Box : 150 x 150 x 65-90mm [1mm base & 3mm lid] Cover Plate : 150 x 150mm					
E	Cable Tray					
1	Supplying and installing following size of perforated pre-painted M.S cable trays with perforation not more than 17.5%, inconvenient sections, joined with connectors, suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc as required.					
630	100 mm width X 50 mm depth X 1.6mm thick	5	M	520.00	2,600.00	**Y#**
640	150 mm width X 50 mm depth X 1.6mm thick	5	M	675.00	3,375.00	**Y#**
2	Supplying and installing following size of perforated pre-painted M.S cable trays bends with perforation not more than 17.5%, inconvenient sections, joined with connectors, suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc as required.					
660	100 mm width X 50 mm depth X 1.6mm thick	2	EA	580.00	1,160.00	
670	150 mm width X 50 mm depth X 1.6mm thick	2	EA	725.00	1,450.00	
3	Supplying and installing following size of perforated pre-painted M.S cable trays reducers with perforation not more than 17.5%, inconvenient sections, joined with connectors, suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc as required.					
690	100 mm width X 50 mm depth X 1.6mm thick	2	EA	410.00	820.00	
700	150 mm width X 50 mm depth X 1.6mm thick	2	EA	475.00	950.00	
4	Supplying and installing following size of perforated pre-painted M.S cable trays Tee's with perforation not more than 17.5%, inconvenient sections, joined with connectors, suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc as required.					
720	100 mm width X 50 mm depth X 1.6mm thick	2	EA	410.00	820.00	
730	150 mm width X 50 mm depth X 1.6mm thick	2	EA	475.00	950.00	
5	Supplying and installing following size of perforated pre-painted M.S cable trays Cross members with perforation not more than 17.5%, inconvenient sections, joined with connectors, suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc as required.					
750	100 mm width X 50 mm depth X 1.6mm thick	1	EA	700.00	700.00	**Y#**
760	150 mm width X 50 mm depth X 1.6mm thick	1	EA	875.00	875.00	**Y#**

Work Order Item 00010 Basic Item Value : INR 2,150,845.00
(RUPEE TWO MILLION ONE HUNDRED FIFTY THOUSAND EIGHT HUNDRED FORTY-FIVE ONLY)
Total Tax = 387,152.10
18 % IGST - Cenvatable-(IX)
Total item value including taxes & duties : INR 2,537,997.10

Total estimated contract value excluding all tax and duties : 49,984,555.66
(RUPEES FOUR CRORE NINETY-NINE LAC EIGHTY-FOUR THOUSAND FIVE HUNDRED FIFTY-FIVE & PAISE SIXTY-SIX ONLY)

Total estimated contract value inluding all tax and duties : 58,981,775.68
(RUPEES FIVE CRORE EIGHTY-NINE LAC EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-FIVE & PAISE SIXTY-EIGHT ONLY)

*Service items marked YY under AHR column are AHR items. Any service item marked #Y or Y# confirmation is required from authorized dealing officer who shall be final authority regarding AHR declaration. However, service items marked #Y or Y# shall be treated as AHR unless confirmed Non-AHR by dealing officer.

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ANNEXURE-2

INTEGRITY PACT
(To be executed on plain paper)

Between GAIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as "Principal ").

AND

MANNU LAL & SONS
H.O. 8978, D.B. Gupta Road
Paharganj, New Delhi-110055 **(here-in-after referred to as "The Bidder/ Contractor").**

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for Modification and Renovation of NGMC at 3rd floor. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-

   i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.

   ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.

   iii) The Principal will exclude from the process all known prejudiced persons.

MANNU LAL & SONS

GAIL (India) Limited
B-35 & 36, Sec.-1, Noida-201301 (U.P.)

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:

   i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.

   iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

   v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

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

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.

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2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.

3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the C&MD, GAIL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the C&MD, GAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, GAIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.

9. The word 'Monitor' would include both singular and plural.

10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the C&MD, GAIL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

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2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

GAIL (India) Limited B-35&36, Sec.-1, Noida-201301 (U.P.)

For MANNU LAL AND SONS

(For & on Behalf of Principal)

(For & on Behalf of Bidder/Contractor)

(Authorised Signatory)

(Office Seal)

(Office Seal)

Place Noida

Date 28/2/23

Witness 1:
(Name & Address)

(RAKESH MISHRA)
101, GALINO. 15, Bhagnati Gardon Extension, New Delhi - 110059

Witness 2:
(Name & Address)

(MOHD FAIZAN)
M-61A, Abul Fazal, Jamia Nagar, Delhi- 110025

GAIL (INDIA) LIMITED

(A Government of India Undertaking)

(A Maharatna Company)

FOR PROCUREMENT OF WORKS- DOMESTIC

(Rev. 4)

(w.e.f. 11.11.2022)

TENDER NO.

GAIL/NOIDA/C&P/CIVIL/22-23/194

FOR

"MODIFICATION & RENOVATION OF NGMC AT 3RD FLOOR OF JUBILEE TOWER, GAIL NOIDA"

SECTION-I

INVITATION FOR BID (IFB)

SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: GAIL/NOIDA/C&P/CIVIL/22-23/194 **Date: 10.01.2023**

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR MODIFICATION & RENOVATION OF NGMC AT 3RD FLOOR OF JUBILEE TOWER, GAIL NOIDA.

Dear Sir/Madam,

1.0 **GAIL (India) Limited, Noida [having registered office at 16, Bhikaji Cama Place, New Delhi 110066 CIN No. L40200DL1984GOI018976],** the largest state-owned natural gas processing and distribution company and the Maharatna, invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	**MODIFICATION & RENOVATION OF NGMC AT 3RD FLOOR OF JUBILEE TOWER, GAIL NOIDA.**
(B)	TENDER NO. & DATE	**GAIL/NOIDA/C&P/CIVIL/22-23/194** **Date: 10.01.2023**
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM: ✖ TWO BID SYSTEM: ✔
(D)	TYPE OF TENDER	Through NIC portal
(E)	COMPLETION/CONTRACT PERIOD	The duration of contract/scheduled period of completion of the work in all respect under the subject contract shall be 16 Weeks from the date of issue of FOI.
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE: YES NOT APPLICABLE: NO Amount: INR 9,96,672.00. (Refer clause no.16 of ITB)

		EMD shall be INR 9,96,672.00 approx. and a declaration to be submitted by EMD exempted bidders [MSE, startups, CPSEs etc.]
(F1)	DECLARATION FOR BID SECURITY	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 11.01.2023 (18:00 Hrs, IST) to 01.02.2023 (14:00 Hrs, IST) on following websites: (i) GAIL's Tender Website – www.gailtenders.in (ii) Govt. CPP Portal - https://eprocure.gov.in (iii) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] https://etenders.gov.in/eprocure/app *[in case of e-Tendering]* *(iv)* Government E-Market (Gem) Portal *(v)* PMC, if any:
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 18.01.203 Time : 15:00 pm Venue: 17TH FLOOR CONFERENCE ROOM, GAIL INDIA LIMITED, SECTOR-1 , NOIDA If the vendor is unable to visit for pre-bid meeting, the same can be attended online at below link for Microsoft Teams:- Click here to join the meeting
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 01.02.2023 Time : 14:00
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 02.02.2023 Time : 14:00
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Sh. Ashish Goel Sr. Manager [Contracts & Procurement] Ph:9977001663 Extn: 869-11722 E-mail:ashish.goel@gail.co.in
(L)	DEALING GAIL'S OFFICE ADDRESS	GAIL (INDIA) Ltd. 17TH FLOOR, JUBILEE TOWER B-35-36,SECTOR-1 NOIDA-201301

In case of the days specified above happens to be a holiday in GAIL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.

4.0 In case of E-Tender, bid must be submitted only on https://etenders.gov.in/eprocure/app. Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS) [Annexure-IV to Section-III]:-

i) EMD/Bid Security/Declaration for Bid Security (as applicable)
ii) Power of Attorney
iii) Integrity Pact (if applicable)

5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

9.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

10.0 All bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from date of receipt of tender information.

11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.

For & on behalf of

GAIL (India) Limited

(Authorized Signatory)

ASHISH GOEL

SR. MANAGER-C&P, GAIL (INDIA) Ltd.

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. ***:*** ***…… ……***

Description ***:*** ***……***

Due Date& Time ***:*** ***……..***

From: ***To:***

…… ……	…… ……

(To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering)

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. TECHNICAL CRITERIA:

i. Bidder must comply with either of the following criteria:-

a. Experience of at least three similar work of about Rs. 235.21 Lakh in previous 7 years.

OR

b. Experience of at least two similar work of about Rs. 294.02 Lakh in previous 7 years.

OR

c. Experience of at least one similar work of about Rs. 470.43 Lakh in previous 7 years.

"Similar works" as mentioned above shall mean "Interior work for control Room/DATA center of Companies under Petroleum/Hydrocarbon, Fertilizer, Steel, Power, IT, PWD, Aviation, Port and Cement Industries".

Notes:

(i) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

(ii) The bidders must submit the completion certificate issued by end user / owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work / supply in all aspect.

B. FINANCIAL CRITERIA:

1. **Average Annual Financial Turnover:**
   The minimum Average Annual Financial Turnover of the Bidder must be Rs. 294.02 Lakh during preceding three [03] financial years.

2. **Net worth:**
   Bidder should have positive Net Worth as per the last audited financial statement.

3. **Working capital:**

Bidder should have minimum working capital of Rs. 588.04 Lakh as per the last audited financial statement.

Note:

(i) In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years.

(ii) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.

(iii) Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder." The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

(iv) **Average Annual Financial Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years. The bidders shall submit the format F-10 accordingly.

(v) **Net Worth/Working Capital:** Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year. Bidder is to submit Audited Financial Statement of immediate preceding financial year (as mentioned above) along with format F-10 accordingly for Net-worth/Working Capital.

A. Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.

(b) **BEC (Financial Criteria):**

(i) For Annual Turnover:
The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

(ii) For Net-Worth & Working Capital:
The Bill Selling (foreign exchange) Rate of State Bank of India as

prevailing on the Last date of the respective Financial Year.

(c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:
https://www.xe.com/currencyconverter
https://economictimes.indiatimes.com/markets/forex/currency-converter
https://www.oanda.com/currency/converter

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

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by GAIL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

C. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME

NOT APPLICABLE

D. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(i) Technical Criteria of BEC:
Documentary proof in the form of copy of order/ agreement along with detailed Schedule of Rates and its Completion Certificate/ Execution Certificate/ Client Certificate must be submitted along with the bid. The Completion Certificate/Execution Certificate/ Client Certificate clearly showing: Full Address of Client, officer issuing certificate, Reference of relevant work order, Actual Value of executed work, Date of actual completion and successful execution of works.

(ii) Financial Criteria of BEC:

(iii) **(a) Average Annual Financial Turnover:** Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited

Financial Statements for previous two years to last Audited Financial Year is to be submitted]

(iv) **(b) Net Worth:** Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.

(v) **(c) Working Capital:** Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.

(vi) **(d) Format for Details of financial capability of Bidder:** Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).

(vii) Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).

E. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

a. Technical Criteria of BEC:

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

b. Financial criteria of BEC:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

F. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be

considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

(i) An Agreement (*as per format enclosed at Appendix- A1* to Section II) between the bidder and the supporting company.

(ii) Guarantee (*as per format enclosed at Appendix- A2* to Section II) by the supporting company to GAIL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A* to Section II.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to* Section II), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by GAIL due to non-performance of the bidding company.

Note:

1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

2.0 The Financial BEC of tender is to be met by bidder on their own.

3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section-III (ITB).

4.0 The clause J as below shall be applicable to above supporting company also.

G. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

H. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions,

including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-II.
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. **PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

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

I. EVALUATION METHODOLOGY:

Price Bids shall be evaluated on overall lowest cost to GAIL (L-1 offer) basis i.e.

considering the total quoted price for all services. The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for the evaluation of bids.

Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the overall L-1 bidder including GST (CGST & SGST/UTGST) or IGST.

Note: Purchase preference as per MSE under PPP-12 and PPP-MII shall be applicable as per tender provision.

Notes:

In case of tie at lowest bid (L-1) position between 02 or more start-up/non-start-up bidders, following sequence of preference shall be adopted while processing the Letter of Acceptance (LOA) / Order:-

a) In case, one of the bidders is MSE owned by SC/ST Entrepreneur, then order shall be placed on such bidder.
b) In case, one of the bidders is MSME owned by Women Entrepreneur, then order shall be placed on such bidder.
c) In case, one of the bidders is MSE, then order shall be placed on such bidder.
d) Otherwise, order shall be placed on bidder having higher turnover in previous financial year

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who is registered earlier with Department Promotion of Industry and Internal Trade.

Form-I to Section II

UNDERTAKING ON LETTERHEAD

To,
M/s GAIL (INDIA) LIMITED
_____

SUB:

TENDER NO:

Dear Sir

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

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

(Bidder is to tick appropriate option [✓] above).

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

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

Place:
Date:

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

Annexure-I to Section-II

Format for Undertaking from TPIA

(on TPIA letter head duly stamped & signed)

(to be deleted by dealing officer wherever not applicable)

Ref.: Date :

To,

GAIL (India) Ltd.
……
……
……

Dear Sir,

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

Ref : Tender no. …… for ……

M/s. ……having Registered office at……intend to participate in above referred tender of GAIL (India) Ltd. having registered office at GAIL Bhawan, 16 Bhikha ji Cama Place, New Delhi.

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

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

(Signature of a person duly authorized
to Sign on behalf of the TPIA)
(Seal of the Company)
Name: ……
Contact No……

Appendix-A1 to Section II

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ___ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. GAIL (India) Limited (hereinafter referred to as GAIL) has invited offers vide their tender No. _____ for _____and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

a) M/s._____ (Bidder) will submit an offer to GAIL for the full scope of work as envisaged in the tender document as a main bidder and liaise GAIL directly for any clarifications etc. in this context.

b) M/s. _____[Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GAIL.

c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

d) This agreement will remain valid till validity of bidder's offer to GAIL including extension if any and till satisfactory performance of the contract, the same is awarded by GAIL to the bidder.

e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GAIL.

f) The bidder shall have the overall responsibility of satisfactory execution of the

contract awarded by GAIL, however without prejudice to any rights that GAIL might have against the Supporting Company

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to GAIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder) M/s.	For and on behalf of (Supporting Company) M/s.
Witness: 1) 2)	Witness: 1) 2)

Appendix-A2 to Section II

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
(to be executed on plain paper)

THIS DEED OF GUARANTEE executed at …….. this …….. day of …… by M/s …… (mention complete name) a company duly established and existing under the laws of ……. (insert country), having its Registered Office at …… hereinafter called "the Guarantor and/ or the Supporting Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s …… (bidder) a company duly established and existing under the laws of ……. (insert country), having its Registered Office at …… hereinafter called the "Bidder" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s GAIL(India) Limited, a company duly registered under the law of India having its Registered Office at 16, Bhikaiji Cama Place, R. K. Puram, New Delhi-110066, India, and having Purchase center at …… hereinafter called "GAIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS GAIL has invited tender number …… for …….. on …….., and the bidder has submitted it bid number…… in response to the above mentioned tender invited by GAIL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder .

AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the GAIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated …… as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GAIL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ……, made by the Bidder under tender number……:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on

receipt of notice of demand by the GAIL , take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GAIL and duly perform the obligations of the Bidder to the satisfaction of the GAIL.

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GAIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between GAIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GAIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GAIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GAIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GAIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

   OR
   (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

   In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to GAIL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company,

in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GAIL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)
M/s _____

Signature_____
Name_____
Designation _____
official seal_____

Witness:
1.Signature_____
Full Name _____
Address_____

2.Signature_____
Full Name _____
Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

Appendix-A2A to Section II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

"Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject."

The above certificate should be enclosed alongwith the Guarantee.

Appendix-A3 to Section II

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY / SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

To, M/s GAIL (India) Limited _____	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "SUPPLIER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ (herein after called CONTRACT) for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL" which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the SUPPLIER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the SUPPLIER for successful completion of the contract as mentioned above, entered between GAIL and the SUPPLIER and GAIL having agreed that the 'SUPPORTING COMPANY' shall furnish to GAIL a
performance guarantee for Indian Rupees/US$ ..... towards providing complete
financial and other support to the SUPPLIER for successful completion of the contract as mentioned above,

The said M/s._____ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____
(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words)_____) without any demur, reservation,

contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GAIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GAIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.

4. The Bank further agrees that GAIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of GAIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till GAIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GAIL or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

11. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the

last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:
Name …….
Designation ……..

Yours faithfully,

_____
Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank
E-mail :
Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING
"PERFORMANCE SECURITY / SECURITY DEPOSIT " BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.

3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**LOA / PO NO.**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

SECTION-III

INSTRUCTION TO BIDDERS

(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)

SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)

[A] – GENERAL

1 SCOPE OF BID

1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Invitation For Bid (the "**Tender Document /Bid Document")** issued by Employer. Employer/Owner/GAIL occurring herein under shall be considered synonymous.

1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.

1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 The Bidder is not put on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GAIL by the bidder.

It shall be the sole responsibility of the bidder to inform GAIL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

(i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

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

2.7 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

a) **In case of Proprietorship:** by Proprietor

b) **In case of Partnership:** by all Partners or Managing Partner

c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP

d) **In case of Public / Limited Company:** PoA in favourof authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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

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

3 <u>BIDS FROM "CONSORTIUM</u>" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)) *[dealing officers to also add/delete cl.no.2.7 above - POA clause in case of Consortium]*

3.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium shall submit the Agreement as per the format F-11 clearly defining the scope and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium).

3.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.

3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.

3.4 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium proposes any alteration/ changes in the orientation of consortium or

replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection.

3.5 Any member of the consortium/ shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5..

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges,

translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, GAIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against GAIL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications, Scope of Work and Drawing *[Dealing Officer to modify]*
- Section-VII : Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet).

*** General Conditions of Contract – Works is available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp). Further, Hindi version of GCC is available on the GAIL's tender website for reference. However, in case of any discrepancy in English & its Hindi translation, for interpretation and legal aspects, the English version shall prevail.

For participation in e-tender, instructions are mentioned at Annexure-III to Section-III.

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding

Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing by email at GAIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. GAIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GAIL may respond in writing to the request for clarification. GAIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal / communicated to prospective bidders by e-mail.

8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.

9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GAIL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF MANUAL TENDERING

In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

(a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
(b) 'Bidder's General Information', as per 'Form F-1'.
(c) Copies of documents, as specified in tender document
(d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format .
(e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
(f) 'Agreed Terms and Conditions', as per 'Form F-5'
(g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
(h) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
(i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
(j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB. Declaration for Bid Security as per provision of ITB.
(k) ~~Undertaking as per *Form-1 to Annexure-V to Section-III* by MSE bidders and Class-I Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.~~
(l) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-V to Section-III* ***(Applicable for all bidders irrespective of seeking purchase preference or not)***.
(m) Undertaking as per *Form-I to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
(n) All forms and Formats including Annexures
(o) 'Integrity Pact' as per 'Form F-14'
(p) 'Indemnity Bond' as per 'Form F-15'
(q) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
(r) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
(s) Any other information/details required as per Bidding Document

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

11.1.2 ENVELOPE-II: Price Bid

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

iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.

iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.1.3 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

11.2 **IN CASE OF E-TENDERING:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Bidders manual kit and FAQs available in e-tender portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e-tender portal (https://etenders.gov.in/eprocure/app) as follows:-

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security/Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the technical bid in the e-tender portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to upload in Financial bid in the e-tender portal.

11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12 BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.

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

12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.7 Bidder shall also mention the **Service Accounting Codes** (SAC) / **Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 GST (CGST & SGST/ UTGST or IGST)

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor only. Contractor providing taxable service shall issue an e-Invoice/Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.
Payments to Contractor for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GAIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from

GAIL to the government exchequer, then, that Contactor shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST),** other than due to change in turnover, payable on the contract value during contract period, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case GAIL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Contractor's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case GAIL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GAIL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.5 Where GAIL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/GAIL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/GAIL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where GAIL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.6.1 Owner/GAIL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

13.7 GAIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not registered yet.

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where GAIL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid

document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document..

13.8 In case GAIL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where GAIL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GAIL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GAIL or ITC with respect to such payments is not available to GAIL for any reason which is not attributable to GAIL, then GAIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GAIL to Contractor / Supplier.

13.9 Contractor shall ensure timely submission of correct invoice(s) /e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GAIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.

If input tax credit is not available to GAIL for any reason not attributable to GAIL, then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the Contractor under this contract or under any other contract.

13.10 **Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Contractor may note the above and quote their prices accordingly.

13.11 In case the GST rating of contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GAIL. Further, in case rating of bidder is negative / black listed after award of work, then GAIL shall not be obligated or liable to pay or reimburse GST to such c and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GAIL.

13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

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

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

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

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

13.14 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Contractors, as per the provisions of the GST law / Rules, Contractors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

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

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by GAIL as no ITC is allowed on such invoices. Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to GAIL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-17 along with documents for release of payment.

13.16 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.17 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of GAIL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of GAIL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of GAIL.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GAIL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD / Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

16.1 Bid must be accompanied with earnest money **(i.e Earnest Money Deposit (EMD)** also known as **Bid Security)** in the form of **'Demand Draft'** / **'Banker's Cheque' / 'Insurance Surety Bond' / 'Fixed Deposit Receipt' [**in favour of **GAIL (India) Limited** payable at place mentioned in **BDS]** or **'Bank Guarantee'** strictly as per the format given in form F 2 of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **'Bank Guarantee'** should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of **'Demand Draft'** or **'Banker's Cheque'** should be valid for three months**.**
Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GAIL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.

16.3 GAIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GAIL as non-responsive.

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

(a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
(b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
(c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).

(d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.

(e) In the case of a successful Bidder, if the Bidder fails to:

(i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",

(ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"

(iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract."

16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A DECLARATION FOR BID SECURITY

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING (IF APPLICABLE)

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III to Section III).

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GAIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GAIL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GAIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

(a) Firm Price
(b) Earnest Money Deposit / Bid Security/ Bid Security declaration, as applicable
(c) Specifications & Scope of Work
(d) Schedule of Rates / Price Schedule / Price Basis
(e) Duration / Period of Contract/ Completion schedule
(f) Period of Validity of Bid
(g) Price Reduction Schedule
(h) Contract Performance Security
(i) Guarantee / Defect Liability Period
(j) Arbitration / Resolution of Dispute/Jurisdiction of Court
(k) Force Majeure & Applicable Laws
(l) Integrity Pact, if Applicable
(m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 E-PAYMENT

GAIL (India) Limited has initiated payments to Contractors electronically, and to facilitate the payments electronically through **'e-banking'**.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.

21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT / REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.

22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time, as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.

22.3 GAIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In which case all rights and obligations of GAIL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on e-tender portal / communicated to the bidders.

23 LATE BIDS

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of e-tendering, e-tendering system of GePNIC shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by GAIL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

2.3.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 **IN CASE OF E- TENDERING**

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.1.2 **IN CASE OF MANUAL BIDDING**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by GAIL prior to the deadline for submission of bid.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :…."/ communication regarding withdrawal of bid with "Tender Document number :…."/ must reach concerned dealing official of GAIL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

25.1 GAIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for GAIL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GAIL shall respond quickly.

25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by GAIL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

i) Only a bidder who has participated in tender can make such representation

ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

25.3 However, following decisions of GAIL shall not be subject to review:

a) Determination of the need for procurement;

b) Selection of the mode of procurement or bidding system;

c) Choice of selection procedure;
d) Provisions limiting participation of bidders in the procurement process;
e) The decision to enter into negotiations with the L1 bidder;
f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 ***Unpriced Bid Opening :***
GAIL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

26.2 ***Priced Bid Opening***:

26.2.1 GAIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be are to be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE EMPLOYER

28.1 From the time of bid opening to the time of contract award, no bidder shall contact GAIL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence GAIL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the GAIL's procedure for action in case Corrupt /

Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The employer's's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

(a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
(b) Has been properly signed;
(c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration ';
(d) Is substantially responsive to the requirements of the Bidding Documents; and
(e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

a) "Deviation" is departure from the requirement specified in the tender documents.
b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.

29.3 A material deviation, reservation or omission is one that,

a) If accepted would,
   i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
   ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria

iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or

v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the GAIL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/Schedule of Rates (SOR) will be corrected by the Employer as follows:

(i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.

(ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.

(iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct

(iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

(v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

33 COMPENSATION FOR EXTENDED STAY *[FOR APPLICABILITY OF THIS CLAUSE REFER BDS]*:-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure V to ITB herewith.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GePNIC portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection made on GePNIC portal.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", GAIL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

"GAIL intent to place the contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed".

GAIL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GAIL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GAIL and successful Bidder (i.e. Contractor). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GAIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".

36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GAIL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16"

36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.

36.5 GAIL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GAIL.

37 SIGNING OF AGREEMENT

37.1 The successful Bidder/Contractor shall be required to execute an 'Agreement' (in case the individual contract value as specified in Notification of Award is more than INR 10 Lakhs exclusive of GST) in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of ' State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit / Action as per Bid Security declaration.

37.3 Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GAIL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or or Insurance SuretyBond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

CPBG/SD/CPS shall be submitted within 30 days from the date of Award/FOA. In the event of delay of submission of the same then, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (*applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/Notification of award*) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/Award.

However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.
Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.

38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to GAIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GAIL.

38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "**Security Deposit/ Contract Performance Security against FOA/DLOA no. _____ (contractor to specify the FOA/DLOA No.)**" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.

38.8 The Contractor will also submit covering letter along with CPS as per format at F-4.

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

38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

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

39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)

39.3 Name and contact details of nodal officer- Refer BDS for details

39.4 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Contractors / Bidders indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I to Section-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Contractors/Bidders.

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). The following benefit is available in case of work contract also:

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid Security.

40.2 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change"

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefit.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

40.3 If against an order placed by GAIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.2 with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.4 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

40.5 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.6 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. GAIL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TREDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

40.7 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006

41 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

I) Rates as per SOR, quoted by the Contractor.

II) Rate of the item, which shall be derived as follows:

a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

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

43.3 **TDS**

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

(ii) **Higher rate of TDS for non-filers of ITR**

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction or as amended from time to time.

Accordingly, contractor should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs or as amended from time to time. As provided in the notification, in case contractor do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of contractor shall be processed only after fulfilment of above requirement

44 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, GAIL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge

(EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

In case issue is not resolved by above, Supplier may submit their issue(s) to Vendor Grievance Portal "Samadhan", which will be addressed by GAIL within 15 days. The Samadhan Portal is available at https://gailebank.gail.co.in/grievance/welcome.aspx .

Accordingly, the methodology for resolution of issue(s)/ grievance (s) of Vendor/Supplier shall be as under:

(i) Any issue should be first referred to EIC for LOA/contracts/ Dealing C&P Executive for Purchase Orders.

(ii) In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal-"Samadhan".

(iii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in GAIL. This option is available two times to vendor.

(iv) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract.

(v) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time as per clause no. 44.1, may be referred for conciliation in accordance with GAIL Conciliation Rules 2010 as amended from time to time A copy of the said rules have been made available on GAIL's web site i.e www.gailonline.com.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, GAIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator

within 30 days from the receipt of the communication from GAIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GAIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GAIL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ''Delhi International Arbitration Centre'.

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.

b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3. **GOVERNING LAW AND JURISDICTION**:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45. <u>DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS</u>

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

GAIL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

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

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) ***[FOR APPLICABLITY REFER BDS]***

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section -II.

Further, the Startups are also exempted from submission of EMDs (if applicable).

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

PRS is the reduction in the consideration / contract value for the services covered under this contract. In case of delay in execution of contract, service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If service provider has raised the invoice for full value, then service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.
In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GAIL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.
In case any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of service provider. GAIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the service provider under this contract or under any other contract.

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.
However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

52. ANJANI PORTAL

GAIL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.
Accordingly, GAIL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: https://gailebank.gail.co.in/MBAutomation/frmlogin.aspx). Accordingly, Contractor/

Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.
Further, User Manual is also available on aforesaid portal.

53. **DOCUMENTS FOR PAYMENT**:

Payment terms shall be as mentioned in GCC-Works/SCC.

However, for release of payment, Contractor is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

Further, GAIL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Contractor/ Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

54. **ORDER TRANSMITTAL SYSTEM:**

The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.

Supplier/Contractor is requested to visit https://gailonline.com/home.html and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal For Suppliers)) or https://gailebank.gail.co.in/GOGA_AUDIT/frmUserLogin.aspx.

Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.

55. SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)-Works:

(i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
(ii) Sub-contracting by the contractor without the approval of GAIL shall be a breach of contract, unless explicitly permitted in the contract.
(iii) However, If specified in SCC Sub-contracting for Specialized Items of Work is allowedupto certain percentage of work

Annexure-I to Section-III

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

A Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Director" concerned.

A.8 "Allied Agency" shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:

a) Whether the management is common;
b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;
c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
e) All successor agency will also be considered as allied agency.

A.9 "Investigating Agency" shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding GAIL's rights of audit or access to information.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.
Further, such agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) **During execution of contract:**

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

(i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.

(ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of GAIL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, GAIL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.
Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order

1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in GAIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GAIL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. . In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1..

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

(i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

(iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GAIL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1. .

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Annexure-II to Section III

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

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.
Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.
The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GAIL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

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

iv) Implementation of Corrective Measures:
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GAIL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants :

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

ii) Orders for Misc./Administrative items/ Non stock Non valuated items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

5.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
   - **(a) First Instance: Holiday (Red Card) for One Year**
   - **(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
   - (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
   - **(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
   - **(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

(a) **First instance**: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

(c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is "FAIR":
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

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

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action shall be initiated by EIC:

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)
Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

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

(a) First Instance: Holiday (Red Card) for One Year

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

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

(a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.

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

(c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

(a) **First instance**: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

(c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is "FAIR"
Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1..

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GAIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

11. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.

Annexure-1

GAIL (India) Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

i) Project/Work Centre :
ii) Order/ Contract No. & date :
iii) Brief description of Items Works/Assignment :
iv) Order/Contract value (Rs.) :
v) Name of Vendor/Supplier/ Contractor/ Consultant :
vi) Contracted delivery/ Completion Schedule :
vii) Actual delivery/ Completion date :

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

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note :
(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
(*) Allocation of marks should be as per enclosed instructions
(**) Performance rating shall be classified as under :

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

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

	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

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

1.3 RELIABILITY PERFORMANCE **20 Marks**

A.	**FOR WORKS/CONTRACTS**	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	**FOR SUPPLIES**	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-2

GAIL (India) Limited
PERFORMANCE RATING DATA SHEET
(FOR O&M)

i) Location :
ii) Order/ Contract No. & date :
iii) Brief description of Items Works/Assignment :
iv) Order/Contract value (Rs.) :
v) Name of Vendor/Supplier/ Contractor/ Consultant :
vi) Contracted delivery/ Completion Schedule :
vii) Actual delivery/ Completion date :

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :
(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
(*) Allocation of marks should be as per enclosed instructions
(**) Performance rating shall be classified as under :

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

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

	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

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

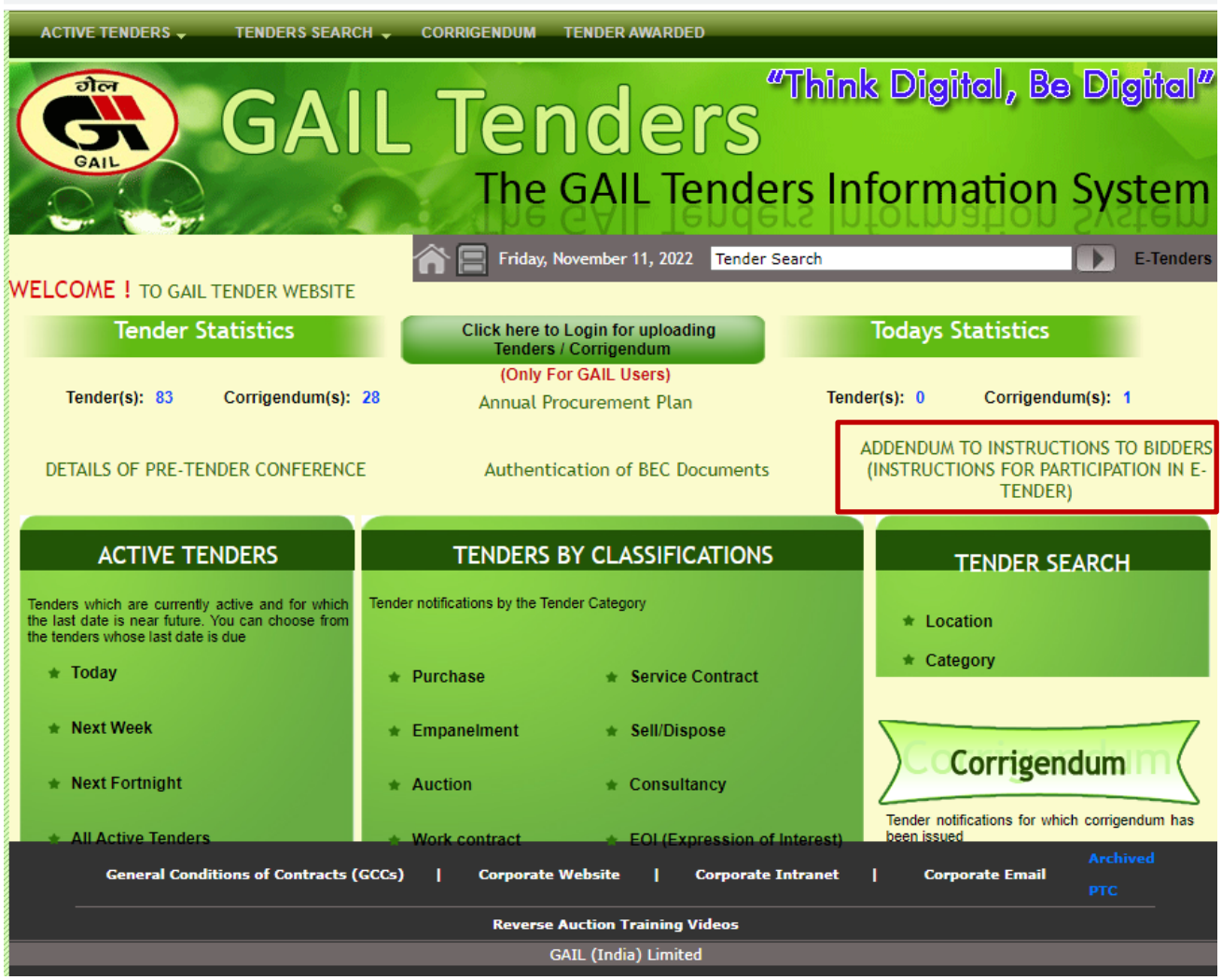
1.3 RELIABILITY PERFORMANCE **20 Marks**

A.	**FOR WORKS/CONTRACTS**	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	**FOR SUPPLIES**	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-III to Section-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

Detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal) is available on https://gailtenders.in/Gailtenders/Home.asp as detailed below



ANNEXURE-IV to Section-III

BIDDING DATA SHEET (BDS)

(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	**Description**
1.1	The Employer/Owner is: GAIL (India) Limited
2.1	The name of the Works/Services to be performed is: **Works contract against Modification & Renovation Of NGMC at 3rd Floor of Jubilee Tower, GAIL Noida**
3	BIDS FROM CONSORTIUM/ JOINT VENTURE APPLICABLE ✖ NOT APPLICABLE ✔
B. BIDDING DOCUMENT	
ITB clause	**Description**
8.1	For **clarification purposes** only, the communication address is: **ashish.goel@gail.co.in**
C. PREPARATION OF BIDS	
ITB clause	**Description**
11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers Duly signed complete tender document with all its formats duly filled & signed and Required documents as per Bid evaluation Criteria (Section-II)
12	Additional Provision for Schedule of Rate/ Bid Price are as under: NIL
12 & 13	Whether GAIL will be able to avail input tax credit in the instant tender YES ✔ NO ✖ Details of Buyer: Services to be rendered at: GAIL (India) Limited **NOIDA** PAN No.: AAACG1209J GST no.: 09AAACG1209J1ZU GAIL Bank details: *[Enter details]*

14	The currency of the Bid shall be INR
15	The bid validity period shall be 3 Months from final 'Bid Due Date'.
16.1, 16.10 and 38.6	In case **'Earnest Money / Bid Security' or "Contract Performance Security"** is in the form of **'Demand Draft'** or **'Banker's Cheque' or 'Insurance Surety Bond' / 'Fixed Deposit Receipt'**, the same should be favor of **GAIL (India) Limited**, payable at **Noida** In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GAIL's Bank account are as under: **Account Holder's Name:** GAIL (India) Limited **Account no.:** 32778502099 **Bank's Name:** State Bank of India, Sector-2, Noida, Uttar Pradesh - 201301 **IFSC Code:** SBIN0005936 Bidder to mention reference no. "EMD/……." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/……." in narration while remitting the CPS amount in GAIL's Bank Account.

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22.3, 26 and 4.0 of IFB	For **bid submission purposes** only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and **Bid Opening Purpose** the Owner's address is : GAIL (INDIA) Ltd. 17TH FLOOR, JUBILEE TOWER B-35-36,SECTOR-1 NOIDA-201301

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II.
33	Compensation for Extended Stay: APPLICABLE ✖ NOT APPLICABLE ✔
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017

F. AWARD OF CONTRACT

ITB clause	Description

37	State of India of which stamp paper is required for Contract Agreement: UP_____
38	Contract Performance Security/ Security Deposit APPLICABLE ✔ NOT APPLICABLE ✖ The value/ amount of Contract Performance Security/ Security Deposit: SD / CPBG @ 3% of total contract value and valid upto 3 months beyond total contract period and DLP, if any within 30 days of FOA/notification of award. CPBG/SD/CPS shall be submitted within 30 days from the date of Award/FOA. In the event of delay of submission of the same then, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (*applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/Notification of award*) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/Award.
39.2	Name and contact details of nodal officer are as under: Sh. SK Gupta ,CGM (C&P) Email: sk.gupta@gail.co.in
41	Provision of AHR Item : APPLICABLE ✔ NOT APPLICABLE ✖
44.1	Quarterly Closure of Contract APPLICABLE ✔ NOT APPLICABLE ✖
Clause no. 27.3 of GCC	Bonus for Early Completion: APPLICABLE ✖ NOT APPLICABLE ✔
49	Applicability of provisions relating to Startups: APPLICABLE ✖ NOT APPLICABLE ✔
53	Applicability of provisions relating to Order Transmittal System:

	APPLICABLE	✔
	NOT APPLICABLE	✖
SCC	Documents required for accepting the Works: Refer of SCC.	

ANNEXURE-V TO SECTION-III

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

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 DEFINITIONS:-

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'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%.

(iii) **L1** mean 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 tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(vi) **Procuring Entity** means GAIL (India) Limited (GAIL)

(vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

(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', shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

(d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

(a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.

(b) In the procurements of goods or works which are cover by para 5 (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:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a '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 L1 price for the remaining 50% quantity subject to the 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 L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 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 L1 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.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of 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:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 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 falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the 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.

iv. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

i) 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 the 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 supplier' 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.

ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', 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 supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e.

either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

(i) Public Procurement Policy for MSE 2012
(ii) Public Procurement (Preference to Make in India), Order 2017

8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)
L3 bidder is MSE bidder (prices within 15%)
MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)
L3 bidder is MSE bidder (within 15%)
MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)
L3 bidder is MSE bidder (within 15%)
L4 bidder is MSE bidder (within 15%))

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.

c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Auhtority who is empowered to look into procurement related complaints.

d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with GAIL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

e. In case of false declarations, GAIL shall initiate action for banning such manufacturer/supplier/service provider as per as per GAIL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.

g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

FORM-1

UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR MSEs and CLASS-I LOCAL SUPPLIER ONLY)

NOT APPLICABLE

FORM-2

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

M/s GAIL (INDIA) LIMITED
_____

SUB:
TENDER NO:

Dear Sir

We, M/s_____ ***(Name of Bidder)*** confirm that as per the definition of policy we are:

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

It is further confirm that M/s_____ ***(Name of Bidder)*** meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of ……%.

The details of the location (s) at which the local value addition is made is as under:

……
……...
……

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and GAIL will take action as per provision of tender document.

Place:
Date:

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

FORM-3

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

M/s GAIL (INDIA) LIMITED
_____

SUB:
TENDER NO:

Dear Sir

"We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s._____ (***Name of the bidder***) hereby certify that as per definition specified in policy, M/s._____ (***Name of the bidder***) is

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

It is further confirm that M/s_____ ***(Name of Bidder)*** quoted vide offer No. _____ dated _____ against tender No._____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of ……% .

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.

Note:

(i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)

(ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY "
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING FORMAT
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS (FAQs)
F-17	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-18	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GAIL (INDIA) LIMITED
_____

TENDER NO:

1	Bidder Name	M/s……..
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify:_____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed	
		City:
		District:
		State:
		PIN/ZIP:
7	Office responsible for executing the contract with GST no. * (In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number/ Mobile no. of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Mobile Number:	

12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)
	Whether MSE is owned by Women	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)
	Whether payment is required through TReDS	Yes / No *If Yes, please provide the name of portal* ……
18	Whether Bidder is Startups or not	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.50*)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: * *GAIL intent to place the contract directly on the address from where Works are to be supplied. In case, bidder wants contract at some other address or Works are to supplied from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed.*

.

Place:
Date:

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

FORMAT F-2

PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

To, M/s GAIL (India) Limited _____	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for_____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid].If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …….
Designation ……..

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.

2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".

3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB:Clause-16.2".

4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".

5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued as per proforma provided below.

6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence or in the Bank Guarantee itself.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**TENDER NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

FORMAT F-2A

DECLARATION FOR BID SECURITY

To,

M/s GAIL (INDIA) LIMITED
_____

SUB:
TENDER NO:

Dear Sir

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

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

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the GAIL during the period of bid validity:
  (i) fail or refuse to execute the Contract, if required, or
  (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:
Date:

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

F-3

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening']

Ref: Date:

To,
M/s GAIL (INDIA) LIMITED
_____

SUB:
TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', and 'Price Bid Opening' against the above Tender Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell:
E-mail: …….. @ ……

[2] Name & Designation _____ Signature _____
Phone/Cell:
E-mail: …….. @ ……

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

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

Note:

(i) This "Letter of Authority" should be on the **"letterhead"** of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.

(ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening.

F-4

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s GAIL (India) Limited _____	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide LOA /FOA No. _____dated_____ for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, in case of default.

The said M/s._____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL in such manner as GAIL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any

dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the contractor and notwithstanding any security or other guarantee that GAIL may have in relation to the contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

10. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …….
Designation ……..

Yours faithfully,

_____
Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence OR in the Bank Guarantee itself.
5. Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**PURCHASE ORDER/ LOA NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

F-5

AGREED TERMS & CONDITIONS

To,

M/s GAIL (INDIA) LIMITED

_____

SUB:
TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of GAIL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : GAIL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted **GST (CGST & SGST/ UTGST or IGST)** in Price Schedule/ SOR of Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of **GST (CGST & SGST/UTGST or IGST)** If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST**)** in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder have furnished EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] **OR** Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of GAIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of GAIL or their relative is a partner.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	supplies in all respect within the scheduled time frame and quoted price.	
22.	Bidder hereby confirms that they are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of GAIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GAIL by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract – Works available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of GAIL [available on GAIL's website (www.gailonline.com)] and shall not indulge themselves or allow others (working in GAIL) to indulge in fraudulent activities and that they would immediately apprise GAIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GAIL is liable to be treated as crime and dealt with by the procedures of GAIL as applicable from time to time.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13.13 of Section-III.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:
Date:

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

F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail to concerned executive in GAIL issued the tender, by filling up the Format)

To,

M/s GAIL (INDIA) LIMITED

_____

SUB:
TENDER NO:

Dear Sir,

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

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

  Postal Address with Pin Code: .....
  Telephone Number : .....
  Contact Person : .....
  E-mail Address : .....
  Mobile No. : .....
  Date : .....
  Seal/Stamp : .....

- We are unable to bid for the reason given below:

  Reasons for non-submission of bid:

_____

Agency's Name : .....
Signature : .....
Name : .....
Designation : .....
Date : .....
Seal/Stamp : .....

F-7
BIDDER'S EXPERIENCE

To,

M/s GAIL (INDIA) LIMITED
_____

SUB:
TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. *Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)*	Value of Contract/Order (*Specify* Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

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

Note: As per cl.no.D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

F-8 (A)
CHECK LIST

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD / Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly□Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
~~5.0~~	~~Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and Class I Local supplier).~~		
6.0	Confirm that Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-V*		

	to Section-III are submitted. (Applicable for all bidders ~~including MSEs bidders~~)		
7.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

[dealing officer may add extra provisions as per requirement of specific tender]

Place:
Date:

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

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
	Technical BEC				
1.	**Experience**	***AS PER BEC CLAUSE SECTION-II***		Yes/No	
2	**Experience of bidder acquired as a subcontractor**	Certificate from End User		Yes/No	
3.	**Job executed for Subsidiary / Fellow subsidiary/ Holding company.**	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
4.	**Any other technical criteria in BEC**	***AS PER BEC CLAUSE SECTION-II***		Yes/No	
	Financial BEC				

1.	**Average Annual Turn Over**	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.	Submitted (*Mention specific year……*)	Yes/No	
2.	**Net Worth**	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (M*ention specific year ……*)	Yes/No	
3.	**Working Capital**	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted (*Mention specific year……*) Submitted/ Not Applicable *(Bidder to tick appropriate option)*	Yes/No	
4.	**Format for Details of financial capability of Bidder**	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

[

Place:
Date:

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

F-9

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. GAIL (India) Limited

Dear Sir,

This is to certify that M/s …….. (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for GAIL's Tender No. ..... dated …… for ……..(Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s …….. (name of the Bank with address) confirms availability of line of credit to M/s …….. (name of the Bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for …… (Name & address of Bank)

(Authorized signatory)
Name of the signatory:
Designation :
Email Id :
Contact No. :
Stamp

Note:
This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

F-10

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s…… (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	**Year _____**
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	**Year _____**
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

Refer Instructions

Note:

1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.

3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.

2. The financial year would be the same as one normally followed by the bidder for its Annual Report.

3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

4. For the purpose of this Tender document:

   (i) **Annual Turnover** shall be "Revenue from Operations" as per Profit & Loss account of audited annual financial statements
   (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
   (iii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation.

   In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**

6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

(Page 2 of 2)

(TO BE INCLUDED ONLY WHERE CONSORTIUM ARE ALLOWED)

F-11
FORMAT FOR CONSORTIUM AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONSORTIUM/JV AGREEMENT

This Consortium Agreement executed on this ….. Day of ……. Between M/s ……, a company incorporated under the law of …… and having its registered/principal office at…….. (herein after called the '"Member-I'/ 'Lead Member' which expression shall include its successors, executors and permitted assigns) and M/s ……., a company incorporated under the laws of …….., and having its registered/principal office at …….. (herein after called the 'Member – II'/ 'Second Member' which expression shall include its successors, executors and permitted assigns) ……. 'and M/s ……., a company incorporated under the laws of …….., and having its registered/principal office at …….. (herein after called the 'Member – III'/ 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no…… for the work of ……
(Name of Project) of **M/s ……. (herein after called the 'Owner').**

WHEREAS, the Owner invited bids vide its bid document no. …… for the work of …….

AND WHEREAS as per tender documents, Consortium entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium bidder shall provide in its bid a Consortium Agreement in an acceptable format in which the Members to the Consortium are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated …….. based on the Consortium Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium hereby confirm that the name and style of the Consortium shall be …… Consortium.

2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium (if selected by the Owner),we the Members to the Consortium, hereby agree that the Member-I (M/s……) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium and the entire execution of the Contract.

3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.

4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.

5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.

6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.

7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**APPENDIX I'** to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.

8. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Delhi shall have exclusive jurisdiction in all matters arising thereunder.

9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.

10. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.

~~11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.~~

12. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
……..
Signature ……..
Designation

For M/s. (…….. Member
……
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
……..
Signature ……..
Designation

For M/s. (…….. Member-II
……
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
……..

For M/s. (…….. Member-III
……
(Signature of authorised Representative)

Name:

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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s GAIL (INDIA) LIMITED

Sub :

Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GAIL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-13

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :

2. Vendor/customer Code:

3. Vendor /customer Address:

4. Vendor/customer e-mail id:

5. Particulars of bank account
   a) Name of Bank
   b) Name of branch
   c) Branch code:
   d) Address:
   e) Telephone number:
   f) Type of account (current/saving etc.)
   g) Account Number:
   h) RTGS IFSC code of the bank branch
   i) NEFT IFSC code of the bank branch
   j) 9 digit MICR code

I/We hereby authorize GAIL(India) Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GAIL (India) Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ---------- has an Account no. ---------- with us and we confirm that the details given above are correct as per our records.
Bank stamp

Date (Signature of authorized officer of bank)

INTEGRITY PACT

(TO BE INCLUDED IN TENDER WITH ESTIMATED VALUE MORE THAN RS. 1 CRORE)

(IP signed by GAIL's executive shall be made part of tender document)

F-14
INTEGRITY PACT

INTRODUCTION:

GAIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with GAIL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GAIL.

b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.

c) The counterparty will not pass GAIL's confidential information to any third party unless specifically authorized by GAIL in writing.

d) The Counterparties shall promote and observe best ethical practices within their respective organizations.

e) The Counterparty shall inform the Independent External Monitor.

i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;

ii) If it comes to know of any unethical or illegal payment / benefit;

iii) If it makes any payment to any GAIL associate.

f) The Counterparty shall not make any false or misleading allegations against GAIL or its associates.

II VIOLATIONS & CONSEQUENCES:

a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. Further, GAIL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

INDEPENDENT EXTRNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by GAIL, in terms of Integrity Pact(IP) which forms part of GAIL Tenders / Contracts.

i) Shri Ajit Mohan Sharan (email id : ams057@gmail.com)
ii) Shri Sanjeev Behari (email id : saloni_behari@yahoo.co.in)
iii) Shri Deepak Kashyap, (email id : deepakkashyapnd02@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender/ contract. "The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Sri Ajit Mohan, Email ams057@gmail.com, Sri Sanjeev Behari, Email saloni_behari@yahoo.co.in, Sri Deepak Kashyap, Email : deepakkashyapnd02@gmail.com or with CC to them through their Nodal Officer- Shailendra Chaurasia, DGM (C&P)- Email skchaurasia@gail.co.in, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and GAIL authorities concerned for their disposal as per extant guidelines."

ANNEXURE-2

INTEGRITY PACT
(To be executed on plain paper)

Between GAIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as "Principal ").

AND

_____(here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for_____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-

i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.

ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.

iii) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:

i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.

iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

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

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.

3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the C&MD, GAIL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the C&MD, GAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, GAIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.

9. The word 'Monitor' would include both singular and plural.

10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the C&MD, GAIL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

----------	----------
(For & on Behalf of Principal)	(For & on Behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)

Place ----------
Date ----------

Witness 1:
(Name & Address) ……
……
……

Witness 2:
(Name & Address) ……
……
……

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INDEMNITY BOND

WHEREAS GAIL (India) Ltd. (hereinafter referred to as "**GAIL**") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi 110066 has entered into a contract with M/s*……. (hereinafter referred to as the "**Contractor"**) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *…….. and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the '**CONTRACT'** which expression shall include all amendments, modifications and / or variations thereto.

GAIL has also advised the Contractor to execute an Indemnity Bond in general in favour of GAIL indemnifying GAIL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of GAIL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against GAIL under or in relation to this contract. The Contractor undertakes to compensate and pay to GAIL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by GAIL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with GAIL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of GAIL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GAIL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GAIL are settled by the Contractor and/or GAIL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the

Contractor and the same stands valid.

SIGNED BY :

For *[Contractor]*

Authorised Representative

Place:

Dated:

Witnesses:
1.
2

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on Govt. e-Procurement System of National Informatics Center (NIC) https://etenders.gov.in/eprocure/app
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

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

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

To,
M/s GAIL (INDIA) LIMITED
……

SUB: ……
PO NO: …….

Dear Sir,

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

(i) Applicable to us [ ]

(ii) Not Applicable to us [ ]

(Supplier is to tick appropriate option [✓]above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by GAIL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to GAIL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

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

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NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Supplier/Vendor]

We, _____, a company incorporated under the laws of India/ a Consortium between *___ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *___ and *___ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by GAIL (India) Ltd. in reference to Tender No. _____ dated _____ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from GAIL (India) Ltd.

We further absolve GAIL (India) Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with Seal of Supplier/Vendor

Dated:

SECTION-IV

General Conditions of Contract-Goods (GCC-Works)

Available on GAIL's Tender website (http://gailtenders.in/Gailtenders/gccs.asp)

https://gailtenders.in/Gailtenders/gccs.asp

SECTION-V
SPECIAL CONDITIONS OF CONTRACT [SCC]

MODIFICATION & RENOVATION OF NGMC AT 3RD FLOOR OF JUBILEE TOWER, SECTOR-1 , NOIDA

1.0 GENERAL:

1.1 All interpretation and priority of the contract documents shall be as per **GCC(WORKS) Section IV.** This SCC document shall be read in conjunction with the SCC Clauses mentioned at **GCC(WORKS) Section IV and ANNEXURE TO SCC (STANDARD CONDITIONS OF SCC) PART- II to V as enclosed herewith.**

1.2 All other points/clauses not mentioned specifically in the SCC shall be governed as per relevant clauses of GCC and ITB of the Contract/Tender documents.

2.0 DEFINITIONS

All definitions/terms shall be as per **GCC (WORKS) Cl. Section I. and as specified elsewhere.**

3.0 DURATION OF CONTRACT:

The duration of contract/scheduled period of completion of the work in all respect under the subject contract shall be **16 Weeks from the date of issue of FOI.**

4.0 MOBILIZATION PERIOD

No mobilization time shall be given by GAIL (India) Limited for the subject work.

5.0 PRICE BASIS AND FACTORS TO BE TAKEN INTO ACCOUNT WHILE QUOTING THE RATE AGAINST SOR ITEMS.

5.1 Contractor/Bidder shall carefully read the BEC, GCC, SCC, SOW and SOR as they constitute the Compete Tender documents in terms of C&P Procedure, as they are independent of each other. Contractor/Bidder is solely responsible for payment of minimum wages as per statutory notifications and directions including ensuring welfare and health of the resources/manpower deployed by him for discharge of the services specified in the SOR/Scope of Work and elsewhere in the tender documents and therefore the rates quoted against the SOR items should factor in all costs for discharge of services as per Scope of Work inclusive of cost of tools & tackles and consumables, including profits and overheads etc. The various regulations for labour/statutory rules as mentioned in GCC, ITB, SCC and **are to be complied as a minimum, including health safety and environment laws/guidelines as per GCC/ITB.**

5.2 The Bids against respective SOR ITEMS is to be submitted separately as per the Technical BEC Criteria mentioned in the Tender Documents. The Bids shall be evaluated on overall L1 basis, subject to meeting the Technical BEC Criteria in line with scope of work.

5.3 The rates quoted against SOR Items shall remain firm and valid for the complete duration of the contract. All work shall be performed as per Scope of Work, Technical Specifications and SCC of

the Tender. No extra/additional amount shall be payable/admissible whatsoever, during the currency of the contract other than the rates quoted against SOR Items, except for any statutory variation in taxes and duties as per govt. rules/guidelines, which shall be payable extra over and above the quoted rates as applicable from time to time. All taxes, duties, statutory variations etc. shall be governed as per relevant **GCC and ITB clauses or as specified elsewhere.**

5.4 The SOR rates shall be quoted, taking into account various costs/factors as detailed below but not limited to the following. **Contractor/**Bidder is required to quote against the respective SOR Items, after considering all expenses towards discharge of the services as mentioned in the SOW/SCC/SOR and also factoring in any financial implication on account of incidental expenses, tools and tackles, general consumables, penalty clauses, overheads and profit etc. No extra amount whatsoever, shall be payable towards this other than the rates quoted against the SOR Items of the Tender. Following specific heads shall be factored in, while quoting against respective SOR items **wherever applicable.**

- Providing/Supply/Installation/Commissioning of all items/works/services as per scope of work/technical specifications of the tender, including deployment of all resources/tools/tackles etc. so as to complete the work within the scheduled completion period, and inclusive of all statutory compliances related to payment of minimum wages to the resources deployed at site.
- Provision towards Overheads and Profits, Incidental Expenses, Penalty clauses and guarantee/warranty terms etc.
- Transportation, disposal, loading/unloading/shifting of spares/scrap/materials and any associated incidental expenses etc., generated during the course of the services as per contract.
- Carrying out all fabrication/installation work as per scope of work and technical specifications.

Therefore, the contractor **while quoting the rates against respective SOR ITEMS, should factor in the various heads and costs as detailed above in brief** (but not limited to the above) and any other head as additionally envisaged, for complete discharge of the scope of services/work as per the SOW/SCC/SOR and terms and conditions of the tender.

6.0 COMPLIANCE TO TECHNICAL CRITERIA AND SUBMISSION OF DOCUMENTS IN PROOF THEREOF.

The Contractor/Bidder is required to ensure/confirm compliance to the following Technical Criteria and submit the relevant documentary evidence in support of the same.

7.0 APPLICABLE CODES, SPECIFICATIONS:

Jubilee Tower is Platinum Rated Green Building certified by LEED (IGBC). The execution of all services/work at site shall conform to the relevant Indian Standards, CPWD Specifications, Green Building norms and as per SOR/SOW or any such standards/rules notified from time to time, for quality execution of the services under the subject contract. Any other standard not mentioned

above but otherwise considered necessary for the satisfactory performance of the job shall also be applicable.

8.0 ENGINEER-IN-CHARGE'S ROLE AND STATUS:

GAIL has appointed M/s CP&DS Associates as a PMC for this work. Day to day supervision will be done by authorized representatives of M/s CP&DS Associates. The **Authorized Representative / Engineer-In-Charge (EIC)** of the contract will communicate to the Contractor or his representative as and when need arises for any change in resource / service requirement to ensure proper execution of the work as specified in the subject contract. He shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, which does not conform to the specification/scope/special terms and conditions of the contract/tender document. The Engineer in charge shall have the right to suspend the work or its part thereof at any time, in the event that the work carried out is found shoddy/not up-to the mark and in such a case no claim whatsoever on this account will be entertained. In case of any dispute, the contractor may take up the matter with the Engineer-In-Charge (EIC) whose decision shall be final and binding.

The Contractor or its Supervisor / Authorized Representative will supervise and control directly to its workers deployed by him and must be available, when needed by EIC, for prompt reply through email / telephone / mobile to discuss problems related to ***non-availability of resources at any point of time*** to ensure uninterrupted services.

The work of NGMC is priority work and this work will be executed on day and night basis (24x7). Contractor has to arrange their resources and material accordingly.

9.0 FACILITIES TO BE PROVIDED BY GAIL

GAIL will provide a suitable working spaces/storage area, water, and electricity free of cost at suitable place/points as required, for smooth execution of the work under the subject contract. All items/ tools/tackles/consumables etc. shall be stored in a neat and clean manner in the designated location. Upon completion of the contract duration, the storage space allotted to the contractor shall be vacated completely in a neat and clean manner, except for the items/ material which has been supplied at site as per SOR/SCC/SOW. No claim shall be entertained from the contractor in the event of having left any item/material beyond 2 days of such reminder sent by EIC for site clearance upon completion of the contract duration.

10.0 SAFETY KITS/LIVERIES/PPE's TO THE RESOURCES.

The Contractor shall provide all Safety Gears/Liveries/PPE's like Helmet, Safety Shoes, Gloves, Goggles etc. to all their resources deployed at site during the duration of the contract and ensure strict compliance to safety procedures/instructions.

11.0 IDENTITY CARD/ GATE PASS

Contractor shall arrange to provide all necessary documentation etc. as required for making of Identity Card/ Entry Gate Pass for its personnel as per directions/guidelines of GAIL Security Dept. for safety and identification purpose. No extra payment shall be made on this account as the quoted rates deemed to include the same.

12.0 MEASUREMENT AND BILLING

All measurement shall be in metric system (if applicable).

The Contractor shall raise RA Bills/Invoice(s) based on certified/measured quantity of work completed as per SOR Quantity and as per scope and specifications defined herein. The Contractor shall submit the Invoice/Bills in duplicate as per the schedule of rates and actual measurements in prescribed format with the full details of work for each month of billing and along-with all statutory documents/compliances attached, as per rules/regulations and statutory guidelines in force from time to time and in compliance to GCC/ITB Clauses mentioned.

GAIL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction il\paper transaction. Accordingly, GAIL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: https://gailebank.gail.co.in/MBAutomation/frmlogin. aspx). Accordingly, Contractor! Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable. Further, User Manual is also available on afore-said portal.

13.0 TERMS OF PAYMENT

13.1 The Bill/Invoice shall be submitted in duplicate as per the schedule of rates and actual measurements in prescribed format duly signed, with full details of work for the period of billing, along with documents such as summary of bill, measurement sheets etc. and all statutory documents/compliances as per rules/regulations and statutory guidelines in force from time to time and in compliance to GCC/ITB Clauses mentioned.

All Invoices shall be raised in accordance with various provisions under of taxation/rules etc. as GAIL (India) Limited shall avail the benefits under various statutes in force from time to time. Following shall be ensured by the Contractor/Vendor in respect of all Invoices/Bills raised from time to time. **All payments shall be regulated as per GCC and ITB Clauses or as specified elsewhere.** Following shall be ensured by the Contractor/Vendor in respect of all Invoices/Bills raised.

a) All Invoices shall bear relevant GST Registration Numbers on the face. For example, an invoice pertaining to work done/supplies within the state of UP should reflect GST registration of the relevant place of the Vendor and GST Number of GAIL pertaining to the state of UP i.e. 09AAACG1209J1ZU.

b) The Invoice submitted to GAIL should be matched with the GSTR1 filled with the GST Authority by the vendor/contractor in their respective return.

c) Invoices are to be shown under Business to Business (B2B) category in the monthly GST Return i.e. GSTR1 filed by the supplier/contractor.

d) Vendor(s) shall ensure timely submission of correct invoice(s) as per GST rules/regulations, with all required supporting documents within a period specified in the contract, so as to enable GAIL to avail input tax credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filed under GST laws & rules should be filed timely by the supplier of goods and services with requisite details.

e) If ITC is not available to GAIL for any reason not attributable to GAIL, then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST (UTGST or IGST) as claimed in the invoices and shall be entitled to deduct/setoff/recover such GST amount (CGST & SGST/UTGST or IGST) or Input tax credit amount along with penalties and interest, if any, against any amounts paid or becomes payable by GAIL in future to the supplier/contractor under the contract.

f) In the Invoices are forwarded to GAIL after 11th of the subsequent month w.r.t. invoice of previous month(s), then vendor(s) may be asked to submit a copy of the screen shot of the GSTR1 return showing the said Invoice No. Further, if the said vendor is submitting their respective GST Returns on quarterly basis, then a confirmation is required to be provided by the vendor/contractor in this regard.

g) Input tax credit shall be availed by GAIL only after due reconciliation of the Invoice in GSTR2A.

13.2 All Invoice/bills submitted by the Contractor shall be entered in the GAIL Bill Watch System (BWS) through Central Dak System. Payment against RA Bills shall be made within 15 days after verification of all details/documents provided by the Contractor. Paying authority shall be F&A Dept., GAIL NOIDA O&M. '**Bill to' AND 'Ship to' shall be mentioned as "GAIL NOIDA O&M" on all Invoices.**

13.3 The FINAL Invoice/Bills shall be submitted within one month of completion of work against the awarded contract accompanied with the following documents as per format enclosed/provided in the contract/bid documents/GCC/SCC and its Annexures, duly certified/signed by the Vendor/Contractor or his authorized representative with seal of the Vendor/Contractor as per directions of the EIC.

a) Indemnity Bond on Rs.100/- On Non-judicial stamp paper duly notarised as per format specified by GAIL.
b) No- Claim Certificate on Letter Head.
c) No- Dues Certificate on Letter Head.
d) Any other documents if required shall be furnished at the time of submission of final bill, as per directions of the EIC.

14.0 PRS CLAUSE

Shall be as per GCC-works.

15.0 DEFECT LIABILITY PERIOD AND GUARANTEE/WARRANTY OF ITEMS/ EQUIPMENTS/SPARES ETC.

Defect liability period for work executed against the contract, shall be 12 Months and this shall be reckoned with from the date of completion of the work at site in all respects (issue of completion certificate) OR the Contractual Completion period of the contract, whichever is later. During the defect liability period, contractor stands responsible for rectifying all defects that may appear in the work executed by the contractor in pursuance of the contract and this includes warranties against Manufacturing/fabrication defects covering all materials supplied by the contractor, works executed against the defects in the workmanship.

16.0 COMPREHENSIVE PERFORMANCE BANK GAURANTEE (CPBG)

Shall be as per Tender ITB.

17.0 OTHER CONDITIONS OF CONTRACT

i. The value of work and quantities as indicated in SOR (Schedule of Rates) are tentative only and its execution depends upon site requirement and is upon the sole- discretion of GAIL/EIC. Minimum value of work execution under the subject contract is not guaranteed. Actual work may vary to any extent plus or minus to the attached Schedule of Quantities. GAIL may at its discretion vary the execution quantity of SOR Items as per site requirement and the payments thereof shall be made on pro-rata basis, as per quoted SOR Rates.

ii. Contractor shall in no case lease/transfer/sublet/appoint caretaker for the services/work required to be provided at site against the subject SCC/SOW of the contract/tender. The work under the subject contract shall be executed solely by the vendor/bidder on his own and through his own deployed resources directly on its rolls.

iii. If at any point of time, it is found/discovered/proved that the work under the subject contract has been out-sourced to any other agency/firm, strict action shall be initiated as per contractual provisions including termination of the contract and impositions of penalties etc. as per contractual provisions/GAIL Rules.

iv. The contractor shall not tap any fire hydrant /water point/ electrical point without prior approval of the EIC.

v. All Tools/Tackles/Consumables/Items etc. used/required for carrying out the work under the subject contract, shall be taken inside or outside GAIL premises with proper documents/entries/permission of the EIC/Security Dept. Proper records/documents shall be maintained for all such items brought inside/taken outside during the duration of

contract. No item shall be allowed to be taken outside GAIL premises without proof of entry being furnished to the concerned dept./Security/EIC.

vi. The Contractor shall be directly responsible for any/all disputes arising between him and his resources deployed at site and keep GAIL (India) Limited indemnified against all loses, damages and claims arising thereof. It shall be the Contractor/Vendor's responsibility with regard to insurance of its materials and resources deployed at site.

vii. The Contractor has to make arrangement for safe storage and upkeep of his equipment/tools etc. at work site shall be brought inside or taken out from the premises only with prior permission of the EIC. GAIL will not be responsible for any misplacement or damage or theft of the Contractor's tools/measuring equipment's or any other articles. Contractor has to abide by the security arrangements/regulations of the building in force or any other regulations enforced from time to time. Contractor shall ensure security & safety of his resources and during execution of all work like providing safety belts, shoes, helmets, arrangement of proper illumination of work place etc. as per job requirement.

viii. Contractor shall be responsible for all acts of their personnel and loss and damage caused to GAIL (India) Limited property or to third party in any form due to any act of negligence/lack of knowledge of his personnel deployed by him at work site. Damages if any, to the structures /equipment's during execution of work shall be made good by the contractor at his own cost. If any liability is thrust upon GAIL (India) Limited which is attributable to contractor staff, it will be charged to contractor's account or recovered from contractor's bill.

ix. The resources deployed by the Contractor shall abide by all GAIL rules and regulations as notified from time to time while they are inside the premises. The movement of such resources shall be restricted to their area/place of work only. All and activities shall be carried out with due regard to the convenience of the occupants at all times, along with the various statutes that need to be observed while working within public buildings. The resources deployed by the Contractor shall work in close co-ordination of any other agencies working at site. No extra amount/payment whatsoever shall be admissible on account of the above other than the quoted SOR rates.

x. The Vendor/Contractor shall be solely responsible for any incidents of theft, burglary, fire or any mischievous deeds by his/its personnel or staff. GAIL (India) Limited reserves the right to seek replacement of any person due to misbehavior/misdemeanor/lack of knowledge. The Vendor/Contractor shall be responsible for all acts of their personnel and loss and damage caused to GAIL (India) Limited property or to third party in any form due to any act of negligence/lack of knowledge of his personnel deployed by him at work site. Damages if any, to the structures /equipment's during execution of work shall be made good by the contractor at his own cost. If any liability is thrust upon GAIL (India) Limited which is attributable to contractor/vendor staff, it will be charged to contractor's account or recovered from contractor's bill.

xi. The Contractor/Vendor shall keep GAIL indemnified in all respects for any injury to any person, breakage, loss or damage to the equipment, machinery, appliance or property of GAIL, which is attributable to the contractor or its personnel on account of negligence &

act of omission or commission by the Contractor and/or their personnel. Further any damage/loss to an equipment taken/shifted to any other place/contractor's site for maintenance work as per SOR OR during the course of lifting/shifting/transportation shall be repaired/replaced as the case may be, by the Contractor at his own risk and cost. Contractor shall not take any shut down of the Electrical Systems/Installation without prior intimation/permission from the Engineer-in-Charge.

xii. The contractor and their resources shall abide by the security arrangements/regulations at site, as applicable/notified from time to time. All work shall be carried out with safety at all times and the resources deployed at site shall use PPE's like safety belts, shoes, helmets, proper illumination of work place etc. as per site requirement at all times. Prior work permits shall be obtained from concerned department by the contractor, before start of any work at site.

xiii. The Contractor shall not at any time cause or permit any nuisance in area of work in GAIL at its different plants and locations or do anything which shall cause unnecessary disturbance or inconvenience to owners and GAIL officials or the tenants or occupants of other properties near the work area and/or to the public in general. GAIL may take action of restricting the entry of Contractor and its resources from indulging in public nuisance, violent activity causing damages to GAIL personnel or its property.

xiv. In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rests with the Contractor and any/all expenditure as required to be incurred shall be entirely borne by the Contractor. In case of accident, injury and death caused to the employee of the contractor while executing work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance etc. to the kith & kin of injured / deceased. The Contractor shall keep GAIL completely indemnified from all such liabilities at all times whatsoever, in respect of the above.

xv. The Contractor/Vendor shall arrange to stack and dispose/remove any waste/scrap etc. as generated during the course of execution of work under the subject contract. All such scrap/waste items shall be disposed off by the contractor at his own risk and cost as per prevalent rules/statutes/laws for disposal of such waste.

xvi. Upon Completion of work as per Contract Terms and Conditions, the Contractor shall submit the as-built drawings of the complete installation for approval of the EIC, without which FINAL BILLS shall not be paid to the Contractor.

SECTION-VI

SCOPE OF SUPPLY/WORK

&

TECHNICAL SPECIFICATIONS

MODIFICATION & RENOVATION OF NGMC AT 3RD FLOOR OF JUBILEE TOWER, SECTOR-1, NOIDA

INTRODUCTION

GAIL Jubilee Tower is a 22 storied platinum graded green building at sec-1 Noida. The work under the subject contract is to be executed, is situated at the 3rd floor of the afore-said building.

1.0 SITE LOCATION:

Following is the location of site against the subject contract for services as per SCC/SOW of the tender.

- GAIL Jubilee Tower, Plot no: B35-36, Sector-1, Noida, Distt- Gautam Budh Nagar (U.P.).
- Nearest Airport: New Delhi IGIA, Approx. 36 km.
- Nearest Railway station: Anand Vihar, Delhi, Approx. 12 Km.

2.0 OVERALL SCOPE OF WORK/SERVICES IN BRIEF:

The overall scope of services against the subject contract is as follows.

a) On receipt/acceptance of the FOI, the Kick-off-meeting shall be conducted where the Contractor is required to submit the execution schedule including procurement plan for the SOR items within 07 days from the date of issue of FOI. The work schedule as approved by the EIC shall be adhered strictly during the execution of the Contract.

b) Further, the Contractor is required to submit the Samples of Items (as required/indicated in the Tender Document) for approval of EIC within 15 days from the date of issue of FOI.

c) The Orders for procurement of long-lead items like Furnitures namely, Desks of Control Room, Table for the Conference Room, Chairs, Sofa Sets, Monitors, Communication devices should necessarily be placed on the Vendors(s) within 15 days from the date of issue of FOI. The Documentary evidence is also required to be submitted to the EIC.

d) Supply and installation of works/services related to Modification & Renovation of NGMC at 3rd floor of Jubilee Tower, sector-1, Noida involves the work of Civil, Interior, Fire Fighting, Electrical, HVAC and various other miscellaneous works required to be executed at GAIL Jubilee Tower and as detailed in the SCC, SOW, Technical Specifications, Drawings, Sketches and SOR of the tender document. Technical Specifications sheet is enclosed herewith listing out the guide specifications for various works/services under the subject tender, which may be referred to in addition to the CPWD/BIS Standards as applicable.

e) Jubilee Tower being a green building all the execution work shall be executed as per green building norms/standards. The Technical Specifications of the work shall be in line with the guidelines/specifications as mentioned in the Technical Specifications Sheet enclosed herewith.

f) After award of contract, the successful Contractor/Bidder shall submit the Installation/Architectural Drawings of the complete layout of the proposed SOC Room including complete layout drawings of the Installation (Civil, Electrical, Fire –Safety, Air-conditioning System and other Misc. works for prior approval of the EIC, before start of work at site.

g) The Scope comprises execution of all civil works interior works including flooring, internal and external finishing, false ceiling, paneling, partitioning, painting internal and external electrical works (Low side and High Side), HVAC system modifications, Internal furniture and external development works of the proposed subject works at NGMC.

h) The contractor shall deem to have inspected the site and thoroughly acquainted himself with the site conditions availability of water & electricity for construction, storage space for materials, work area available for construction, disposal/stacking of material. No claim/extension of the time whatsoever shall be entertained because of prevailing site conditions.

i) Since the site for proposed works is within the existing operational premises, the contractor shall have to make a proper arrangement for site barricading of up to specified height and ensure proper security arrangement for entry and exit. Scope shall also include the provision for barricading as detailed above, site approaches, go-down, site office etc, re-routing of all services lines (Electrical, plumbing, fire hydrants, data cables etc.) of existing building to make it functional in all respect independently, stability, safety of neighbors' property during entire construction period and getting completion certificate from local authority if required .The requisite statutory fees if required for such permission shall be paid by the Contractor and to be reimbursed subsequently to him upon submission of Receipt from the Authorities if the need be.

j) If any other Item required for the completion of work is deemed to be included in the scope of work but not mentioned otherwise, the contractor has to execute the same for which no extra shall be payable.

k) Works shown upon the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

l) Wherever it is mentioned in the Specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost.

m) All work shall be carried out as per CPWD Specifications, DSR-2021 for Civil Electrical and Miscellaneous works and applicable BIS Standards as and where applicable and as per directions

of the EIC. Wherever the CPWD and BIS specifications are silent, in such situations sound engineering practices shall be followed.

n) Prior approval of makes of components/cables/items/accessories shall be obtained from the EIC, prior to procurement of any items/accessories etc. as required for completion/execution of work at site, as per terms and conditions and specifications of the contract. In case of any deviation in the mentioned makes of items etc., prior consent of EIC shall be obtained.

o) Contractor has to submit the MTC (Manufacture Test certificates) for all items/ materials that are installed at site as per SOW/SOR and as per EIC directions.

p) During the execution of work at site, any damage done to surrounding area of the counter in Brick work, plaster, RCC, Stone work, painting etc. shall be got repaired by the contractor to restore it to its original condition. GAIL shall not pay anything extra for any such repair/restoration work.

q) The Technical Specifications of the work shall be in line with the guidelines/specifications as mentioned in the Technical Specifications Sheet enclosed herewith at Annexure-D, or as per CPWD/BIS Standards/Work Manuals and practices as applicable.

r) After award of contract, the successful Contractor/Bidder shall submit the Electrical Control Schematic/Single/Three-line diagram of all switchgears/MCB/Distribution Boards/CCTV/FIRE/DATA SERVER etc. and any other Electrical devices/lighting/power points etc. as per the SOR for approval of the EIC. After completion of the work under the subject contract, as-built drawings/schematic/manuals and any other documentation as required, for the complete installation shall be submitted in 3 copies (HARD) and 1 Copy as SOFT (PDF/DWG File) bearing sign/stamp of the Contractor and approval of the EIC, for the purpose of records.

3.0 TOOLS & TACKLES AND CONSUMABLES

The Contractor shall ensure ready availability of all tools/tackles/instruments/consumables etc. in proper condition and as required for execution of the work in totality as per scope defined herein. All required items like ladders, ropes, scaffolding, harnesses, paint containers, tools/tackles, consumables etc. as required at site for safe, effective and efficient discharge of work as per SCC and Scope, is in the scope of supply of the contractor, hence all such items/equipment's etc. is to be arranged by the contractor. No extra payment shall be made to the contractor on this account, other than the rates quoted against various SOR Items.

Consumables of general use/nature like Paint Brushes, waste cloth, cans, containers etc. as required for execution of the wood work against the subject contract as per SCC/SOW/SOR shall be arranged / provided by the contractor on regular basis. No extra payment shall be made to the contractor on this account, other than the rates quoted against various SOR Items. Defective/Damaged or Sub-standard items/ tools/tackles shall be replaced by the contractor during the contract period or else GAIL shall replace the damaged/defective items/tools etc. and cost of such items shall be recovered from the Invoice/Bills submitted, at the risk and cost of the contractor after imposing overheads @ 10%.

4.0 OTHER CONDITIONS COMMON FOR ALL SOR ITEMS:

a) Scope of work/SOR quantities can be reduced at any time by off-loading or removing one or more items/groups from the SOR Item, as per site requirement or directions of EIC.

b) All work/material specifications shall be as per CPWD norms/standards, Technical specifications, Drawings, Sketches, etc. Only standard approved BIS certified makes of items/components/spares etc. shall be used in execution of the various jobs under the subject contract. Use of Non-Standard or – un-approved makes of items shall not be accepted and the contractor shall have to remove such items and carry out re-work /replacement solely at his own risk and cost, in case defective/substandard items are used.

c) Wherever applicable, BIS certified and reputed brand/make of items/materials shall be used at site as specified/mentioned below or as per the makes specified in DSR-2021. The makes/brands mentioned are indicative in nature so as to fix the quality/specifications and other factors. Prior approval of EIC shall be obtained before use/installation of any material/item at site.

d) Wherever, no makes/models are specified in the SOW/DSR, a minimum of 3 samples shall be submitted for approval of the EIC. In case of any items not bearing BIS marking, test reports/certificates from reputed Agency/Lab shall be furnished and clearance of the same shall be obtained from EIC prior to supply/installation at site.

e) Any sub-standard OR non-standard material shall be replaced un-conditionally and any damage caused due to use/installation of such item/materials shall be made good by the contract at his own risk and cost.

f) Prior approval of EIC shall be obtained before start of work related to specialized services of fabrication and welding at site involving Aluminium and Steel/MS Sections.

g) The decision of EIC, for selection of a particular make/brand of item shall be final and binding. No extra amount whatsoever, shall be payable on account of any testing/certification charges of the materials, other than the rates quoted against various SOR Items.

5.0 RESPONSIBILITIES OF THE CONTRACTOR FOR CARRYING OUT WORK AS PER SCOPE

a) The Contractor shall ensure complete/overall supervision of various works/jobs during normal working hours as per SCC/SOW, including coordination of the various jobs, receiving instructions, correspondences, letters, keeping records of work/logs/items/materials etc.

b) Scope of work against respective SOR items is inclusive of materials/spares/items as per SOR and all required tools, tackles, consumables, resources, instruments etc. including transportation/loading/un-loading/ testing/inspection etc. as applicable against respective SOR Items.

c) An Engineer/Supervisor shall be appointed at site by the contractor for complete supervision of all works under the subject contract. He shall report to EIC on regular basis for receiving instructions for carrying out work under the subject contract. A work plan/completion schedule

shall be submitted before start of the work and all activities shall be planned accordingly so as to ensure completion of the work within the scheduled time period. Any delay due to reasons accountable to GAIL shall be duly adjusted from the scheduled completion time, for which the contractor should inform EIC in the form of a written request through Letter/E-mail regarding non-availability of work front and also enumerate the reasons for the same. Any delay on part of the contractor OR attributable to the contract shall not be accepted as reason for delay in completion of the work.

d) The Contractor shall maintain all work records, material in-out records and installation/commissioning records and submit the same to the EIC on demand, for his inspection.

e) Any defective equipment/component installed at site shall be replaced by the contractor/vendor free of cost and without any extra charges being payable other than the quoted SOR rates whatsoever. Guarantee/Warranty from Manufacturer/OEM etc. as applicable shall be extended to GAIL for any/all new items replaced/supplied against the work executed against respective SOR items.

f) Entry of all items/spares/materials inside the GAIL premises for replacement etc. shall be done through GATE PASS/CHALLAN as per GAIL's Security Dept. Rules/Regulations. Any damaged/defective/un-serviceable/replaced components and items etc. in lieu of replacement with new components/items, shall be taken out of the GAIL's premises by the Vendor/Contractor and disposed of at his own risk and cost as per directions of EIC and permission/gate pass from GAIL's Security Dept. Rules/Regulations. No charges whatsoever shall be paid by GAIL towards disposal of such defective parts/components etc.

g) The Contractor/Vendor shall arrange to stack and dispose of various waste/scrap etc. as generated during execution of the work at site in a prompt and safe manner as and when required/directed by the EIC. All such items/materials shall be taken out of the GAIL premises by the vendor for safe disposal by themselves OR through an authorized/designated agency as per statutory rules/guidelines applicable/notified by the government from time to time.

h) Adequate number of resources shall be deployed at all times at site, so as to ensure that no work is affected. In case additional resources other than those specified under the contract are required to be deployed for completing works/services on urgent /emergent basis, the same shall be deployed by the contractor for which no extra amount shall be payable/admissible whatsoever, other than the SOR rates.

i) The Contractor shall ensure to provide various PPE's and safety items and equipment as required during execution of work at site viz; nylon net/ cloth covers/ barricading/ colour tapes/ caution boards etc.

j) While carrying out the work, all care should be taken so that the NGMC Goods, furniture, files or any other items related NGMC, etc. does not get spoiled and in case of any damage caused during the execution of work, the contractor shall be fully responsible to rectify the damage at his own cost. If the work requires some movable furniture/ items to be temporarily shifted from existing location, the contractor will be responsible for safe shifting & restoration of such furniture/ items within the quoted rates without causing much inconvenience to the users.

6.0 HANDING OVER FORMALITIES AT THE END/TERMINATION OF CONTRACT:

The Contractor/vendor shall ensure proper handing over of the SOC Room after completion of all works as per specifications and scope defined herein, along with SOFT COPIES AND HARD COPIES (2 SETS) of the Installation AS-BUILT DRAWINGS as approved by the EIC, bearing signature of the CONTRACTOR, PROJECT MANAGEMENT CONSULTANT for the work under the subject contract. All Misc. Items/ Tools/tackles, Scrap/Waste etc. and any other materials belonging to the Contractor shall be cleared from site in all respects at the time of completion of work and before submission of final bill.

TECHNICAL SPECIFICATIONS

General

The materials, design and workmanship shall satisfy the relevant Indian Standard, CPWD specification, most specifications and the Specifications contained herein and codes referred to. Where the Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall be approved by the Engineer – in – charge / Consultant. In case of any ambiguity, sound engineering practices shall prevail and the decision of engineer in charge in such matters shall be final.

The tenderer/contractor shall arrange the necessary quality tests from the reputed laboratory for items which are not ISI marked and for any new make which is not approved as per SOR and specification and/ or if there is any doubt on the quality of ISI marked material/ approved make as per SOR. The decision of engineer in charge in this matter shall be final and binding. Material not found conforming to any of such tests shall have to be unconditionally replaced by the tenderer/contractor and any damage caused by its use be made good by him. Accordingly, the tenderer should take into consideration while quoting, the necessary expenses to be borne by the contractor on account of testing of material to be conducted as per the frequency prescribed by CPWD specifications for non ISI brands and for any make not approved as per SOR and specifications, including the providing of the samples for testing.

The detailed specifications given hereinafter are for the items of works described in the schedule of quantities attached herein, and shall be guidance for proper execution of work to the required standards. It may also be noted that the specifications are of generalized nature and these shall be read in conjunction with the description of item in schedule of quantities and drawings. The work also includes all minor details of construction which are obviously and fairly intended and which may not have been referred to in these documents but are essential for the entire occupation in accordance with standard Engineering practice.

Unless specifically otherwise mentioned, all the applicable codes and standards published by the Indian Standard Institution and all other standards which may be published by them before the date of receipt of tenders, shall govern in all respects of design, workmanship, quality and properties of materials and methods of testing, methods of measurements etc. Wherever any reference to any Indian Standard Specifications occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revision thereof, if any, up to the date of receipt of tenders.

Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders. In case there is no I.S.I. specification for the particular work, such work shall be carried out in accordance with the instructions in all respects, and requirements of the Engineer-in-Charge. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye-laws of the Municipal Committee/Municipal Corporation/Development Authority / Improvement Trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and, unless otherwise mentioned, nothing extra shall be paid on this account.

Samples of various materials, fittings, etc. proposed to be incorporated in the work shall be submitted by the contractor for approval of the Engineer-in-charge before order for bulk supply is placed.

The contractor shall take instructions from the Engineer-in-charge regarding collection and stacking of materials in any place. No unserviceable materials / malba shall be stacked such that it does not hamper the day-to-day movement of people/office staff/ visitors etc.

The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated, this provision shall apply to each phase.

The contractor shall give a performance/ test certificate of the entire installation(s) as per standard specifications before the work is executed and no extra payment would be made to the contractor for the same.

The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site in &around the premises upto the satisfaction of the Engineer-in-charge before the work is considered as complete.

Notes:

1. The contractor is advised to visit the site and be apprised of the existing features/partions/furniture and fittings ducting, ceiling flooring etc before bidding.
2. Making of groove in the wooden exposed surfaces if any shall not be paid extra.
3. Skirting is 10 cm high as per drawing.
4. **Contractor shall apprise himself well about the working conditions on site. The work is planned to be carried out in double shift and all permission regarding gate pass and entry shall be obtained by the contractor as per the security guidelines. This is a control room area located on 3rd floor which shall remain operation all throughout the execution of work so all the measures shall be taken to protect any potential damage to the video wall**.
5. Green Building Compliance shall be implemented strictly as per the guidelines of **GRIHA/IGBC standards/manual if any.**

All works shall comply with relevant IS codes and CPWD standards and specifications GAIL guidelines.

NGMC control room operates on round the clock basis and is very critical for safe operation of pipeline. Critical assets like SCADA BARCO Panels, Servers for Leak detection system and SCADA systems etc. are installed in NGMC server room. Further, Disaster Management Control Room is also situated in the NGMC Area. The SCADA system has been declared as the Critical Information Infrastructure by NCIIPC.

CIVIL AND OTHER MISCELLANEOUS WORKS

GENERAL

The scope of work shall include but not limited to items mentioned in Schedule of Rates (SOR), drawings and instructions & direction of EIC.

Any other works, though not specifically mentioned in this document, but needed for effective Civil and associated works at GAIL NGMC Shall also be deemed to be included in the scope of the bidder.

The scope of work shall include but not limited to the following:

1. CIVILAND INTERIOR WORKS

It is proposed to renovate the NGMC area located on 3rd floor of the jubilee tower, sector-1 NOIDA-201301 which is control room area with a huge video wall. All measures to be taken to protect the Video wall again any potential damage to Control room VIDEO WALL while carrying out the interior renovation and hence requires utmost safety measures and care to safeguard against any damage to this.

The work includes Control Room interiors renovation along with entrance lobby and attached office area mainly including flooring falce ceiling partitions panelling furniture networking fire fighting fire alarm electrical , falce flooring, etc including Consoles/ desking for control room as per BOQ.

Finishing -

ITEM / AREA	FINISH
1 - FLOORING	
offices wherever required	Vitrified floor tile (600x600)MM
Control room area	False flooring as per specification/BOQ item
lobby	Italian marble
2 - DADO	
ceiling	Baffle ceiling/stretch ceiling/metallic modular ceiling
3 – Panelling- Italian marble stone panelling with GAIL logo mounted.	
5 - DOORS	
Frameless glass doors with openable leafs	
6 - WINDOWS/VENTILATOR/STRUCTURE GLAZING covering	
Blinds as per specifications	

Beside control room desking system which is a specialized item and metal cladding and aluminium partition as per specification which are long lead items and shall be taken in consideration while quoting.

i. Dismantled Malba to be removed immediately from site as per direction of EIC.

ii. All civil works include tools& tackles, scaffoldings, centring/shuttering , curing etc. civil works also includes covering of floor and surrounding areas with plastic sheets to avoid spreading of water seepage and dust to surrounding areas/working areas

iii. Supplying & fixing of Stone /tile Flooring over cement mortar of 1:4 (1 cement: 4 coarse sand) to be fixed in white cement. The joints to be minimal and filled with white cement mixed with colouring pigment to match colour of the stone. Item includes polishing the laid stone to give a plain, level, smooth finish, complete.

iv. Providing and fixing Tiles/Stone on walls and floors as per design (wherever required). The tiles to be fixed with neat white cement along with grout of desired color. Spacers to be used as per design /detail. Matching of groves, levels with adjoining stone to be taken up as instructed by the EIC.

2. MATERIAL AND WORKMANSHIP

- All Materials brought on site of works and meant to be used in the same shall be the best of their respective kinds and of the approval of the EIC.
- Samples of all materials shall be got approved by the EIC and shall be deposited with him before the order is placed with the suppliers. The material brought on the works shall confirm in every respect with approved samples.
- The contractors shall check each fresh consignment of materials as it is brought on the site of the works, to see that they confirm in all respects to the satisfactions and/or samples approved by the Architect.
- The EIC will have the option to have any of the materials tested to find whether they are in accordance with the satisfaction and the contractor will bear all expenses in that connection. All bills, vouchers and test certificates which, in the opinion of the EIC or the representative, as necessary to convince him as to the quality of the materials of their suitability shall be produced for his inspection on requisition. Testing charges, if any shall have to be borne by the contractor.
- Any material that has not been found to confirm to the specification will be rejected forthwith and shall be removed from the site by the contractors within 48 hours at their own cost.
- Any associated tests that EIC wants to be conducted will need to be done by the contractor by his own cost upto the satisfaction of EIC.
- The EIC shall have power to ask the contractors to purchase and use such materials, from any particular source, as may in his opinion be necessary for the proper execution of the work.

- Workmanship: All works shall be to level plumb and square comers, edges and arises in all cases shall be unbroken and finished neat.

- Skilled labour for the respective trades shall be employed by the contractors to check the work in progress and to instruct and extract the right kind of workmanship from the men employed on the works. Instructions given to such miseries by the architect or his representative shall be carried out with a view to get the work executed in a neat and workmanship like manner according to the standard specifications.

- The EIC may order the inspection any finished work as he chooses and in a manner he decides, and the contractors shall bear all expenses in the connection. If the results of such inspection prove that the workmanship is not of the standard required, the work will be rejected and removed forthwith and he replaced by works of the accepted standard of quality.

- All the important materials procured by the contractor from the various companies such as Floor tiles, False ceiling, Light fixture, Commercial board/Ply, Hardware, Adhesive etc. need to be certified periodically by the manufactures after site inspection. The certification must have the lot number along with date, quantity, address of site, seller detail, other relevant information duly signed by the GM or equivalent.

3. FLOORING & DADO WORKS

i. Flooring:

Floor shall be provided inside the rooms, corridors, pantry, staircase, landings etc. Floor shall be laid to level and/or to slope as required and directed by Engineer-in-charge. Floor shall be carried through all the doors and other openings and over dwarf walls. Exposed edge of floors and steps provided up to floors shall be finished in the same manner as for top surfaces. Skirting shall match with the floor finish or as per design-detail / as specified.

ii. Pointing and Finishing

The joints shall be cleaned off the grey cement slurry with wire / coir brush or trowel to a depth of 2mm to 3mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement added with pigment; if required to match the colour of tiles. The floor shall then be kept wet for 7 days. After curing, the surface shall be washed and finished clean. The finished floor shall not sound hollow when tapped with a wooden mallet.

iii. Italian Marble Works

- The Italian Marble stonework shall, in general, be carried out as per the CPWD Specifications. The specifications for dressing, laying, curing, finishing, measurements, rate etc. for the Italian Marble stone flooring shall be same as that of works for the Marble flooring, skirting and risers of steps under Flooring Sub Head of the CPWD Specifications.

- Italian Marble stone and slabs shall be pre polished (mirror polished), eggshell polished, flame finished or given any other surface treatment as specified, as per the Architectural drawings and as directed by the Engineer-in-charge.

- Machine polishing and cutting to required size shall be done with water (as lubricant) only. Sawing shall also be done preferably with water as lubricant but as a special case, the Engineer-in-Charge may permit at

his discretion, oil or kerosene as lubricant subject to all kerosene or oil in the body and surface of tiles / slabs being thoroughly dried in ovens. Tiles / slabs with stains or patches due to the use of oil or otherwise, either before or after installation, shall be rejected or shall be replaced by the Contractor at his own cost. Nothing extra shall be payable on this account.

- Italian Marble stone slabs shall be individually packed in cardboard paper. These shall be handled carefully to prevent any damage. The stone slab procured shall be free of any surface defect or any edge damage. The damaged stones shall not be allowed to be used in the work. So the Contractor shall procure additional such quantities, to cover such contingencies. However nothing extra shall be payable on this account. The stone slabs snail not be waxed or touched up with dyes / colours.

- The Italian Marble stone slabs to be procured for the work shall match the samples shown to the Contractors before submission of the tenders. Before starting the work, the Contractor shall procure and submit the samples of Italian Marble stone slab (matching to the samples shown to the Contractors before submission of the tenders) for the approval of the Engineer-in-charge. The samples shall be submitted along with the following details:

  i). Three representative samples for each type of Italian Marble stone specified.

  ii). Details of physical characteristics such as dimensional tolerances (within the specified limits), water absorption, compressive strength, Specific gravity with reference to IS or International standards.

  iii). Source of supply and confirmation of availability in full quantity and uniformity of colour, tone and textures.

  iv). Company profile of Suppliers.

  v). Procedure for fixing including samples of fixtures such as clamps, pins, dowels etc.

  The decision of the Engineer-in-Charge as regards the approval of the samples for the various types of the Italian Marble stones shall be final and binding on the Contractor. No claim of any kind whatsoever shall be entertained from the Contractor on this account. The Contractor shall then procure and get the mock up prepared at site of work for approval of quality of workmanship and the Italian Marble stone as specified. The mock up shall be prepared in lift lobby, toilet etc. on one of the floors. The size of the stones shall be as per the architectural drawings. If the quality of the workmanship and the material is as per the required standards, the mock up shall be allowed as part of the work and measured for payment and shall not be dismantled. Otherwise, it shall be dismantled by the contractor as directed by the Engineer-in-Charge and taken away from the site of the work at his own cost. Nothing extra shall be payable on this account.

- The entire supply for each type of Italian Marble stone slab shall be procured from one location (in one quarry), and supplied preferably, in one lot to keep variations to the minimum. The Contractor shall also segregate and sort the slabs according to colour, shade, texture and size of grains etc. to keep variation(s) in stones used at anyone floor to the minimum. Any slab with variation in the colour, shade, texture and size of grains etc., not acceptable to the architect, shall not be used in the work and shall be removed and replaced by the Contractor. Nothing extra shall be payable on these accounts. Also no claim of any kind shall be entertained from the Contractor on this account.

- The stone work may be required to be carried out in patterns, design and / or in combination with Italian Marble stone of different colour and shade with or without borders and in combination of different stone slabs / ceramic tiles for which nothing extra shall be payable. The stones shall be provided in sizes and shapes as per the architectural drawings and wastages and incidental costs, if any, shall be deemed to be covered in the cost of the relevant items. Nothing extra shall be payable on this account. For the purpose of payment, the actual area of each type of Italian Marble stone provided and fixed shall be measured separately under the relevant items.

- The following tolerances shall be allowed in the dimension of Italian Marble stone slab:

Slabs: Tolerance:

a) Length +1mm

b) Width +1mm

c) Thickness +1mm

d) Angularity at corners +0.25%

The stones (slab and tiles) not meeting the above tolerance limits shall be rejected arid not permitted to be used in the work. Nothing extra shall be payable on this account.

- Stones slabs shall have uniform thicknesses within the tolerance limits and linear items like treads, sills and jambs, coping, risers, urinal partitions, kitchen / wash basin platforms, vanity counters, facias and other similar locations etc. shall have calibrated thickness i.e. exposed edges shall have uniform thickness throughout the length of the work.

- The flooring work shall be carried out as per the architectural drawings in design and pattern (geometric, abstract etc.) and in linear and / or curvilinear portions and in combination with stones of different colour and shade , tiles etc. For the flooring portions curved in plan, the stone slabs (at the edge) shall be cut to the required profile and shape as per the architectural drawings. Nothing extra shall be payable on this account and any consequent wastages and incidental charges on such accounts shall be deemed to be included in the cost of such items. For the purpose of payment, the actual area of each type of Italian Marble stone shall be measured separately under the relevant items.

- For the steps (risers and treads) in the linear profile, the Italian Marble stone shall be provided in single pieces up to 2.0m as per the architectural drawings, unless otherwise specifically permitted by the Engineer-in-Charge. Wherever required the joints shall be provided as per the architectural drawings. Nothing extra shall be payable on this account.

- For the Italian Marble stone work in treads and risers of steps, the curvilinear profile of the steps shall be provided in smooth circular profile as per the architectural drawing, using tread stones curved in profile (in plan, with two edges in curved profile and other two edges non parallel straight lines) and riser stones curved in profile (in elevation, with stone slab face in curved profile) to match the profiles of the steps shown in the architectural drawings. Based on the architectural drawings and the actual dimensions at site, the contractor shall first prepare shop drawings / templates for the stones with curved profiles, sizes and shapes as required for risers as well as treads, so that on jointing and fixing the stones, the smooth curvilinear profile of risers and treads for the steps is achieved. However, the length of the Italian Marble stone slabs shall generally be

not less than 1.2 meters unless otherwise approved by the Engineer-in-charge specifically to match the architectural details. The rate shall include any consequent wastage, incidental cost involved in this work, pop protection, cleaning of the floor and disposal of debris from site, in all respects, up to final handover of the site. For any other portion of the Italian Marble stone flooring including in the curvilinear portions of the building in plan, nothing extra shall be payable on account of carrying out the work in curvilinear portion as per the architectural drawings.

- The Italian Marble slabs used for providing and fixing in the cills, soffits and jambs of doors, windows, ventilators and similar locations shall be in single piece unless otherwise directed by the Engineer-in-Charge. Wherever stone slab other than in single piece is allowed to be fixed, the joints shall be provided as per the architectural drawings and as per the directions of the Engineer-in-charge. In the cabin areas, the joints in sills shall preferably' be provided in line with the partition wall. Depending on the number of joints, as far as possible, the stone slabs shall be procured and fixed in slabs of equal lengths as per the architectural drawings and as directed by Engineer -in-charge.

- While fixing the Italian Marble slabs in sills, soffits and jambs of doors, windows, ventilators etc., rebates shall be made by overlapping the stones at the required places for fixing shutters for doors, windows and ventilators etc. as shown in the architectural drawings and as per the directions of the Engineer -in-charge. Epoxy based adhesives shall be used for fixing the Italian Marble stones to each other, as per the manufacturer's recommendations. The authorized overlap as per the architectural drawings or as directed by the Engineer -in-Charge shall be measured for payment under the same item. However, any extra mortar thickness required due to the overlap arrangement shall be deemed to have been included in the rate of this item. Nothing extra shall be payable on this account. However, the cut exposed edges of the Italian Marble stones shall be polished / moulded as per the architectural drawing and such cost shall be payable under the relevant item.

- The Italian Marble stone slab shall be fixed over low-level storage cabinets using necessary adhesive as per the manufacturer's specification. The stone shall have uniform thickness and shall be provided in sizes as per the architectural drawings. The stone slab shall have uniformly levelled surface after fixing. All the joints shall be finished smoothly in a workmanlike manner.

- The edge moulding / nosing polishing to the cut exposed edges of the Italian Marble stone slab to be used in flooring, skirting, dado, sills, jambs, soffits on top of the storage cabinets, risers, treads etc. shall be provided in a workmanlike manner as per the architectural drawings and shall be payable under relevant items. The skirting in the staircase area will be 1200mm high & nosing made out of two pieces of Italian Marble joined together with araldite or similar fixing compound. Nosing to be 30-32mm protruding from the external surface of the Italian Marble wall cladding. All the exposed surfaces to be duly polished upto the satisfaction of the Engineer-in-charge. The laying pattern of skirting will be as per architectural drawings.

iv. **Vitrified Tile Flooring & Dado Works:**

- Vitrified tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades in floor, skirting, dado, tread & riser of steps, laid on 20mm thick cement mortar 1:4 (1 cement: 4 coarse sand), including grouting the joints with white cement and matching pigments etc.
- The Contractor shall procure and submit the samples of the tiles, of required colour, shade, design & make, for the approval of the Engineer-in-charge prior to the execution of the item. The mock up, protection etc. shall be as specified above for the Italian Marble stone work.

- The entire material shall be procured preferably, in one lot from one manufacturer to avoid any variation in the colour, shade and design of the tiles. Any tile with variation in the colour, shade and design, not acceptable to the Engineer -in-Charge, shall not be used in the work arid shall be removed and replaced by the Contractor. Nothing extra shall be payable on this account.

- The Contractor shall obtain and submit to the Department the manufacturer's certificate for compliance of the material as per the manufacturer's specifications and also a copy of the manufacturer's test report for the record.

- The tiles shall be transported to site well packed in boxes. These shall be handled carefully to prevent any damage. The tiles procured shall be free of any surface defect, edge damage and any other such defects. The defective / damaged tiles shall not be allowed to be used in the work. So the contactor shall procure additional quantity of tiles to cover such contingencies. However nothing extra shall be payable on this account.
- The work shall be carried out as per the architectural drawings and as per the directions of the Engineer - in- Charge. The work may be carried out in design and pattern in linear as well as curvilinear portions of the building, as per the architectural drawings. Nothing extra shall be payable on account of any wastage, incidental costs etc.

- The flooring / dado should be set out such that the perimeter corner tiles are in excess of half a tile so that the edge panels on both the sides are of equal sizes, as far as possible. The tiles shall be cut to required size and shape in a workman like manner but with all precautions as per the manufacturer's specifications. The vitrified tiles skirting is 100mm high & is flushed with the wall & with a 5 mm thick groove above the skirting with water absorption less then 0.08% & confirming to IS 15622 of approved make in all colours & shades, laid on min 12mm thick cement mortar1:3 (1 cement: 3 coarse sand) and joined with white & ready mixed matching pigment .

- The floor tiles shall be laid to required pattern with or without 3 mm spacer as recommended by the manufacturer, as specified by Engineer-in-charge. After allowing 3 to 4 days wet curing, the joints shall be filled with polymer modified cementitious grouts with polymer modified cementitious adhesive of equivalent approved brand and with pigments of approved colour and shade as directed by the Engineer - in-charge. The excess grout shall be wiped off with a damp sponge after fifteen minutes of application.

- Adequate care shall be taken before installation as well as afterwards till handing over the building for occupation. The flooring shall be free of any scratches, stains etc. at the time of handing over. Abrasive cleaners shall not be used to clean the marks.

- The preparation of base surface, laying, measurements, rates, frequency of testing shall in general be as that of Glazed tile flooring & dado as per CPWD Specifications.

- For the purpose of payment, actual area of the vitrified tile flooring work shall be measured in sqm correct to two decimal places. No deduction shall be made for joint width between the adjacent tiles. The rate also includes all the charges for labour, material, T&P, Cutting tools/machines consumables etc required for job,p.o.p protection, cleaning of the floor and disposal of debris from site, in all respects, up to final handover of the site.

4. HARDWARE & METALS:

- Tables side units back units consoles or other articles as per schedule of quantities shall be deemed to be inclusive of all the hardware required e.g. locks, sliding channels handles / knobs, bolts screws PVC buffers for the legs of sofas chairs tables etc. as per instructions of engineer in charge.

- Screws are to match the finish of the articles to be fixed and to be round or flat headed or counter sunk as required.

- The contractor should cover up and protect the brass and bronze surfaces with thick transparent grease or other suitable protective materials renew as necessary and subsequently clean off and clear away join completion.

- Aluminum and stainless steel shall be of approved manufacturer and suitable for its particular application. Generally, surface of aluminum shall have an iodized finish or powder coated finish and both shall comply with the samples approved by the EIC All stainless steel sheets shall be 304 S.S. Japan or equivalent with gauge as specified but not thinner than 16 gauge. All exposed steel surfaces shall also have powder coated finish and shall complete with samples approved by EIC.

- All steel, brass, bronze, aluminum and stainless steel articles shall be subjected to a reasonable test for strength if so required by the EIC at the contractor's expense.

- All branching and welding are to be executed in a clean and smooth manner rubbed down and left in the flattest and tidiest way, particularly where exposed.

- Chromium plating shall be in accordance with IS standard or as per approved specification for normal outdoor conditions and shall be on a base material of copper brass or as specified.

5. ADHESIVES

Adhesive shall be Phenol Formaldehyde Synthetic resin conforming to B.W.P. (Boiling Water Proof) type specified in IS: 848-1974. Only synthetic resin adhesive shall be used for bonding cores members to one another, including core frame, and for lipping, glazing frame, Venetian frame and other exposed parts where such binding is done.

6. NAILS, SPIKES, SCREWS AND BOLTS

Nails, spikes and bolts shall be of the best quality mild steel or wrought and of length and weights approved by the Architect. Nails shall comply with IS: 1959-1960 or equivalent approved quality samples. Bolts with I.S. or equivalent approved quality samples. Brass headed nails are to comply with B.S. 1210. Wire staplers shall comply with B.S.1494 or equivalent.

Rough Carpentry: Materials unless otherwise called for, all framing and other concealed wood members shall be of first class hard wood.

Workmanship: All carpenter's work shall be done by skilled workmen using proper tools. All joints shall as far as possible, be mortised and tenoned and glued with best quality approved waterproof glue. Where mortise tenon joints are not possible, the joints shall be securely nailed with the longest nails that may be used without splitting the wood. Wherever it is necessary or adequate joints cannot be formed by nailing, the members shall

be lapped or jointed by GI straps or extra wood blocks. All joints shall be done with neatness and as approved and directed by the Architect.

7. P.O.P. PUNNING

General:

Plaster of Paris punning (Plaster) is generally applied on already cement plastered surface to give it a smooth and even surface.

Preparation of surface:

Projecting burrs of mortar formed during existing cement plaster shall be removed. The surface shall be scrubbed clean with wire brushes. In addition the plastered surface shall be pock marked with painted tool, at spacing of not more than 4 cm centres and depth of pocks to be approx. 3 mm deep. This is to ensure a proper key for the plaster. The surface shall be cleaned of all oil and grease marks etc.

Plaster of Paris: The Plaster of Paris shall be of semi-hydrate variety calcium sulphate. It shall not be too quick setting. Initial setting time shall not be less than 17 minutes.

Application: The material will be mixed with water to a workable consistency. Plaster of Paris shall be applied directly on the wall plasters in suitable sizes panels and finished to smooth surfaces by steel trowels. The plaster shall be applied in such a manner that it fully fills the gaps the thickness over the plastered surface is as specified int. the description of the item. The finished surfaces shall be smooth and true to plane, slopes or curves as required.

8. PAINTING

The contractor shall supply all materials, labour, tools, ladders, scaffolding and other equipment necessary for the completion and protection of all painting work. Painting, as herein specified shall be applied to all surfaces requiring painting throughout the interior of the building as given in the schedule of finishes or elsewhere as specified. Care is to be taken that all surfaces to be painted are thoroughly cleaned, well prepared and good for paint work.

Materials: Materials used in the work shall be of approved brand upto the satisfaction of the Architect/Employer. Ready mixed paints of approved shade, varnishes, enamels, lacquers, stains, paste fillers, distempers and other materials must be delivered to the job site in the original containers, with the seals unbroken and labels intact. Each container shall give the manufacturer's name, type of paint, colour of paint and instructions for reducing the thinning shall be done only in accordance with directions. Remove rejected materials immediately from the premises.

Colour: All colours, as provided in the colour schedule shall be approved by the Architect/Employer. The contractor shall purchase paints of specified shade/ colour as per Architects requirements and shall prepare painted samples of the colours selected and submit same for approval to the Architect. No work is to proceed until the Architect has given his approval, preferably in writing of the colour samples.

Commencement of work: Painting shall not be started until the surfaces to be painted are in a condition fit to receive painting and so certified by the Architect. Painting work shall be taken in hand only after all other contractor'swork are completed.

Building where painting work is to be commenced shall be thoroughly cleaned up before commencement of painting.

- Oil Bound Distemper of approved shade shall be provided to internal surfaces of all rooms including toilets and kitchen etc. all as directed by Project Manager and Architect.

- Before application of distemper the surfaces shall be prepared to clean and even surface.

- White wash shall be prepared from lime slacked on site, mixed and stirred with sufficient water to make a thin cream. This shall be allowed to stand for 24 hours and shall be screened through clean cloth. Four kgof gum dissolved in hot water shall be added to each cubic meter of the cream (115 gm/cft). Blue shall be added to give required whiteness. The approximate quantity of water to be added in making cream shall be five litres per kg. of lime. 10% Zinc Oxide shall also be added to obtain a desired shining in the white wash.

- Dry distemper shall be carried out in two or more coats over one coat of approved primer as per manufacturer's instructions to give even shades.

- White wash and dry distemper shall be applied in specified coats by using flat brushes or spray pumps. Each coat shall be allowed to dry before next coat is applied, if additional coats than what have been specified are necessary to obtain uniform and smooth finish it shall be given to no extra cost.

- The finished dry surface shall not show any signs of cracking and peeling nor shall it come off readily on the hand when rubbed.

- All paints have to be low VOC paints and certificates of the same should be provided by the bidder.

9. CEMENT BASE PAINT

Two or more coats of cement base paint shall be applied to give even shade on all external cement plaster, internal plaster surfaces or parapet surfaces. Soffits of chajja, lintels, beams and cills of external windows. The shades of paint shall be used as approved by the Engineer-in-charge. Each coat shall be cured well by wetting surfaces for at least three days.

Alternatively, white cement slurry shall be used with pigment as required to achieve the desired shade. The white cement slurry shall be such as to provide a spread of 15 Sq.M per bag (50Kg) of white cement.

For all external paints, a patch at least 10 Sq.M. in area has to be done and got approved form the Engineer-in-charge for quality, shade & texture.

10. ACRYLIC EMULSION PAINT

These paints are to be used on internal surfaces except wooden and steel.

Plastic emulsion paint as per IS: 5411 of approved brand and manufacture and of the required shade shall be used.

Painting on New Surface

- The surface shall be thoroughly cleaned and dusted off. All rust, dirt, scales, smoke splashes, mortar droppings and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Engineer-in-charge after inspection, before painting is commenced.

- Application: The number of coats shall be as stipulated in the item. The paint will be applied in the usual manner with brush, spray or roller. The paint dries by evaporation of the water content and as soon as the water has evaporated the film gets hard and the next coat can be applied. The time of drying varies from one hour on absorbent surfaces to 2 to 3 hours on non-absorbent surfaces.

- The thinning of emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the under coat which is applied on the absorbent surface. The quantity of water to be added shall be as per manufacturer's instructions. The surface on finishing shall present a flat velvety smooth finish. If necessary more coats will be applied till the surface presents a uniform appearance.

- Precautions :

  i) Old brushes if they are to be used with emulsion paints should be completely dried of turpentine or oil paints by washing in warm soap water. Brushes should be quickly washed in water immediately after use and kept immersed in water during break periods to prevent the paint from hardening on the brush.

  ii) In the preparation of wall for plastic emulsion paintings, no oil base putties shall be used in filling cracks, holes etc.

  iii) Splashes on floors etc. shall be cleaned out without delay as they will be difficult to remove after hardening.

iv) Washing of surfaces treated with emulsion paints shall not be done within 3 to 4 weeks of application.

11. PAINT AND POLISHES:

- All materials required for the works shall be of specified and approved manufacturer, delivered to the site in the manufacturer's containers with the seals, etc., unbroken and clearly marked with the manufacturer's name or trade mark with a description of the contents and colour. All materials are to be stored on the site of the work.

- Spray painting with the approved machines will be permitted only if written approval has been obtained from the Architect/Employer. The paint used for sparing is to be specially prepared by the manufacturer for spray Thinning of paint made for brushing will not be allowed.

- Wood preservative shall be Ascu Green Saver or any other equal and approved impregnating wood preservative at all concealed wood work shall be treated with wood preservative.

- All brushes, tools pots, kettles, etc. used in carrying out the work shall be clean and free from foreign matter and at to be thoroughly cleaned out before being used with a different type of class of material.

- All iron or steel surfaces shall be thoroughly scraped and rubbed with wire brushes and shall be entity free from rusting mill scale etc. before applying the priming coat.

- Surfaces of new wood work which are to be painted are to be rubbed down and cleaned to the approval of the EIC.

- All exposed teakwood surfaces and teak ply surfaces and surfaces which are not treated otherwise shall be finish with stained polish to the required shade and melamine matt finish.

- All exposed cedar wood surfaces and clear ply surfaces shall be finished with ready mixed wax polish to give nature shade.

- The tendered rates shall include cost of seasoning and providing wood preservative and as given in the specification

12. POLISH:-

- Pure shellac varying from pale orange to lemon yellow color free from resin or dirt shall be dissolved methylated spirit at the rate of 140 gm of shellac to 1 litre of spirit. Suitable pigment shall be added to get the required shade.

- The surface shall be cleaned. All unevenness shall be rubbed from smooth with the sand paper and well sets if variable shall be covered with a preparation of red lead and the size land on white hot Hoes an mgehtations on the surface small be stopped with plazsr's putty. The surface shall then be given a coat of won filler by mixing whiting (ground chalk) in methylated spirit at the rate of 1.50kg of whiting per litre of spirit. The required staining agent shall be added to get the required sand. The surface shall again be rubbed down perfect smooth with glass paper and wiped clean.

- The polishing rubber, the most important implement in French polish shall consist of a pad of cotton wool, which acts as a reservoir for the polish and a soft white linen or cotton fabric similar to a well worn handkerchief, which acts as a filter. The rubber must never be dipped in to the polish. It should be charged by pouring the polish on the pad with the cover remove.

- The surface shall be worked upon evenly a slow figure of eight motion until the surface is coated with a thin layer of polish. The object shall be to apply a series to thin coats, allowing only a few minutes for drying between the coats, when a level and even bodied surface is obtained the work is considered ready for the second stage is spiriting off.Allowing the work to stand for at least eight hours, a fresh rubber with a double thickness of cover material shall be rubber with a double thickness or cover shall be taken and charged with methylated spirit. The surface shall be sprite off to remove the rubber marks and to give the brilliance of finish. The rubber shall be worked in the direction grain and continued till the surface is free from smears and rubber marks and left to harden off.

13. MALAMINE FINISH:

- The melamine finish shall be applied on the French spirit polished surface.

- Themelamine coat of clean hard glaze shall be applied with a cloth pad. The surface shall then be left in or/any for at least six hours and further coats area applied with a paint brush. If the duration of gap is more than 2 hours between coats, the previous coat shall be rubbed down 24 hours between paper or a medium grade of steel wool. The matt finish shall be contained by giving a final coat of clean Ron seal matt coat.

14. TIMBER / WOOD WORK

General: Specified variety of timber shall be used in the work. The timber shall be sawn in the direction of grains. The sawing shall be truly straight and square.

- Timber generally is to be the best of kind, well and properly seasoned, of matured growth, free from worm holes, large loose or dead knots or other defects and sawn i.e., squarely and will not suffer warping, splitting or other defects through improper handling.

- The hardwood is to be well seasoned Hollock, Kail, Mirandi or other approved similar locally obtainable hardwood weighing 610 Kg/cum.

- Teak wood would be of best quality from Burmah, Dandeli, and Balarshah, free from soft heart, worn holes and weighting 640 Kg /cum.

- The moisture contents in wood shall be as per the CPWD Specification 1977. The testing of wood shall be carried out as per CPWD Specification 1977.

- All Steam Beach wood shall be free from worn holes, soft sap or knots. The wood shall be well seasoned as per IS: 287:1973 with a moisture content of 10%.

- Kailwood shall be of good quality, well seasoned free from defects such as dead knots, cracks, sapwood etc. No individual hard and sound knot shall exceed 6 Sq.cm. In size and the aggregate area shall be more than 1% of the area of the pieces. These shall not be less than 2 growth rings per cm. width in cross-section.

- All dimensions given in the schedule of quantities and drawings are the required finished sizes.

- Timber shall be well seasoned and kiln dries with a moisture content of 12% nominal plus 2% for teak wood. The contractor should get the timber tested for moisture content of wood at his own cost.

- All timber shall be treated with preservatives and fire retardants.

- All timber shall be free from worm holes, loose or dead knots or other defects and shall not suffer from warping, splitting or other defects.

- All wood to be used shall be FSC certified.

- All timber shall be protected with an organic solvent water repellent wood preservative togive a highly efficient protection against termite, spider, worm, all insects and fungus and rotattach and shall, where exposed, enhance the appearance of the timber. Colour of theproduct shall be such as to bring out the natural colour of the respective timbers. Fireretardant paint to timber shall be applied as per the recommendations of manufacturer and shall comply with the requirement of ISI / B.S. code and local fire requirements.

15. COMMERCIAL PLYWOOD/ BOARD (IS-303):

- Commercial boards/plywood/particle board etc. as specified in the approved list of manufacturers shall only be used.
- Only B.W.R. grade phenol formaldehyde bonded boards to be used.

16. MINERAL FIBRE TILES FALSE CEILING

Providing & Fixing of Mineral Fiber Acoustical Suspended Ceiling System with (Microlook or eq) EDGE TILES WITH 15mm Exposed GRID. The tiles should have Humidity Resistance (RH) of 95%, NRC 0.9 - 1.0, Light Reflectance ≥85%, Colour White, Fire Performance UK Class 0 / Class 1 (BS 476 pt - 6 &7) in module size of 600 x 600 x 15mm with Bio Block coating on the face of the tile, suitable for Green Building application, with Recycled content of 66% GW . The tile shall be laid on Silhouette profile grid system with 15mm white flanges incorporating a 6mm central reveal in white/black colour and with a web height of 45mm and a load carrying capacity of minimum 15.68 Kgs/M2. Silhouette, Main Runners & Cross Tees to have mitred ends & "birds mouth" notches to provide mitred cruciform junctions. The T Sections have a Galvanizing of 90 grams per M2 . The Tile & Grid system used together should carry a 15 year warranty.

Installation:

To comprise main runner spaced at 1200mm centres securely fixed to the structural soffit using suspension system (specifications below) at 1200mm maximum centre. The First/Last suspension system at the end of each main runner should not be greater than 450mm from the adjacent wall. Flush fitting 1200mm long cross tees to be interlocked between main runners at 600mm centre to form 1200 x 600 mm module. Cut cross tees longer than 600mm require independent support. 600 x 600mm module to be formed by fitting 600mm long flush fitting cross tees centrally between the 1200 mm cross tees. Perimeter trim to be wall angles of size 3000x19x19mm, secured to walls at 450 mm maximum centres.

SUSPENSION SYSTEM accessories consisting of M6 Anchor Fasteners with Vertical Hangers made of Galvanised steel of size 26 x 26 x 25 x 1.2mm with a Galvanised Thickness of 80gsm, A pre Straightened Hanger wire of dia – 2.68 mm of 1.83 m length., thickness of 80gsm and a tensile strength of 344-413 MPa, along with Adjustable hook clips of 0.8mm thick, galvanised spring steel for 2.68 mm with a minimum pull strength of 110 kg. The adjustable clip also consists of a 3.5 mm aquiline wire to be used with the main runner.

17. PERFORATED/PLAIN METAL CEILING

Providing & Fixing of Perforated Metal Ceiling System consisting of 600x600mm Lay in tiles of pre coated galvanized steel in 0.5 mm thickness in white colour as per CPWD specification

Installation:

The grid should be 15mm wide T-section flanges colour white having rotary stitching on all T sections i.e. the Main Runner, 1200 mm & 600 mm Cross Tees with a web height of 43mm and a load carrying capacity

of 23.71 Kgs/M2. The T Sections have a Galvanizing of 120 grams per M2 & passed through 500 hrs of Salt test. Cost to incl. scaffolding, complete in all respect.

Perimeter trim to be wall angles of size 3000x19x19mm, secured to walls at 450 mm maximum centres.Anchor Fasteners with Vertical Hangers made of galvanized steel of size 26 x 26 x 25 x 1.2mm with a galvanized thickness of 80gsm, A pre straightened Hanger wire of dia – 2.68 mm of 1.83 m length., thickness of 80gsm and a tensile strength of 344-413 MPa, along with Adjustable hook clips of 0.8mm thick, galvanized spring steel for 2.68 mm with a minimum pull strength of 110 kg. The adjustable clip also consists of a 3.5 mm aquiline wire to be used with the main runner.

18. LAMINATES:

- Thickness of the laminate to be used shall be 1.0 mm.

- Joints in laminates will not be permitted until and unless the same is unavoidable or is required as per the drawings.

19. STAINLESS STEEL RAILING:

- GENERAL:-

  All stainless steel used will be new material; the best of its kind .All Stainless steel shall be of Grade SS - 304. All tubes, box sections, solid sections, flats and plates have to be grounded and polished (hair line/mirror/ brush finished)

- FABRICATION: -All Fabrication work to be done in the workshop only. All fabrication shall be true to level, plumb and square and the corners, edges etc. in all cases shall be unbroken and neat. Any fabrication not conforming to size, specifications or workmanship shall be rejected and the same shall be rectified or removed and replaced with work of the required standard of workmanship at no extra cost. Form work /moulds / pattern shall be made for all glasses to be used in the staircase railing,and got approved by the Engineer-in Charge. All welding to be done only by TIG welding. All Railing shall be of contract quality and suitable for commercial use.

20. ALUMINIUM WINDOW

- **Aluminum casement Windows**

Supply, fabrication & fixing of Aluminum windows using aluminum extruded sections as per IS Code.

Design, fabricate installation of aluminum glazed windows as per elevation powder coated (50-60 Microns) in approved colour (AKZO NOBEL/JOTUN) with extruded buildup standard, tabular & other sections of grade 63400WP confirming to IS code .

The windows could be fixed / casement as per the architectural drawings & details. The aluminum section shall be smooth, rust free, straight and fabrication shall be done from factory (On-site fabrication is not allowed) with all joints mitered/crimped, outer frame, mullions ad shutter frames jointed with heavy duty aluminum angles/cleats and SS Screws including providing masking tapes on the profiles for safety against external

scratches at site (protection tape to be removed only at the time of handing over as per the instructions of project manager).

All joints in the framework shall be prefabricated from factory and will be crimped wherever possible using adequate insert and corners cleats shall be sealed with sealant. All screws in the assembly and installation shall be fully concealed and made of Stainless Steel.

The fastening will be done to the structure opening at anchorage locations in jambs & sills with raw plug and screws or with expansion fasteners to provide a minimum anchorage of 50 to 80mm in the masonry. Appropriate profile of EPDM gaskets shall be inserted between aluminum frames/ beadings and glass both inside and outside to make the glazing tight. Glazing clips, EPDM Gaskets shall be used for sealing.

The silicon sealant of approved make to be used wherever required for weather proofing. The windows shall have approved fittings like handles, two point locking system and friction stays/euro hinges as per design required. (Kinlong / giesse/pulse)

Glass to be approved as per client/ architect requirement. It can be 6/8 mm single clear toughened glass or DGU. The glass to be without any flaws, bubbles, scratches etc. All the Aluminum works shall be as per the details of the Engineers. It shall be designed to accommodate thermal movement of the aluminum components resulting from the exterior skin temperature. All windows should be made with all necessary frame work and should be water-tight.

The frames, glass and the adjoining structures to be clean and tidy. All aluminum windows are to form a system: custom designed for optimum performance and should come with protective tape which shall be removed at the time of handing over.

- **Aluminum Sliding Windows**

Supply, fabrication & fixing of Aluminum windows using aluminum extruded sections as per IS Code.

Design, fabricate installation of aluminum glazed windows as per elevation powder coated (50-60 Microns) in approved colour (AKZO NOBEL/JOTUN) with extruded buildup standard, tabular & other sections of grade 63400WP confirming to IS code .

The windows could be fixed / sliding as per the architectural drawings & details. The aluminum section shall be smooth, rust free, straight and fabrication shall be done from factory (On-site fabrication is not allowed) with all joints mitered/crimped, outer frame, mullions ad shutter frames jointed with heavy duty aluminum angles/cleats and SS Screws including providing masking tapes on the profiles for safety against external scratches at site (protection tape to be removed only at the time of handing over as per the instructions of project manager).

All joints in the framework shall be prefabricated from factory and will be crimped wherever possible using adequate insert and corners cleats shall be sealed with sealant. All screws in the assembly and installation shall be fully concealed and made of Stainless Steel.

The fastening will be done to the structure opening at anchorage locations in jambs & sills with raw plug and screws or with expansion fasteners to provide a minimum anchorage of 50 to 80mm in the masonry. Appropriate profile of EPDM gaskets shall be inserted between aluminum frames/ beadings and glass both inside and outside to make the glazing tight. Glazing clips, EPDM Gaskets shall be used for sealing.

The silicon sealant of approved make to be used wherever required for weather proofing. The windows shall have approved fittings like handles, rollers as per design required.

Glass to be approved as per client/ architect requirement. It can be 6/8 mm single clear toughened glass/ DGU. The glass to be without any flaws, bubbles, scratches etc. All the Aluminum works shall be as per the details of the Engineers. It shall be designed to accommodate thermal movement of the aluminum components resulting from the exterior skin temperature. All windows should be made with all necessary frame work and should be water-tight.

The frames, glass and the adjoining structures to be clean and tidy. All aluminum windows are to form a system; custom designed for optimum performance and should come with protective tape which shall be removed at the time of handing over.

21. GLAZING:

- All glass is to be of approved manufacturer of approved quality and shall be free from bubbles, smokes, waves, air holes and other defects.
- While cutting glass, proper allowance by made for expansion. Each square of glazing to be in one whole sheet. On completion of work, all glass shall be cleaned inside and outside and all cracked scratched and broken panes shall be replaced and left in a good condition.
- All exposed edges of glass shall be lead polished.

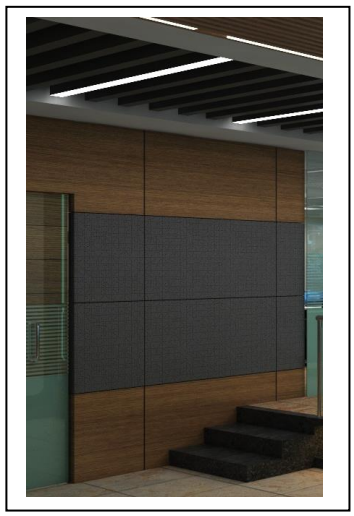
22. FLUSH DOOR :

Doors of 825-1050mm width /2100-2400 mm height with 35mm laminated (textured/premium) flush door along with teak wood lipping. Teak wood door frame of section size 110 x 62.5mm etc. as per detail/ drawing incl. T.W.architrave, hinge, beading, door closer etc. complete in all respect. Rate inclusive of melamine polish on all exposed wooden surfaces. Complete with stainless steel hardware including handles, locks, ball bearing hinges, as per design -detail.

TECHNICAL SPECIFICATION FOR CONTROL ROOM INTERIOR

A. Technical Specification of Command Control Room Interior

1. Modular Rigid PVC Metal Panelling



1.1 Factory made removable type self inter lockable metal panels with front sheet of preformed textured hot dip galvanized sheet with rigid polyvinylchloride (PVC) film on one side and on the other side a coating to avoid rust (sheet thickness 0.6mm & PVC coating atleast 0.11mm). The back cover of the panel shall be made up of 0.6mm thick CRCA/GI sheet of approved colour. The panelling design shall comprise of specially designed combination of perforated and non-perforated panels through CNC laser cutting, bending & punching. Panels shall be designed to achieve shape and design as per the design consultant and shall be fixed using GI/CRCA hook fitting on structure. Overall system thickness for panelling shall be 60mm to 90mm and for partition shall be 70mm to 120mm.

1.2 Panel shall comprise of perforation for making the cladding and partitions acoustically sound.

1.3 Tiles Perforation – To achieve acoustics without deteriorating the aesthetical appeal of the control room it is necessary that the wall panelling shall have micro-perforations (less than 1.6mm diameter each) all over the surface with a density of 5000 holes per square feet. UL audit certified design feature on modular wall panelling tile having clean perforations and providing smooth finish on front fascia of tiles. The tile shall have 5000 holes per square feet on front side of the tile. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

1.4 As per design, panel shall comprise of perforation for making panelling and partitions acoustically sound. Acoustic grade fire retardant fabric (minimum 1mm thick) will be fixed (on the back side of perforated tiles) at some parts of the control room facility.

1.5 There shall be possibility of wide variety of colours and images to be used on the wall elements to give the aesthetic and state of the art look to the control room interior.

1.6 Panel design to support proper integration of large video screen.

1.7 Structure shall allow uninterrupted flow of wires/cable/tubes of maximum diameter 25mm.

1.8 Panel shall be designed in such a manner that it takes care of undulation of walls and gives perfect flat surface finish and compile easy service & maintenance procedure.

1.9 To provide acoustically superior environment and ensure proper attenuation of airborne sound, it is necessary that the sound transmission class (STC) value of wall panelling and partition shall be 40

(According to IS: 9901 (Part III) – 1981, DIN 52210 Part I- 1989, IS0: 16283 (Part I) -2014, test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

1.10 The modular metal panelling shall comply to the lead-free directive to ensure restriction of hazardous substances so that the final product does not contaminate the environment. The final product i.e., modular metal panelling does not contain hazardous substances and we give a healthy life to our coming generations it is necessary that the modular metal panelling system shall be RoHS certified/tested (from UL / Intertek). Valid certificate/test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

1.11 From fire safety point of view the metal wall panelling tiles shall be class A fire rated as per the norms of comparative measurements of surface flame spread and smoke density measurements with that of select grade red oak and fiber-cement board surfaces under the specific fire exposure conditions. The proposed wall panelling tiles shall be Class A certified/tested as per ASTM e84 (from UL/Intertek) for surface spread of flame and smoke generation. This is mandatory to ensure that the materials used in the interiors do not provoke fire. Valid certificate/test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

1.12 Seismic safety of user & control room equipment is a prime concern area. The metal panelling shall sustain the seismic vibrations as per design spectrum IS 1893 for zone 3 or better vibrations. The test shall be carried out by authorized government agency. Test Report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

1.13 The wall panelling shall be robust & strong enough to sustain the routine loads/minor impacts of typical control room environment. The wall panelling/partition structure shall have UL audit certified feature of Load bearing capacity of 300 Kgs to hold any display unit on clamp having minimum length of 750mm. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

1.14 As control room is a mission critical area and in an unlikely case of damage to the existing wall panelling tiles the same shall be replaceable within 20 seconds and thereby preventing loss of time of operators and ongoing operations. UL audit certified feature of modular wall panelling tile having secure locking arrangement for equidistant mounting. Locking arrangement enables easy replacement without using any tool within 20 seconds. The feature shall provide easy flexibility of locking all tiles in one column through gravity. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

1.15 Design

1.15.1 The cladding panels shall be made up of combination of two sheets locked and riveted together and polystyrene shall be used as infill to achieve strength and acoustics. The front tile (PVC pre-coated metal sheet) shall be perorated/ non-perforated as per the design requirement and the back tile (Powder coated 0.6mm CRCA steel sheet and powder coating thickness 0.06mm to 0.09mm) shall be designed in such a manner that it fits on the back portion of the front tile. Once the tiles are assembled then these will be riveted. These tiles shall be bent through CNC, machine punched & laser cut to achieve perfect accuracy.

1.15.2 Structure shall be made from modular, heavy-duty powder coated CRCA frame (minimum sheet thickness 1mm) and shall allow uninterrupted flow of wires/cable/tubes of maximum diameter 25mm.

1.15.3 Structure shall be securely connected from wall, roof and floor. It shall be made up of minimum 1mm thick vertical slotted rolled C sections (Upright) and horizontal rolled ‘C’ connectors. Grid of desired dimension shall be formed by vertical and horizontal sections having 20 to 50mm pitch.

1.16 Surface Finish

1.16.1 For panels

1.16.1.1	Front Panel: PVC pre-coated GI sheet (sheet thickness: 0.6mm and PVC coating: atleast 0.11mm)
1.16.1.2	Back Cover: Powder coated CRCA steel sheet. (sheet thickness: 0.6mm)
1.16.2	Rigid PVC / Panel material shall provide better thermal and electrical insulation. It shall be non-reflective/glare free and be eligible for food contact.
1.16.3	For Structure
1.16.3.1	Powder coated CRCA steel sheet. (sheet thickness minimum 1.0mm with powder coating)
1.16.3.2	The metal sheet shall have possibility of being formed mechanically per the specific needs of the project.
1.17	Material Selection
1.17.1	Available Width- 100mm to 1200mm (in multiples of 100 & 150mm).
1.17.2	Available Height- 100mm to 750mm (in multiples of 100 & 150mm).
1.17.3	Thickness- minimum 10mm for perforated tiles with acoustic fleece without back cover.
1.17.4	Minimum 25mm for perforated/non-perforated tiles with back covers.
1.18	Material Testing/Certification: (Certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date)
1.18.1	PVC pre-coated sheet:
1.18.1.1	Fire rating and Low flame spread: EN ISO 11925-2, EN 13823 and ASTM e-84
1.18.2	Core material (compressed polystyrene):
1.18.2.1	Acoustic test: 9301/ ISO: 140/ASTM 413, ASTM C 578.
1.18.3	Powder coating
1.18.3.1	Adhesion test: EN ISO 2409 / ASTM: D 3359
1.18.3.2	Impact resistance test: ASTM D 2794 (5/9’ ball)
1.18.3.3	Conical mandrel test: ASTM D522
1.18.3.4	Salt spray test: 1000 hours as per ASTM B117
1.18.3.5	Resistance to humid atmosphere test as per ISO 6270
1.19	Component Specification
1.19.1	Floor Mounting
1.19.1.1	‘I’ section made from pre-welded of minimum 2mm thick C channels; having minimum height of 150mm. This I section shall be firmly weld on 3mm thick grouting plate.
1.19.1.2	This assembly shall be grouted on the false floor with the help of M8/10 anchor fasteners.
1.19.1.3	These floor mountings shall be the base support to the vertical uprights spaced at a center-to-center distance of 1200mm maximum.
1.19.1.4	Bidder shall ensure proper marking and levelling before proceeding with any floor grouting.
1.19.2	C Section (Upright) fixing
1.19.2.1	58mm wide slotted rolled C section (UPRIGHT) (1 to 1.6 mm thick CRCA steel sheet). Maximum single piece length shall not exceed 2450mm.
1.19.2.2	All sections will be dual slotted with 20 to 50 mm pitch.
1.19.2.3	These uprights shall be mounted over the floor mountings and shall be connected by C connectors made up of 1.0mm to 1.6mm thick CRCA steel sheet ‘C' sections.
1.19.2.4	The installation to be carried out with Uprights spaced at 1200 mm (center to center) securely fixed to the false floor by means floor mountings.
1.19.2.5	The uprights shall be firmly held with L-shaped wall mounts made up of minimum 1.6mm thick CRCA steel sheet duly powder coated.
1.19.2.6	The L clamp and the upright will be bolted together with M6 bolts
1.19.3	End Cap

1.19.3.1 0.75mm thick PVC coated GI tile; (similar to panel tile) shall be bolted on the extreme end-uprights, corners to hide the grid structure.

1.20 Panel

1.20.1 The panels shall be hooked on the uprights.

1.20.2 Panels shall have metal hooks

1.20.3 The hooks of the panels shall have a length of minimum 90mm (for the upper hook) and 80mm (for the bottom hook). So that these panels are firmly held on the uprights.

1.20.4 The panel shall have hook in arrangement (With gravity lock).

1.21 Door Profile

1.21.1 Door frame shall be fixed with these profiles only to have proper integration of doors with the overall system.

1.22 Feature

1.22.1 Raw material for tile & powder coating shall not affect environment.

1.22.2 Colour shall not fade over 10 years

1.22.3 No sagging

1.22.4 Easy and quick installation

1.22.5 Low cleaning effort

1.22.6 100 % modular design. At site, no cutting, chipping work is allowed.

2. Printed Metal Panelling

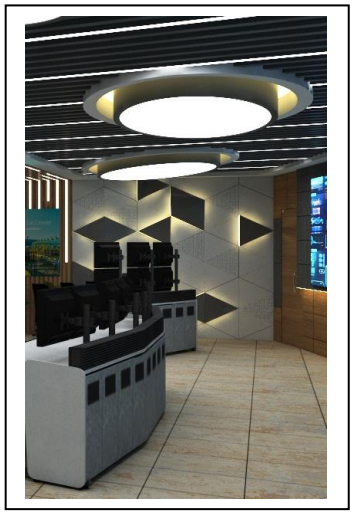
2.1 The printed panelling shall have the same technical specifications as that of modular rigid PVC metal panelling (wall finishing - Sr No. 1 modular rigid PVC metal panelling). However, in addition to it, the front tile shall be digitally printed. Graphics shall be approved by the Customer.

2.2 Digital printing shall be done on modular metal panelling. Pasting stickers/flex/vinyl on metal tile shall be deemed unacceptable.

2.3 The structure shall be made from a modular, heavy-duty powder-coated CRCA frame (minimum sheet thickness 1mm) and shall allow an uninterrupted flow of wires/cable/tubes of maximum diameter 25mm.

2.4 The structure shall be securely connected from wall, roof and floor. It shall be made up of a minimum of 1mm thick vertical slotted rolled C sections (Upright) and horizontal rolled ‘C’ connectors. Grid of the desired dimension shall be formed by Vertical and horizontal sections having 20 to 50mm pitch.

3. Designer Metal Panelling with Geometrical Tiles with Integrated Lights



3.1 All the properties shall be like Sr No. 1 modular rigid PVC metal panelling, and it shall have Designer geometrical tiles with integrated lights. The tiles shall be projecting at least 25mm out from the main panelling tiles to enhance the aesthetic appeal.

4. Modular metal acoustic batten panelling



4.1 Modular acoustic metal batten panelling of extruded aluminum with "T-groove for click-on system". Extruded Aluminum shall have finish of Textured wooden. Click on joinery shall be used for fixing to be used for improved rigidity. The structure system shall have grooves to insert polyethylene terephthalate acoustic board. The panelling shall have superior acoustics and shall adhere to the highest health and safety standards. Same system can be installed on curvilinear wall as per the design requirements.

5. Designer cladding made up of Alumina Tri-Hydrate with Integrated light on the periphery



5.1 The monolithic cladding material shall be fire retardant, Insulated, Waterproof, Scratch resistant and shall have high hardness. The thickness of the cladding shall be minimum 6mm. This is to give a grand look to the cladding. The structure shall be modular to ensure easy maintenance and replacement.

6. Curve/Bend Modular Rigid PVC Metal Partition

6.1 The material of construction and technical specification shall remain the same as per modular rigid PVC metal panelling (Wall Finishing - Sr No. 1 modular rigid PVC metal panelling) however, the shape shall be a perfect curve to provide more space for mounting of the LED. Panelling's curve shall be achieved by curved tiles only. Curvilinear arrangement using straight tiles shall be deemed unacceptable, however in partition the cladding shall be done on both side of the section/grid work. Factory made removable type self inter lockable metal panels with front sheet of Preformed Textured Hot dip galvanized sheet with rigid polyvinylchloride (PVC) film on one side and on the other side a coating to avoid rust (sheet thickness 0.6mm & PVC Coating atleast 0.11mm). The back cover of the panel shall be made up of 0.6mm thick CRCA/GI sheet of approved colour. The panelling design shall comprise of specially designed combination of perforated and non-perforated panels through CNC laser Cutting, bending & punching. Panels shall be designed to achieve shape and design as per the design consultant and shall be fixed using GI/CRCA hook fitting on structure. Overall system thickness for panelling shall be 60mm to 90mm and for partition shall be 70mm to 120mm.

6.2 Tiles Perforation – To achieve acoustics without deteriorating the aesthetical appeal of the control room it is necessary that the wall panelling shall have micro-perforations (less than 1.6mm diameter each) all over the surface with a density of 5000 holes per square feet. UL audit certified design feature on modular wall panelling/partition tile having clean perforations and providing smooth finish on front fascia of tiles. The tile shall have 5000 holes per square feet on front side of the tile. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

6.3 Structure shall allow uninterrupted flow of wires/cable/tubes of maximum diameter 25mm.

6.4 To provide acoustically superior environment and ensure proper attenuation of airborne sound, it is necessary that the sound transmission class (STC) value of wall panelling/partition and partition shall be 40 (According to IS: 9901 (Part III) – 1981, DIN 52210 Part I- 1989, IS0: 16283 (Part I) -2014, test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

6.5 The modular metal panelling/partition shall comply to the lead-free directive to ensure restriction of hazardous substances so that the final product does not contaminate the environment. The final product

i.e., modular metal panelling does not contain hazardous substances and we give a healthy life to our coming generations it is necessary that the modular metal panelling system shall be RoHS certified/tested (from UL / Intertek). Valid certificate/test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

6.6 From fire safety point of view the metal wall panelling/partition tiles shall be class A fire rated as per the norms of comparative measurements of surface flame spread and smoke density measurements with that of select grade red oak and fiber-cement board surfaces under the specific fire exposure conditions. The proposed wall panelling tiles shall be Class A certified/tested as per ASTM e84 (from UL/Intertek) for surface spread of flame and smoke generation. This is mandatory to ensure that the materials used in the interiors do not provoke fire. Valid certificate/test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

6.7 Seismic safety of user & control room equipment is a prime concern area. The metal panelling/partition shall sustain the seismic vibrations as per design spectrum IS 1893 for zone 3 or better vibrations. The test shall be carried out by authorized government agency. Test Report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

6.8 The wall panelling/partition shall be robust & strong enough to sustain the routine loads/minor impacts of typical control room environment. The wall panelling/partition structure shall have UL audit certified feature of Load bearing capacity of 300 Kgs to hold any display unit on clamp having minimum length of 750mm. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

6.9 As control room is a mission critical area and in an unlikely case of damage to the existing wall panelling/partition tiles the same shall be replaceable within 20 seconds and thereby preventing loss of time of operators and ongoing operations. UL audit certified feature of modular wall panelling tile having secure locking arrangement for equidistant mounting. Locking arrangement enables easy replacement without using any tool within 20 seconds. The feature shall provide easy flexibility of locking all tiles in one column through gravity. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

7. Modular Rigid PVC Metal Partition

7.1 The material of construction and technical specification shall remain the same as per modular rigid PVC metal panelling (Wall Finishing - Sr No. 1 modular rigid PVC metal panelling) however, in partition the cladding shall be done on both side of the section/grid work. Factory made removable type self inter lockable metal panels with front sheet of Preformed Textured Hot dip galvanized sheet with rigid polyvinylchloride (PVC) film on one side and on the other side a coating to avoid rust (sheet thickness 0.6mm & PVC Coating atleast 0.11mm). The back cover of the panel shall be made up of 0.6mm thick CRCA/GI sheet of approved colour. The panelling design shall comprise of specially designed combination of perforated and non-perforated panels through CNC laser Cutting, bending & punching. Panels shall be designed to achieve shape and design as per the design consultant and shall be fixed using GI/CRCA hook fitting on structure. Overall system thickness for panelling shall be 60mm to 90mm and for partition shall be 70mm to 120mm.

7.2 Tiles Perforation – To achieve acoustics without deteriorating the aesthetical appeal of the control room it is necessary that the wall panelling shall have micro-perforations (less than 1.6mm diameter each) all over the surface with a density of 5000 holes per square feet. UL audit certified design feature on modular wall panelling/partition tile having clean perforations and providing smooth finish on front fascia of tiles. The tile shall have 5000 holes per square feet on front side of the tile. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

7.3 Structure shall allow uninterrupted flow of wires/cable/tubes of maximum diameter 25mm.

7.4 To provide acoustically superior environment and ensure proper attenuation of airborne sound, it is necessary that the sound transmission class (STC) value of wall panelling/partition and partition shall be 40 (According to IS: 9901 (Part III) – 1981, DIN 52210 Part I- 1989, IS0: 16283 (Part I) -2014, test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

7.5 The modular metal panelling/partition shall comply to the lead-free directive to ensure restriction of hazardous substances so that the final product does not contaminate the environment. The final product i.e., modular metal panelling does not contain hazardous substances and we give a healthy life to our coming generations it is necessary that the modular metal panelling system shall be RoHS certified/tested (from UL / Intertek). Valid certificate/test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

7.6 From fire safety point of view the metal wall panelling/partition tiles shall be class A fire rated as per the norms of comparative measurements of surface flame spread and smoke density measurements with that of select grade red oak and fiber-cement board surfaces under the specific fire exposure conditions. The proposed wall panelling tiles shall be Class A certified/tested as per ASTM e84 (from UL/Intertek) for surface spread of flame and smoke generation. This is mandatory to ensure that the materials used in the interiors do not provoke fire. Valid certificate/test report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

7.7 Seismic safety of user & control room equipment is a prime concern area. The metal panelling/partition shall sustain the seismic vibrations as per design spectrum IS 1893 for zone 3 or better vibrations. The test shall be carried out by authorized government agency. Test Report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

7.8 The wall panelling/partition shall be robust & strong enough to sustain the routine loads/minor impacts of typical control room environment. The wall panelling/partition structure shall have UL audit certified feature of Load bearing capacity of 300 Kgs to hold any display unit on clamp having minimum length of 750mm. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

7.9 As control room is a mission critical area and in an unlikely case of damage to the existing wall panelling/partition tiles the same shall be replaceable within 20 seconds and thereby preventing loss of time of operators and ongoing operations. UL audit certified feature of modular wall panelling tile having secure locking arrangement for equidistant mounting. Locking arrangement enables easy replacement without using any tool within 20 seconds. The feature shall provide easy flexibility of locking all tiles in one column through gravity. Valid UL audit certificate to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

8. Straight Glass Partition (12mm thick toughened glass)

8.1 Full height glass partitions walls shall be made of 12mm toughened glass with frame-less structure. Proper structure shall be made to ensure the fixing of glass from RCC slab above false ceiling and holding channels on flooring.

8.2 Straight and vertical structural members shall not be visible. Glass shall be fitted on extrusion with tool less technology and having a provision for replacing glass with perforated sheet/acoustic tile by removing the glass.

8.3 NOTE: - The nature of installation shall be replaceable, expandable and flexible to cater the future expansion/technical up-gradation.

9. Doors

9.1 **12mm thick Frameless tempered clear glass door with fittings (Single / Double Doors): -** With door spring and locking arrangements and both way handle and patch fittings.

9.2 **Automatic Power Operated Sliding Door**

9.2.1 Door shall be complete with 12mm thick frameless tempered clear glass leafs with all hardware and miscellaneous equipment. Power connection and cabling: Conceal within the Door head unit cover. Include operator, header with roller track, carrier assemblies, framing jambs, sliding door panel(s), activation, safety devices and accessories required for complete installation.

9.2.2 Accessories:

9.2.2.1 Center Lock Housings

9.2.2.2 Vertical Stiles

9.2.2.3 Floating Header Bars

9.2.2.4 Door Patches

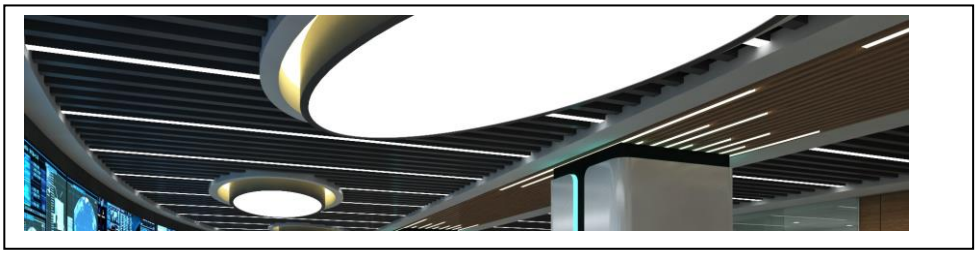
9.2.2.5 Channels and Header Bars

9.2.2.6 12mm thick frameless tempered clear glass leafs etc.

9.3 **Metallic Door (Single / Double Doors): -** With door hinges and locking arrangements and both way handle. Prepare with rigid thermo fused film metal panels. Specification: 0.6mm thick Metal panel sheets, internal cavity filled with adequate quantity of honeycomb. Material of the partition and that of metal door will remain the same. Material of the partition and that of metal door will remain the same. The door thickness shall be minimum 45mm and frame thickness shall be minimum 115mm.

10. Ceiling

10.1 **Designer membrane/stretch ceiling**



10.1.1 The ceiling shall be supplied with demountable translucent stretch ceiling membrane with harpoon, corners ready to install. It shall not get discoloured & sag. All joints shall be provided with appropriate interface trims to be able to demount the ceiling to access the lights. The ceiling shall be installed using ceiling aluminium suspension system, complete as per manufacturer's installation guidelines and as per approved shop drawings in line with the design intent and approval by Architect/Engineer In-charge approval. LED strips shall be installed using custom aluminium extrusions to ensure longevity of the installation. The ceiling shall have following features and properties: -

10.1.2 Simple and maintenance friendly: Installed in a few hours and finished product shall not require any taping, spackling, or painting, and shall be easily cleanable.

10.1.3 Durable: The systems shall resist shocks and shall not crack with movement or under stretch conditions.

10.1.4 Safe: The membranes and profiles shall have passed the stringent fire and safety tests.

10.1.5 The membrane shall have been classified as non-toxic upon burning. The Flexible membrane shall be b-s1-d0 / ASTM E-84 class A tested/certified.

10.1.6 Green: Membranes shall be 100% recyclable.

10.1.7 There shall not be any welding defect on Membranes for years to come on the perimeter edging or in the seams.

10.2 **Designer Metal Baffle ceiling**

10.2.1 The baffles shall be made up of CRCA powder coated sheet. These baffle planks shall be bent through CNC to have dimensions as 80X50mm or as per the design approval or as per EIC approval or as per site conditions.

10.2.2 Centre to centre distance shall be minimum 150mm.

10.2.3 To ensure restriction of hazardous substances; so that the final product does not contaminate the environment and we give a healthy life to our coming generations it is necessary that the metal ceiling system shall be RoHS certified (from UL / Intertek). Valid certificate/report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

10.2.4 It is well known that metal is resistant to fire as compared to wood & fabric. However, from fire and safety point of view, to ensure that the used material is not subjected to any kind of surface treatment which provokes fire. The proposed ceiling tiles shall be class A certified as per ASTM e84 (from UL / Intertek) for surface spread of flame and smoke generation. This is mandatory to ensure that the materials used in the interiors do not provoke fire. Valid certificate/report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

10.2.5 Specifications (Finish and component details)

10.2.5.1 Ceiling Baffle tile: minimum 0.7mm thick CRCA powder coated sheet.

10.2.5.2 Carrier made of 0.60 mm CRCA steel sheet, powder coated to matching baffle colour or black as directed by the Customer. Ceiling to have arrangement to fix, hang and lock the baffles of required sizes and at required intervals. the size of punched carrier would be 35x20x35mm bent channel with holes for suspension and fixing secondary channel.

10.2.5.3 The baffles top edge will have a flange of 5mm to fix in the carrier profile.

10.2.5.4 Mother C Channel: minimum 0.8mm thick CRCA steel Sheet with Laser cut profiles.

10.2.5.5 Suspension: The carriers would be placed at every 1200mm (maximum) and suspended by means of a secondary angle, channel fixed to the carrier at every 900 to 1200 mm and this secondary member in turn would be suspended by 8mm rod fixed to the slab by means of 8mm diameter, dash fastener.

10.2.5.6 Top Clamp: 1mm thick CRCA steel Sheet for holding the threaded rod.

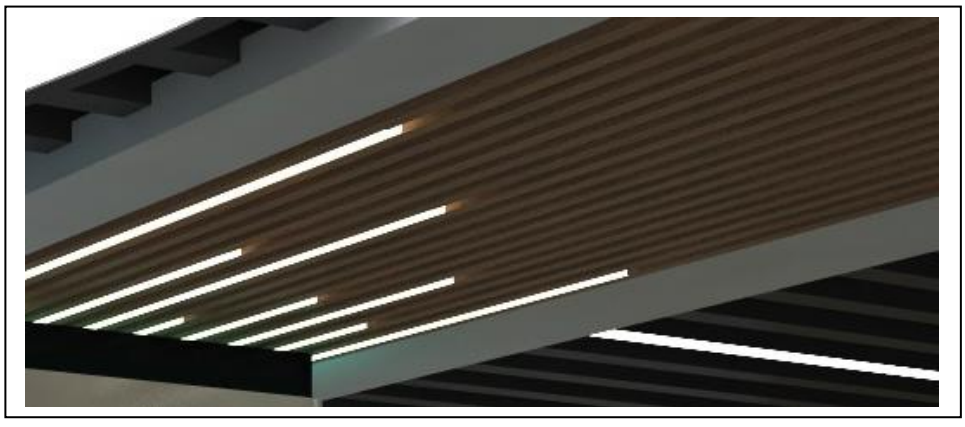
10.2.5.7 End Cap: minimum 0.75mm thick CRCA Powder Coated sheet. End cap similar to main ceiling baffle.

10.2.5.8 Entire structure will be in powder coated CRCA sheet.

10.2.5.9 Metal Strip where baffle planks will be hanged shall be sleek & sturdy.

10.2.5.10 Color: As per approval.

10.3 **Modular metal acoustic batten ceiling**



10.3.1 Modular acoustic metal batten ceiling made up of extruded aluminium with “T-Groove click-on system”. Textured wooden finish shall be provided. Click on joinery shall be used for fixing to be used for improved rigidity. The structure system shall have grooves to insert polyethylene terephthalate

acoustic board. The ceiling shall have superior acoustics and shall adhere to the highest health and safety standards.

10.4 **Designer Metal Ceiling**

10.4.1 Factory made acoustic modular metal false ceiling of powder coated panels. Make shall comprising of perforated and non-perforated metal panels made through CNC laser Cutting, bending & punching. Panel shall be of 0.6mm CRCA Powder Coated sheet of approved colour. Panels shall be designed to enhance visual feel, with provision for easy installation and maintenance, integrated lighting and scope for integration of building services like HVAC and fire detection/ fighting system.

10.4.2 The ceiling shall have Noise absorption coefficient (NRC) value 0.60 according to IS:8225-1987, ISO: 354-1985 and ASTM 423-90. Valid certificate/report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

10.4.3 As per design panel shall comprise of perforation for making false ceiling acoustically sound with fire rated acoustic fleece

10.4.4 To ensure restriction of hazardous substances; so that the final product does not contaminate the environment and we give a healthy life to our coming generations it is necessary that the metal ceiling system shall be RoHS certified (from UL/Intertek). Valid certificate/report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

10.4.5 It is well known that metal is resistant to fire as compared to wood & fabric. However, from fire and safety point of view, to ensure that the used material is not subjected to any kind of surface treatment which provokes fire. The proposed ceiling tiles shall be Class A certified as per ASTM e84 (from UL/Intertek) for surface spread of flame and smoke generation. This is mandatory to ensure that the materials used in the interiors do not provoke fire. Valid certificate/report to be submitted along with the technical bid and the certificates/test reports should be valid on bid due date.

10.4.6 The structure shall be made from a heavy-duty powder-coated CRCA steel sheet (minimum sheet thickness 0.8 to 1.6mm). It shall be securely grouted from the roof with help of an anchor fastener and GI self-threaded rods.

10.4.7 Ceiling Plank

10.4.7.1 Plank shall be made from 0.6mm thick CRCA Powder coated sheet of approved shade and sizes.

10.4.7.2 Light fitting can be defined as per the LUX requirement

10.4.7.3 It shall have Laser cut circular hole for light fixing as per defined lux requirement and approved layout

10.5 **Designer calcium silicate ceiling**

10.5.1 Plain calcium silicate acoustic boards for false ceiling with 08mm approximately thick, Structure for underside of suspended grid formed of GI perimeter channels. Wood screws and metal expansion raw plugs for fixing with wall. Plastic emulsion paint of approved make and shade for finishing surface of Calcium Silicate Boards. Specification: Calcium Silicate Board is manufactured from a mixture of Portland cement, fine silica, special cellulose fibers and selected fillers to impart durability, toughness, fire and moisture resistance.

11. Lighting and Illumination

11.1 **Round LED Lights: -** High performance LED downlighter with high system efficacy for good quality and uniform lighting. Conforms to general lighting norms for office and other indoor applications.

11.1.1 Colour Temperature (K)- 3000 K / 4000 K / 5700K

11.1.2 LED Efficacy (lm/W) – 100 to 160

11.1.3 CRI >70

11.1.4 Power Consumption 6W to 24W

11.1.5 LED’s life >25,000 hours @ L70

11.2 **MASTER LED tube integrates in Baffle Ceiling (Static): -** It integrates a LED light source into a traditional fluorescent form factor. Its unique design creates a perfectly uniform visual appearance which cannot be distinguished from traditional fluorescent. For those that are looking for value for money within limited budget and re-lamping efforts for better light effect and lifetime.

11.2.1 Lumen Output - 2000 – 3000
11.2.2 Colour Temperature (K)- 3000 K / 4000K / 5700K / 6500K
11.2.3 LED's life >25,000 hrs @ L70
11.2.4 CRI >70
11.2.5 Input Voltage Range (V) 150 - 270
11.2.6 LED Efficacy (lm/W) >150
11.2.7 Power Consumption (W) 20W to 32W

11.3 **LED based Strip Light (Static): -** It will be a continuous rail of LED light, high brightness, neutral, or warm white with wall washing applications. Its slim profile and simple daisy-chain system allows high design flexibility to form long.

11.3.1 Light source: LED
11.3.2 Light color: 6500K
11.3.3 Power consumption: 3W/m to 5W/m
11.3.4 Operating Voltage Range (V) 100 – 300
11.3.5 Operating Frequency (Hz) 50 ± 3%
11.3.6 Colour: White
11.3.7 Lifetime: 15000 burning hrs. (At L70)

11.4 **MCBs**

11.4.1 For the control and protection of low voltage installations against overload and short circuits.
11.4.2 Ripping characteristic: C Curve – 5 to 10 x In
11.4.3 Rated at 25°C to -50°C
11.4.4 Isolation function
11.4.5 Double entry points, separate bus bar entry, open mouthed terminal and lift clamps.

12. Plastic Emulsion Paint

12.1 Painting to new walls with 3 coats of plastic emulsion paint of approved brand and shade after thoroughly brushing the surface to remove all dirt and remains of loose powdered materials including cost and conveyance of all materials to work site and all operational, incidental, labour charges etc. complete for finished item of work over one coat of primer total 3 coats.

13. Wall Putty

13.1 Material for 1mm thick Putty on all exposed portions of beams, columns and walls as directed by the consultants including mixing, scraping, and levelling the surface, cleaning and complete in all respects to receive the paints & finishes.

14. Flooring

14.1 **Designer Acoustic False Flooring**

14.1.1 Mandatory – Top Surface shall be acoustic laminate flooring. Height above the RCC floor – from 150 to 450mm as per layout.
14.1.2 The flooring shall be manufactured of fiber reinforced calcium sulphate panels having edges finished with PVC edge band and top surface shall be finished with durable & environment friendly acoustic laminate pasted with special glue. Tile Size shall be 600mm X 600mm.

14.1.3 The Panel shall

14.1.3.1 Have density of 1600KgM^3.

14.1.3.2 Fire resistance DIN EN 1366-6 2005-02.

14.1.3.3 Core material thickness shall be minimum 30mm.

14.1.4 The acoustic laminate shall be made up of twin-layer linoleum built up from 2mm Laminate.

14.1.5 This false floor panel shall rest on Edge support rigid grid system having Galvanized Iron base plate dimensions as 100mm X 100mm. The stringer shall be fixed on pedestal having height adjustment of ±25mm.

14.2 **Designer Acoustic Flooring**

14.2.1 To avoid distraction of operators because of unwanted noise generated from movement of chairs/people in the control/office room it is necessary that the proposed flooring shall damp such impact noises. Acoustic flooring (shall reduce impact sound by 14dB (ISO 717-2)). It shall be twin-layer linoleum built up from minimum 2mm acoustic laminate and a 2mm corkment backing. Flooring shall be decorative type of approved shade, pattern, texture and design and of approved manufacturer. Dimensions shall be as per the final approved design and site requirement. Flooring shall be laid over concrete floor with laying compound strictly as per manufacturer's specification.

14.3 **Granite Stone for floor Highlighter/steps** in required design and pattern, with 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) laid and joint with white cement slurry including pointing with white cement slurry admixed with pigment of matching shade as directed by the Engineer-in-Charge**.**

15. S.S. railing with glass

15.1 Fixing of 900mm high Side Fixed Handrail system including 08mm clear toughened glass railing with Customized SS 304 Railing system as per Customer approval. The glass shall be held with SS 304 stud with flat headed bolt single point spider fittings as per design. The 50 diameter SS pipe shall be held firmly with the 63.5x12 mm thick SS flat vertical bar through SS bracket at every junction with M4SS set screws. The entire assembly shall be fixed through two SS connect holder brackets. The system will be Complete as per requirement of site.

16. Corporate Logo as per EIC approval.

17. Designer Privacy Film

17.1 The film to be installed on clear glass to provide the look of sandblasted glass.

18. Control Desk

18.1 **Technical Specifications: -** The control room console solution shall conform to high standard of engineering as mentioned in the document; meeting the specified codes, standards and designs. It shall be capable of performing 24X7 operations under the specified environmental condition in compliance to control room ergonomic norms i.e. ISO 11064. All the certificates and reports mentioned below and in BOQ shall be submitted along with the technical bid.

18.1.1 Structure: -

18.1.1.1 Made of heavy-duty extruded vertical and horizontal aluminium profiles. The extrusions shall be duly powder coated with 40+ microns over all surfaces. All sheet metal parts shall be finished with a durable, black, electrostatic powder coating. OEM shall have a valid trademark registration certificate

issued by the Government of India for the Control Desk proposed in this tender. Valid Trademark registration certificate to be submitted along with the technical bid.

18.1.1.2 To allow future extension and expansion, a weld-free system shall be proposed. Interconnecting joints shall not be visible. The structure shall be rigid enough to withstand BIFMA X5.5 tests. OEM shall have had BIFMA X5.5 certificate for at least six years prior to April 1st, 2022. The structure shall allow easy assembly of hinged shutters, slat wall, gland plate, and monitor arms in extremely rigid manner. Valid certificate of BIFMA X5.5 from authorized agencies to be submitted along with technical Bid.

18.1.1.3 The EPD (Environmental product declaration) of control room console shall be verified in accordance with ISO 14025 (from UL/Intertek) for Impacts on Environment by control room console. Valid report/document from UL/Intertek to be submitted along with technical bid.

18.1.2 Table top: - The material of the working surface shall be minimum 25 mm thick MDF with High-Pressure laminate. The proposed Control Desk's life cycle should be assessed (from approved LCA consultant) for environmental impacts associated with all the stages of a product's life for cradle to grave analysis. Valid report/document from UL/Intertek to be submitted along with the technical bid.

18.1.3 Slat Wall: - Slat wall shall be made of approximately 2mm thick extruded aluminium (aluminium alloy). The proposed Control Desk shall be UL Listed and valid certificate to be submitted along with the technical bid.

18.1.4 Modular removable PU nosing: The front edge of consoles is the component which comes in frequent contact of the operator. The soft polyurethane edge is an ergonomic requirement and is meant to prevent injury (accidental impact) to operator during emergency and it also reduces the contact stress. In case of damage to this edge the desk design shall permit quick & easy replacement within half an hour without taking any shutdowns or removal of the tabletops. Audit certified design feature of modular PU Edge: High-density poly-urethane foam moulded on industrial grade aluminium core to form 50mm deep tapered edge to be installed on worktop. In case of damage or wear, the edge shall be mechanically replaceable within 30 minutes without opening or removing the worktop. Valid UL audit certificate to be submitted along with the technical bid. Extruded PU edging/PVC T-beading shall be deemed unacceptable.

18.1.5 Monitor Arm: - The Console shall feature ergonomic display mounting arms. It shall enable quick & easy replacement of VESA mounts & arm extensions as per the ergonomic. UL audit certified design feature of monitor arm assembly shall have auto lock, push & remove feature for quick release of VESA mounts and modular arm extensions for ease in maintenance and fixing of monitor by one technician within 30 seconds without using any tools. Valid UL audit certificates shall be submitted along with the technical bid.

18.1.6 Shutters & Side Legs: - Front, and back shutters shall be of 18 mm Laminated MDF Board with premium finish. Side leg shall be of 25mm of the same finish.

18.1.7 The proposed control desk shall be ANSI/BIFMA e3-2019 certified/tested at least for level 3 from UL/Intertek as per Furniture Sustainability Standard to identify the sustainability level of the furniture with respect to the environmental, health & wellness, and social impacts applicable to product(s). Valid certificate to be submitted along with the technical bid.

18.1.8 Cable Trays and Wiring: - The Console shall be designed with vertical and horizontal cable trays to allow for continuous cable management between the cabinets. Wire shall be routed into the cabinet through gland plate. The proposed console shall be RoHS Certified/tested from UL/Intertek and the valid certificate/ test report shall be submitted along with the technical bid.

18.1.9 Hardware: - All bolts shall be of SS material to avoid rust due to environment. The remaining hardware shall be Nickel Plated MS.

19. Conference/Meeting Table

19.1 The conference/meeting room furniture shall conform to high standard of engineering as mentioned in the document; meeting the specified codes, standards and designs.

19.2 The furniture top shall be made up of minimum 25mm thick MDF board with molded Polyurethane (PU) Edge.

19.3 The under structure shall be made up of 18mm thick MDF board with 2mm thick PVC edge banding tape.

19.4 Accessories: Flap

19.5 Cable Trays and Wiring: - The furniture shall be designed with cable trays to allow for continuous & concealed cable management across the furniture.

19.6 Approximately minimum Dimensions – 3600mm (W) X 1200mm (D) X 750mm(H)

ALL OTHER FURNITURE ITEMS SHALL BE AS PER SPECIFICATIONS GIVEN IN THE BOQ ATTACHED WITH THE DOCUMENT. CONTRACTOR ARE ADVISED TO REFER PLEASE REFER BOQ BEFORE QUOTING

SPECIFICATIONS FOR ELECTRICAL WORKS

SCOPE OF WORK

The scope of work under these specifications shall include design, manufacture, testing, supply, storage, erections, testing and commissioning of various items for complete electrification including labour, tools, tackles and plants etc. as required and specified herewith. Any Item/Works/Supply etc. against the SOR, not mentioned herewith, shall be governed by **CPWD General Specifications for "Electrical Works Part I Internal – 2018" or later will be followed for DSR Items.**

Non-Schedule items Specification are as follows.

WIRING

- **TELEPHONE & DATA WIRING**

GENERAL: This document defines the cabling system and components with cable, termination hardware, supporting hardware, and miscellany required to furnish, and to install a complete cabling infrastructure supporting voice. The intent of this section is to provide pertinent information to allow the vendor to bid

the Tender document. However, it is the responsibility of the vendor to propose any; items required for a complete system whether or not it is identified in the specification, drawings and BOQ.

CODES & STANDARDS: The cabling system of voice system must comply the list of documents listed below (the latest revisions)

a) ANSI/TIA/EIA 568-B Commercial Building Telecommunications Cabling Standard
b) ANSI/EIA/TIA-569-A Commercial Building Standard for Telecommunications Pathways and Spaces
c) ANSI/EIA/TIA-606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
d) ANSI/TIA/EIA-607 Commercial Building Grounding and Bonding Requirements for Telecommunications

- **NETWORKING EQUIPMENT**

- All active components shall be of the same make.
- All passive components excluding racks shall be of the same make.
- Bidder may supply equipment's of same specification or better.

Managed layer-2 Edge Switches:

The minimum specification of the layer 2/3 Edge Switches shall be:

A. Edge switch consisting of:

20 numbers of 10/100 Mbps T Ports + 4 nos. Combo loaded with three nos. of 100/1000 Tx

Module and 1 no. of 1G base SX Ethernet module.

B. the Edge Switch should have the following features & requirements.

- Modular and Scalable managed L2/L3 Switch
- Switching Fabric of minimum 12 Gbps
- Configurable up to 5000 MAC addresses

C. Protocols/Standards support:

30/45

- Ethernet IEEE 802.3, 10 Base T
- IEEE 802.3u - Fast Ethernet
- IEEE 803z, 802.3ab Gigabit Ethernet
- IEEE 802.1 q - VLAN Taggin
- IEEE 802.1p priority tags
- IEEE 802.3x - Flow Control
- Port Mirroring
- IEEE 802.1s Multiple Spanning Tree Protocol (MSTP)/ equivalent
- IEEE 802.1x – port authentication
- IEEE 802.3ad Link Aggregation Control Protocol

- IEEE 802.1D spanning tree protocol
- Up to 255 VLANs per switch
- IGMP (Internet Group management protocol)

D Network Management features:

- Web based
- Telnet and TFTP (Trivial file transfer protocol) access
- RMON (Remote Network monitoring)
- SNMP

E. Architecture

- Layer 2 switching (managed)

F. Quality of Service (QoS)

- IEEE 802.1 p prioritization with minimum 4 priority queues
- Provision for IP telephony & VOIP support
- Differentiated services (RFC 2474) All equipment's shall support TCP/IP with full QOS features

The minimum Specification for Passive components shall be:

A Cat 6 Patch Cord/Mounting Cord Patch Cable

- Shall be Unshielded Twisted Pair
- Shall Meet TIA/EIA-568-B.2-1 Category 6 specifications
- Shall have RJ45 connector at both ends (Straight cable)
- Standard length: 3 ft.
- All patch cords shall be factory crimped.

B Cat 6 Patch Panel

- Shall be Rack Mountable.
- Shall be of powder coated steel chassis
- Shall have port identification no. in front of the panel.
- Shall be available in 24 ports configuration.
- Shall be covered by ETL verification program for compliance with TIA 568B.2-1 (Category 6 connecting hardware specification)
- Shall have integrated rear cable management shelf.
- Power Manager

The minimum Specification for Racks shall be:

Specification of Rack

- The specification of the racks shall be as follows:
- The rack shall be of metallic structure with box type design.
- The racks shall be Floor Mountable with G.I. frame structure
- The racks shall be provided with lock & key arrangement and toughened glass fitted at Bottom.

- The racks shall be provided with proper ventilation arrangements minimum 4 fans on top and proper opening for cable entry.
- A/C main distribution Box with minimum 10 nos. of 10 amp sockets and Switches.
- Four sections – that can be opened from both front & back and Side shall be bolted.
- Cable manager with Jack Panel.

2.0 Final Acceptance Test (FAT):

After successfully installation of the system, final acceptance tests shall be undertaken for a period of 7 days for integrated operation of the network. The tenderer in the presence of the purchaser shall carry out the final acceptance test.

3.0 Completeness:

Any equipment, materials or supplies which may not be specifically mentioned, but are

necessary for carrying out the contract work shall be in the scope of the tenderer and the systems must be complete in all respects.

4.0 Warranty:

Three year comprehensive onsite warrantee for the materials supplied after successful

completion and issue of acceptance certificate shall be provided. This warranty shall be provided by the bidder through Original Equipment's supplier.

Bill of Quantity:

The bill of quantity may vary during actual execution of work. However for price evaluation items & quantity as indicated in SOR shall be considered.

- **DESKTOP DIGITAL PHONE:**

- Desktop digital telephone with tilted/ elevated support /stand.
- Should work using one pair of standard telephone cable extended from the EPABX.
- Fully line powered system, (no need for any external power to operate)
- Digital line interface.
- Tilt-able LCD Graphical Display of high resolution with minimum 4-line text message on screen
- Messages wait Indicator.
- Incoming call indication through Display and Optical (Visual) Alert
- Incoming call indication (thru display/Optical alert) while one line is in use.
- Minimum 16 programmable keys & provision for additional soft-keys by addition of extra key modules.
- 4 way keys for menu navigation.
- Incoming Speech Gain Control.
- Ringer Volume Control.
- Full Speakerphone with high audio quality in Hands-free operation (full Duplex) & Mute facility.

- On-Hook dialing from key pad (no need to press speaker, line, or other function keys, before dialing a telephone number).
- Hot dialing from key pad for transfer, conference (no need to press hold, flash or other function keys, while a conversation is already in progress)
- Adjustable Handset and Monitor speaker volume.
- Optical call alert (LED/LCD) for incoming call
- Echo cancelling for local echo (AEC full duplex)
- Alphanumeric keypad for dial-by-name
- Make: OEM of EPABX system

- **CLI CORDED TELEPHONE**

  CLI corded analog standard telephone with standard keys including Flash, Redial etc. keys with FSK/DTMF caller ID Telephone Handset, Aesthetic look, minimum 2 Line x 16 Digit & Alphanumeric LCD Display for Name and Number. Compatible/ operatible with all EPABX System like Alcatel, Siemens, coral etc. operating at -48VDC. Minimum 10 Outgoing Call Memory, Display of Real Time & Date in Idle Mode, Switch able Tone/Pulse mode, two way speaker phone with volume adjustment etc. or equivalent to Alcatel -29339/Beetal- M-53 /BPL-3078 /Panasonic-KX-TSC-62 etc. models minimum. Preferred color: Black/Dark grey.

- **HORIZONTAL WIRING**

The horizontal wiring shall be the portion of the telecommunications wiring system that will extend from the telecommunications outlet to the telecommunications closet. The horizontal wiring shall include, mechanical termination for the horizontal cables, and cross-connections located in the telecommunications closet.

The horizontal wiring shall be capable of handling the following minimum services.

a) Voice telecommunications.

b) Premises switching equipment.

The horizontal wiring shall be in star topology where each telecommunications outlet connected to a telecommunications closet. Horizontal wiring shall preferably contain no more than one transition point between different forms of the same cable type.

Bridged taps shall not be permitted as part of the horizontal wiring.

The maximum horizontal distance shall be limited to 90 meters (295 ft) independent of media type i.e. the cable length from the mechanical terminating of the media in the telecommunications closet to the telecommunications outlet in the required area shall be limited to this distance. This horizontal distance includes cabling required from the telecommunications closet to telecommunication outlet to the required area. Horizontal cable shall be limited to one of the following type of cable.

Grounding Considerations: Grounding system shall be an integral part of the telecommunications wiring system. In addition to helping protect personnel and equipment from hazardous voltages, the grounding system

shall reduce the effect of electromagnetic interference ((EMI) to and from the telecommunications wiring system.

Grounding shall meet the NEC requirements and practices or local authorities or codes whichever impose a more stringent requirement.

The grounding system shall be consider following.

a) Installation conforms to proper practices and requirements.
b) Each telecommunications closet shall have an appropriate grounding access.
c) Grounding shall be available for cross-connect frames, patch panel racks, telephone and data equipment and equipment required for maintenance and testing.

LIGHTING FIXTURE AND LUMINAIRES

- **Luminaires:**

- Luminaires shall comply with the ECBC guidelines revised in June 2009 or its latest provisions wherever applicable.
- Enclosure of luminaires shall provide a minimum degree of protection of IP 20 when located within buildings and IP 44 when located outside buildings, but luminaires mounted externally; and less than 2 M above finished ground or paved level shall be IP 45.
- Luminaires with built-in high frequency electronic ballast or transformers shall be suitable for direct mounting on normally flammable surface.
- Where specific requirements related to flame propagation and flammability of translucent covers are indicated, certificates of tests shall be submitted to the Engineer-in-Charge. The tests shall comply with BS 2782 part I.
- Terminal blocks for connection of the supply cables shall be of adequate size for the size of conductors forming the loop in wiring. Unless separate tails are required where indicated, terminal blocks shall incorporate a fuse of suitable type and rating.

- **Exhaust Fans:**

- Propeller type exhaust fans shall conform to IS: 2312 (Latest Edition) in all respects. The motor shall be of die-cast aluminum case. The fan motor shall be of energy efficient squirrel cage induction design. Single phase motors shall be of capacitor start and run type.
- Exhaust fans be provided with a special anti-corrosive treatment to withstand normal concentrations of chemical fumes in the environment. The fan shall be designed to withstand the effect of moisture under normal conditions of use. The design of motor and its windings shall be such that moisture in surroundings is not absorbed by the windings. Exhaust fans shall be complete with mounting rings, ring arms and a resilient suspension. The motor and blades shall be statically and dynamically balanced. The blades shall be made of mild steel sheets and so designed that they operate smoothly with minimum noise. The fans shall be finished to a glossy gray shade with approved enamel paint. The fans shall also be provided with louvers for exhaust arrangement or bird screen. Exhaust fans shall be fixed at the locations shown on the drawings. The fans shall be fixed by means of tag bolts grouted in wall. Exhaust fan shall be connected to the exhaust fan point by means of a flexible cord.

2. LED (Light Emitting Diodes) Luminaires:

All LED Lamps/Fittings along-with the drivers shall comply with the following as a minimum apart from the technical specifications mentioned in the SOR.

- Suitable for operation in an Ambient Temperature of up-to 50 Deg. Cent.
- All LED Lamps/Fittings shall be suitable for an Input Rating of 1 Phase, 220-240 V AC, 50 Hz and Input Power Factor > 0.9.
- Diffusers wherever used shall be PMMA based and UV Stabilized.
- Frame of the LED Fitting shall be of Aluminium Extrusion/Die-Cast Aluminium or CRCA Housing as specified in the Technical Specs in the SOR with white powder coated (RAL9010) wherever applicable.

- Aluminium shall form the base material to act as heat sink for the LED's. with the PCB mounted on back-plate for efficient heat dissipation wherever applicable/required.
- Constant Current/Constant Voltage Single Channel LED Lamp Drivers as per applicability, with efficiency > 85 % and THD<= 15 % shall be used.
- LED Drivers shall have Surge Protection level of at- least 1.0 KV (N-E) /2.5 KV (N-E) as specified in the SOR/Technical Specs against each type of LED Fitting.
- The LED Life shall be at-least 50,000 hrs.(L70 life based on LM-80 testing data according to TM-21 protocol)
- CRI compliance (Including R9 of the LED) shall be >80 & R9>10.
- LED Junction Temperature shall not exceed 110 Deg. Cent.
- LED Binning (Macadam) 3 or 5 shall be deployed with assured color consistency within the Macadam3 or Macadam 5 ellipse, as specified and applicable against each type of fitting in the SOR/Technical Specs.
- LED Fitting shall comply to IP (Protection Class) as specified in the SOR/Technical Spec against each type of fitting along-with ZHLS/FRLS cables connections.
- The Color Temperature shall be in the range **3000-3200K** OR **5700 K and above** as specified/ applicable against each type of LED Fitting in the SOR/Technical Specs.

- **Support and Fixings:**

- Where the weight of a luminaire is supported by a conduit box or cable trucking, the fixing of the conduit box or trucking shall be adequate for the purpose and approved by Engineer-in-Charge.
- Luminaries fitted with tungsten filament lamps and having metal back plates shall not be fixed directly to conduit box in which thermoplastic material is the principal load bearing member.
- Support of luminaries from cable trucking shall be by means of proprietary clamps or brackets.
- Luminaries mounted on or recessed into suspended ceilings shall not support luminaries unless specifically shown and approved.
- For wall mounted luminaries, the mounting height shall be above finished floor level, measured to the center of the conduit box, unless otherwise indicated.

1. Wiring Connections:

- Where luminaries fixed direct to circular conduit boxes or are supported by pedants or chains, the final circuit wiring shall terminate at a terminal block in the conduit box. Where luminaries having fluorescent tubes are fixed direct to circular conduit boxes, the final circuit wiring may be terminated within the luminaire unless otherwise indicated. The wiring shall enter each luminaire at the conduit entry nearest to the terminal block and where a loop in wiring system is used, leave by the same entry; wiring shall not pass through a luminaire unless the approval of the Engineer-in-Charge.
- Where luminaries are mounted on or recessed into a suspended ceiling, connection shall be by flexible cord from a plug-in ceiling rose unless otherwise indicated. The plug-in ceiling rose shall be located not more

than 500 mm from the access in the ceiling and shall be firmly supported, unless otherwise approved by the Engineer-in-Charge.

- Cables and flexible cords for final connections to luminaries shall be suitable for the operating temperature of the luminaire.
- The size of final connection cables or flexible cords shall be as indicated.
- Cables and cords passing close to ballast within a luminaire shall be suitable for the operating temperature of the ballast.
- Contact of each luminaire to an earthing terminal incorporated in the adjacent conduit box. Where the final connection is by flexible cord, the protective conductor shall form part of the cord.

MV CABLES

General

Technical specifications in this section cover supplying and lying of:

- Medium voltage cables.

Codes & Standards:

All equipment's, components, materials and entire work of cabling system shall be carried out in conformity with Bureau of Indian Standards and Codes of Practice as amended up to date and as below:

PVC insulated heavy duty cables	IS 1554
Cross link polyethylene insulated PVC (sheathed XLPE cables)	IS 7098
Code of Practice for installation and maintenance of Power cables up to and including 33 KV rating	IS 1255
Conductors for insulated electrical cables	IS 8130
Drums for electrical cable	IS 10418
Methods of test for cables	IS 10810
Recommended current rating	IS 3961
Recommended short circuit rating of high voltage PVC cables	IS 5891

In addition, relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended up to date shall also apply.

Wherever appropriate Indian Standards are not available, relevant British and /or IEC Standards shall be applicable.

Equipment's certified by Bureau of Indian Standards shall be used in this contract in line with government regulations. Test certificates in support of this certification shall be submitted, as required.

Cables

Medium Voltage Cables: Up to 25 sq.mm size, Medium voltage cables shall be aluminium conductor XLPE insulated, PVC sheathed armoured conforming to IS 7098-part-1 and the cable below 25 sq.mm size shall be copper conductor PVC insulated, PVC sheathed confirming to IS-1554-part-1.

All medium voltage Cables shall be rated for a 1100 Volts.The cable shall be stranded aluminium /Copper conductor in case of above 10 sq.mm whereas solid conductor in case of 10 sq.mm. and below.

Conductor shall be of electrolytic Aluminium/Copper conforming to IS : 8130 and are compact circular or compact shaped. A common covering (bedding) shall be applied over the laid up cores by extruded sheath of un-vulcanized compound. Armouring shall be applied over outer sheath of PVC sheathing. The outer sheath shall bear the manufacturer's name and trade mark at every meter length. Cores shall be provided with following colour scheme of PVC insulation.

1 Core	:	Red/Black/Yellow/Blue
2 Core	:	Red and Black
3 Core	:	Red, Yellow and Blue
3 .5 /4 Core	:	Red, Yellow, Blue and Black

Current ratings shall be based on the following conditions.

- Maximum conductor temperature 70. 0 deg C
- Ambient air temperature 45.0 deg C
- Ground temperature 30.0 deg C
- Depth of laying 750 mm

Short circuit rating of cables shall be as specified in IS 1554 Part-I.

Cables have been selected considering conditions of maximum connected loads, ambient temperature, laying method, grouping of cables and allowable voltage drop. However, the contractor shall recheck the sizes before cables are fixed and connected to service.

Cable Code: The following code shall be used as per IS: - 7098 Part-I for designing the type of cables.

Aluminium Conductor	A
PVC Insulation	Y
XLPE Insulation	2X
Steel round wire armour	W
Steel strip armour	F
Steel Double round wire armour	WW
Steel Double strip armour	FF
Non-magnetic (Al.) round wire armour	Wa

Non-magnetic (Al.) strip armour Fa

PVC outer sheath Y

Testing: The testing of the cable shall be completed in different phases and places as described below:
Tests at Manufacturer's Work: The cables shall be subjected to test in accordance with relevant standards to prove the design and general qualities to the cables as below (as per IS 10810):
Routine test on each drum of cables.

- Acceptance tests on drums chosen at random for acceptance of the lot.

Type test on each type of cables, inclusive of measurement of armour DC resistance of power cables

SPECIFICATION FOR MATERIAL AND WORKMANSHIP

1. All Materials brought on site of works and meant to be used in the same shall be the best of their respective kinds and to the approval to the architects/Employer.

2. Samples of all materials shall be got approved by the Architects/Employer and shall be deposited with him before the order for the material is placed with the suppliers. The material brought on the works shall confirm in every respective with approved samples.

3. The contractors shall check each fresh consignment of materials as it is brought on the site of the works, to see that they confirm in all respects to the satisfactions and/or samples approved by the Architects.

4. The EIC will have the option to have any of, the materials tested to find whether they whether they are accordance with the satisfaction and the contractor will bear all expenses in that connection. All bills, vouchers and test certificates which, in the opinion of the EIC or the representative, as necessary to convince him as to the quality of the materials of their suitability shall be produced for his inspection on requisition Testing charges, if any shall have to be borne by the contractor.

5. Any material that have not been found to confirm to the specification will be rejected forthwith and shall be removed from the site by the contractors within 48 hours at their own cost.

6. The Architect/Employer shall have power to cause the contractors to purchase and use such materials, from any particular source, as may in his opinion be necessary for the proper execution of the work.

7. Workmanship: All works shall be to level plumb and square comers, edges and arises in all cases shall be unbroken and finished neat.

8. Skilled mistries for the respective trades shall employed by the contractors to check to the work in progress and to instruct and extract the right kind of workmanship from the men employed on the works Instructions given to such mistries by the architect or his representative shall be carried out with a view to get the work executed in a neat and workman like manner according to these specification.

9. The Architect/Employer may order the inspection any finished work as he chooses and in a manner he decides, and the contractors shall bear all expenses in the connection. If the results of such inspection prove

that the workmanship is not of the standard required, the work will be rejected and removed forthwith and he replaced by works of the accepted standard of quality.

LIST OF APPROVED MAKES/BRANDS/AGENCIES-

The Owner/Consultant reserves the right to select any of the brands indicated in the list of approved makes without any extra claim from the contractor. Following makes/ brands are also approved in addition to those mentioned in the item of works as described in BOQ & Specifications.

CIVIL WORKS

SL. No.	ITEMS	APPROVED MAKE
1	GREY CEMENT	ACC, J.K, BIRLA; ULTRA TECH, JAYPEE,SHREE, PRISM
2	WHITE CEMENT	JK, BIRLA WHITE
3	WALL PUTTY	BIRLA, J.K SRIRAM, FERROUS CRETE, ACRO PAINTS
4	REINFORCEMENT/STRUCTURAL STEEL	SAIL, TATA, RATHI, JINDAL, BHUSHAN, SRMB
5	ANTI-TERMITE TREATMENT	PEST CONTROL INDIA LTD, PEST CON INDIA, PEST CONTROL INCORPORATED.
6	CONCRETE ADDITIVE	CICO, PIDILITE, FOSROC, BASF
7	PRELAMINATED FLUSH DOORS/ SHUTTERS	GREENLAM, DURIAN, CENTURY, AMULYA, GREENPANEL DURO
8	FLUSH DOORS / SHUTTERS	GREENLAM, DURIAN, CENTURY, AMULYA, GREENPANEL DURO
9	PLYWOOD / BLOCK BOARD / SOFT BOARD	GREEN-PLY, CENTURY ARCHITECT PLY, DURO,DURIAN SUMO, AMULYA, GREENPANEL
10	PRELAMINATED PARTICLE BOARD	GREENLAM, MERINO, ARCHID, AMULYA
11	LAMINATES/VEENERS	GREENLAM, CENTURY, MERINO, ARCHID, AMULYA, GREENPANEL
12	MDF BOARD/HDF BOARD	GREENLAM, MERINO, CENTURY, AMULYA, GREENPANEL
13	ADHESIVE FOR WOOD WORK	DUNLOP, FEVICOL, PIDILITE.
14	POLYRETHANE SEALANT	KRYTON, PIDLITE, FAREMATE, SOPREMA
15	POLYETHELENE BOARD/ BACK UP ROD	SUPREME INDUSTRIES, FINOLEX
16	ALUMINIUM SECTIONS	JINDAL, HINDALCO
17	STAINLESS STEEL	JINDAL OR EQUIVALENT
18	STAINLESS STEEL RAILING	OZONE, DORMA,KITCH, VISTA
19	EXPANSION/ FASTNERS	FISHER, HILTI, ANCHOR
20	FLOAT GLASS / TOUGHENED GLASS	SAINT GOBAIN, MODIGUARD, ASAHI
21	CERAMIC TILES	KAJARIA , HR JOHNSON, ORIENT BELL, SOMANY

22	VITRIFIED TILES	KAJARIA, , ORIENT BELL, SOMANY, RAK,HR JOHNSON
24	EXTERIOR WALL TILES	BELL,,UNISTONE, DALAL TILES, HR JOHNSON
28	SYNTHETIC ENAMEL PAINTS	BERGER (LUXOL GOLD), ASIAN (APCOLITE), ICI DULUX (GLOSS),SHALIMAR, ULTRATECH PAINTS, ACRO PAINTS
29	OIL BOUND DISTEMPER	SHALIMAR, ASIAN PAINT, BERGER (BISON), NEROLAC, ACRO PAINTS
30	CEMENT BASED PAINT	SHALIMAR ,SNOWCEM PLUS, BERGER (DUROCEM EXTRA), ASIAN ULTRATECH PAINTS, ACRO PAINTS
31	PLASTIC EMULSION PAINT/ INTERIOR PAINT	OIKOS, SKK, UNISTONE, BERGER, ICI, NEROLAC,ULTRATECH TEXTURE PAINTS, ACRO PAINTS
32	OTHER PAINTS / PRIMERS	ICI DULUX, ASIAN, BERGER, NEROLAC ULTRATECH TEXTURE PAINTS, ACRO PAINTS
33	PAINTS	BERGER, ASIAN PAINTS, ICI, NEROLAC ULTRATECH TEXTURE PAINTS, ACRO PAINTS, PIDILITE
34	SURFACE TEXTURE PAINT(EXTERIOR)	OIKOS, SKK, UNISTONE, SPECTRUM, ULTRATECH TEXTURE PAINTS, ACRO PAINTS
35	SURFACE TEXTURE PAINT(INTERIOR)	OIKOS, SKK, UNISTONE, ULTRATECH TEXTURE PAINTS, ACRO PAINTS
36	DOOR / WINDOWS PATCH FITTINGS	HETTICH,HAFALE
37	LOCKS	HETTICH, HAFALE
38	WARDROBE/ CUBBOARDS HANDELS	HETTICH ,HAFALE,
42	MS PIPE	JINDAL (HISAR), PRAKASH, SURYA,TATA,SAIL
43	S.S. HINGES	HETTICH , HAFALE
44	M.S. HINGES	HETTICH , HAFALE
45	DOOR CLOSER	DORMA, DOORSET, HAFALE, HETTICH
46	METAL FALSE CEILING (ANTIBACTERIAL / ANTI FUNGAL)	ARMSTONG, CREDENCE, HUNTERDOUGLAS, WONDERCEIL, DURLUM
47	SILICON SEALANT	DOW CORNING, GE BAYER, WACKER,DOCONY, PIDILITE
48	PAD LOCKS	HETTICH,HAFALE

49	FIRE DOORS	GODREJ, GLOBLE FIRE PROTECTION COMPANY, RADIENT STAFF FIRE DOORS, KITPLY, NAVAIR
52	POLYCORBONATE ROOF SHEETING	GE PLASTIC, DANPALON, POLYGAL, SABIC
53	FLOOR SPRING	DORMA, HAFALE, HETTICH
56	CLOUD/SOUNDSCAPE	ARMSTRONG, CREDENCE , DECOSONIC,WONDERCEIL
57	ALLUMINIUM COMPOSITE PANEL	ALUCOBOND, ALEX PANELS,REYNOBOND
58	ASPHALT EMULSION	STP / KARNAK, CHEMICAL CORPORATION
59	TILE ADHESIVE	FERROUS CRETE,(FERRO-1122) ,ARDEX, PIDILITE ENDURA(GOLD STAR) ULTRA TECH, ACRO PAINTS
60	RUBBER GASKET	BIS APPROVED QUALITY
61	POLYURETHANE PAINT	MRF OR EQUIVALENT APPROVED MAKE, ACRO PAINTS
62	WAX POLISH	MEN'SSION, (RECKITT & COLMAN)
63	MELAMINE	ICI DULUX, ASIAN, MRF, ACRO PAINTS
64	SILICON WATER REPELLENT SOLUTION	GE BAYER, REMMERS, DUPONT, PIDILITE, ACRO PAINTS
65	GYPSUM BOARD FALSE CEILING	INDIA GYPSUM, LAFARGE, GYPROC, USG BORAL, AEROLITE, WONDERCEILING, CREDENCE
	METAL FALSE CEILING	DURLUM, INVANTAGE, SASe WORLDWIDE ASP, CREDENCE
66	MINERAL FIBRE TILES CEILING	ARMSTRONG, CREDENCE, HUNTER DOUGLAS, WONDERCEIL
67	LAMINATED WOODEN FLOORING	PERGO, PARKETT, ARMSTRONG, GREENPANEL
68	VENETIAN BLINDS	VISTA, MAC, HUNTER DOUGLAS
69	PVC FLOORING	ARMSTRONG, FORBO, PARKETT
70	EXTERIOR WOOD HIGH PRESSURE LAMINATE WALL CLADDING	FUNDERMAX , PRODEMA, REZNOCLAD, WORLDWIDE ASP

71	WOODEN PANELLING/ACOUSTIC PANELLING	ARMSTRONG, CREDENCE, WONDERCEIL
72	ALUMINIUM LOUVERS	FAMELINE, CREDENCE , WONDERCEIL
73	MODULAR FURNITURE	DURIAN, HERMAN MILLER, GODREJ, HNI,
74	GLASS MOSAIC TILES	CORAL, BISAZZA, PAVIT
75	STRETCH CEILING	EUROCEIL, WONDERCEIL, BARRISOL
76	FIRE RATED STEEL DOORS	KUTTY'S, GMP TECHNICAL SOLUTIONS, TIRUPATI, VIJAY SYSTEM ENGINEER,NAVAIR
80	ALUMINIUM STANDING SEAM ROOFING	KALZIP/SANCO-JAPAN/ALUFORM/BEMO
81	GRC JALI / SCREENING/GRC WALL PANEL / GRC WALL/FROOR TILES/GRC VENEER	DALAL TILES INDUSTRIES,UNISTONE, BIRLA GRC, ULTRATECH
82	CC INTERLOCKING PAVER/GRASS PAVER/CURVE STONE/CHEQUERED TILES/TERRAZZO FLOORING TILES	DALAL TILES INDUSTRIES,UNISTONE, ULTRATECH
83	HEAT RESIDENTIAL TILES	DALAL TILES INDUSTRIES, THERMATECH, BIRLA, SOMANY, KAJARIA
84	SPACE FRAME STRUCTURE	HINDUSTAN ALCOX LTD, SPECO ENGINEERING PVT LTD, TATA BLUESCOPE
85	SIGNAGE WORKS	POSH-DECOR, PIONEER ALUMINIUM, CLIQUE SIGNS
86	AAC BLOCK ADHESIVE	FERROUS CRETE,(FERRO-1188) ,ARDEX ENDURA(WHITE STAR) ULTRA TECH
87	STONE ADHESIVE	FERROUS CRETE,(FERRO-1133) ,ARDEX, PIDILITE ENDURA(DIAMOND STAR) ULTRA TECH
88	EPOXY GROUT	FERROUS CRETE ,ARDEX ENDURA, PIDILITE ULTRA TECH, ACRO PAINTS, , SOPREMA
89	GYPSUM/READY MIX PLASTER	FERROUS CRETE,(FERRO-500) ,GYPROC (ELITE 90) ULTRA TECH

90	UPVC DOORS AND WINDOWS	FENESTA, NCL-VEKA, ALUPLAST, PROVIANCE
91	REST-ROOM CUBICLES	STURDO FROM GREENLAM, TREPSA, CENTURY
92	LED for HIGH MAST	DEV MUSCO, GIGA TERA
93	EXPANSION JOINT/ JOINT COVERS	MIGUA , WORLDWIDE ASP,EMSEAL,LATHAN
94	HAND RAIL/CRASH RAIL/CORNER GUARD	WORLDWIDE ASP, CS, PAULING
95	ENTERANCE MATT SYSTEMS	MIGUA , WORLDWIDE ASP, McGill
96	WATERPROOFING COMPOUND/ADMIXTURE	PIDILITE,GRACE,SIKA
97	PU INJECTION GROUTING	PIDILITE, BASF, CIPY
98	HDPE MEMBRANE	PIDILITE,GRACE,SIKA, BASF
99	SBS MEMBRANE	PIDILITE, BASF,SIKA, GRACE
100	POLYURETHANE WATERPROOFING COATING (Bitumen Free)	PIDILITE,GRACE,SIKA, CIPY, BASF
101	POLYUREA WATERPROOFING	PIDILITE, BASF, GRACE
102	CRYSTALLINE WATERPROOFING	PIDILITE,PENETRON, XYPEX
103	ACRYLIC CEMENTITIUOS COATING	PIDILITE, GRACE, BASF
104	PU FOAM INSULATION(TERRACE)	PIDILITE, GRACE, SIKA, CIPY, BASF
105	WALL INSULATION	PIDILITE, DRYVIT, GRUPO PUMA
106	EPOXY/PU/EPU/TERRAZO FLOORING	PIDILITE, CIPY, GRACE, SIKA
107	FLOOR HARDENER	PIDILITE, CHOKSEY, MAPEI
108	SWELLABE WATER BAR	PIDILITE, GRACE, SIKA
109	STONE SEALER	ROFF, ARDEX ENDURA, PIDILITE, KERAKOLL
110	ADHESIVE FOR INSULATION BONDING(HVAC)	PIDILITE, FOSTER, CHILDER

111	INSULATION PROTECTION COATINGS(HVAC)	PIDILITE,FOSTER,CHILDER
112	RAFT WATERPROOFING	SOPREMA, ISOLTEMA, SINTEC
113	RETAINING WALL WATERPROOFING	SOPREMA, ISOLTEMA, SINTEC
114	PODIUM WATERPROOFING	SOPREMA, ISOLTEMA, SINTEC
115	TERRACE WATERPROOFING	SOPREMA, ISOLTEMA, SINTEC
116	ANY OTHER ITEMS	ON APPROVAL OF ARCHITECT / CONSULTANT

Note:

1. **Wherever makes have not been specified for certain terms as equivalent makes referred, the same shall be as per BIS and as per approved by Engineer- in-charge/Consultant.**

2. **Contractor shall be required to get the finishing items/products approved in respect of their make, finish, texture, colour & such parameters, which are essential.**

LIST OF APPROVED MAKES FOR EQUIPMENT & MATERIALS PLUMBING

PLUMBING		
S.No	Item	Make at PAR
1	5 LAYER PERT WATER SUPPLY PIPE	POLO FIT, POLOPLAST
2	PP-R PE 80 GLASS FIBRE COMPOUND WATER SUPPLY PIPE	POLY-MUTANE ML5 POLOPLAST
3	NOISE INSULATED DRAINAGE PIPES	POLOPLAST
4	PRESSURE REDUCING VALVE (PRVS)	HONEYWELL/OR
5	AIR ADMITTANCE VALVES	STUDOR/McALPINE/AIP
6	TRAPS/ WASTES/SHOWER TRAPS	McALPINE
7	PAN CONNECTORS	McALPINE
8	SANITARY FIXTURES & FITTINGS	Jaquar, Roca, Parryware, Player
9	CONCEALED CISTERN	TECE
10	DRAIN CHANNELS AND TILE INSERTS	McALpine.

11	SHOWER DRAINS (TRAPPED/UNTRAPPED)	McAlpine.
12	TILE GRATING WITH BLUE SILICON NRV	McAlpine.
13	5 LAYER PERT WATER SUPPLY PIPE	POLO FIT, POLOPLAST
14	PP-R PE 80 GLASS FIBRE COMPOUND WATER SUPPLY PIPE	POLY-MUTANE ML5 POLOPLAST
15	NOISE INSULATED DRAINAGE PIPES	POLOPLAST
16	PRESSURE REDUCING VALVE (PRVS)	HONEYWELL/OR
17	AIR ADMITTANCE VALVES	STUDOR/McALPINE/AIP
18	TRAPS/ WASTES/SHOWER TRAPS	McALPINE
19	PEX	GIACOMINI (Products Unlimited)
20	CPVC PIPES/FITTINGS AND VALVES	AKG/ASTRAL/FINOLEX/AJAY/ASHIRWAD/ SUPREME/AIP
21	G.I. PIPES /M.S.PIPES IS 1239/3589	JINDAL HISSAR/PRAKASH SURYA
22	UPVC PIPES AND FITTINGS	AKG/ASTRAL/ FINOLEX/SUPREME/JAIN/ PRINCE
23	SPUN CAST IRON PIPES & FITTINGS IS 3989	SRIF/SKF/NECO
24	SAND CAST IRON PIPE AND FITTINGS IS 1729	SRIF/SKF/NECO
25	G.I.FITTINGS (MALLEABLE CAST IRON)	ZOLOTO/'C" /SANT/UNIK
26	CHECK VALVES (DUAL SLIM TYPE)	SANT/ZOLOTO/ADVANCE/AIP
27	BUTTERFLY VALVE	SANT/ZOLOTO/ADUDCO/AIP
28	BALL VALVES (15 TO 40MM)	ARCO (SENA)/SANT/ZOLOTO/AIP
29	STONEWARE PIPES & GULLY - IS 651	ANAND/ISI
30	RCC PIPES IS 458	PRAGATI/SUPER WIRE/ISI

31	C.I. MANHOLE COVER & FRAME IS 1726	NECO/SRIF/SKF/RIF
32	F.R.P. MANHOLE COVER, GRATING, CATCH BASIN COVER	Products unlimited,
33	HOT WATER INSULATION	SUPERLON/A-FLEX
34	ANTI CORROSIVE TAPE FOR PIPE PROTECTION	PYPKOTE/MAKPOLYKOTE
35	GARDEN IRRIGATION SYSTEM	JAIN/HARVEL
36	ANTICORROSIVE BITUMASTIC PAINT	ISI
37	EPOXY PAINT	ISI, ACRO PAINTS
38	HYDRO-PNEUMATIC SYSTEM	
I	PUMPS	Mather Platt/GRUNDFOSS/EBARA/WILO/ESPA
Ii	PLC	AS PER MANUFACTURERS SPEC'S
Iii	PRESSURE VESSEL	AS PER MANUFACTURERS SPEC'S
Iv	PRESSURE SENSOR	AS PER MANUFACTURERS SPEC'S
39	CLEAR WATER PUMPS	DP-HOLAND/GRUNDFOSS/EBARA/WILO
40	SUBMERSIBLE DRAINAGE PUMPS	DP-HOLAND/GRUNDFOSS/EBARA/WILO/KSB
41	FILTER/SOFTENER	APEX/THERMAX/ION EXCHANGE/PENTAIR
48	VIBRATION ELIMINATOR PADS & CONNECTIONS	RESISTOFLEX
49	SUCTION STRAINER/POT STRAINER	VENUS/LEADER/EMARALD/ZOLOTO
50	METERS, INDICATION LAMP	ENERCON OR EQUIVALENT
51	FORGED STEEL FITTINGS	VS/SAINT
52	PRESSURE GAUGE	FIEBIG/GURU
53	MEASURING INSTRUMENTS	EQUIVALENT
54	FIRE ACCESSORIES	SAFEGUARD/Life Guard/NEWAGE/MINIMAX

55	SPRINKLERS	HD/TYCO/VIKING
56	ALARM VALVE	HD/SPRAYSAFE/AIP
57	FIRE-PUMPS	MATHER PLAT/WILLO / KIRLOSKAR
59	HOT WATER GENERATOR	THERMAX/RADIP CONTROL
60	SOLAR HEATER	SOLARHART/TATABP/RITEEKA
61	HOT WATER BOILER	RAPID CONTROL/OLYMPIA
62	FIRE EXTINGUISHER	SAFEGUARD/Life Guard/NEWAGE/MINIMAX
63	SANITARY FIXTURES & FITTINGS	
i	SANITARY WARE	ROCA/JAGUAR/KOHLER/PARRYWARE
ii	CP FITTINGS	ROCA/JAGUAR/KOHLER/PARRYWARE
65	CP FITTINGS	U-TECH/TOSHI//JAQUAR/PARRYWARE
66	SENSOR BATHROOM ACCESSORIES	U-TECH/TOSHI/JAQUAR/PARRYWARE
67	FIRE SURVIVAL CABLES	BATRA HENLAY, LAPP, FINOLEX

LIST OF APPROVED MAKES OF MATERIAL (EXTERNALEL ECTRICAL)

S.No.	Item Description	Approved Makes
1	GI PIPES	JINDAL HISSAR, SURYA, PRAKASH, ATUL
2	MS PIPE	TATA, JINDAL, SURYA, PRAKASH, ATUL
3	PVC PIPES/CONDUITS	BEC, AKG, ATUL, GM
4	COPPER CONDUCTOR PVC INSULATED WIRES	AKG/ LEGRAND/ RPG, SKYTONE, HAVELLS, BATRA HENLAY, FINOLEX, RALLISON, POLYCAB, GM
5	MINIATURE CIRCUIT BREAKERS(C-CURVE) (ISI MARK)	LEGRAND, SIEMENS, HAGER, C&S,GM, HAVELLS, POLYCAB, L&T,
6	EARTH LEAKAGE CIRCUIT BREAKERS	LEGRAND, SIEMENS, HAGER, C&S,GM
7	MOLDED CASE CIRCUIT BREAKER	L&T (D SINE), SCHNEIDER ELECTRIC (NSX), LEGRAND (DPX), SIEMENS (3VL),

	(WITH ROTARY HANDLE)	C&S,GM
8	MCB DISTRIBUTION BOARDS	LEGRAND, SIEMENS ELECTRIC (MG), C&S,GM
9	HRC FUSES	L&T, SIEMENS,LEGRAND, C&S
10	AIR CIRCUIT BREAKERS	L&T (U –POWER), SIEMENS ELECTRIC (MASTERPACT NW), ABB(E MAX), LEGRAND (DMX3), C&S
11	PROTECTIVE RELAYS/IDMT RELAYS	ALSTOM, ABB, SIEMEN ,C&S
12	ON - LOAD SWITCH ISOLATOR	ABB, L&T, SIEMENS,GM
13	APFCRELAYS (MICROPROCESSOR)	L&T, SCHNEIDER, SIEMENS, NEPTUNE-DUCATI,
1 4	MV SWITCHBOARDS	
	A) MAIN LT PANELS & HT PANELS	ABB, PRECISION SYSTEM CONTROL, L&T, SCHENEIDER
15	MV CONTACTORS, TIMER (SOLID STAT)	L&T, SIEMENS, ABB, C&S
16	1100 VOLTS GRADE CABLES/XLPE CABLE	AKG/ LEGRAND/ HAVELLS LAPP, RPG, SKYTONE,BATRA HENLAY, FINOLEX RALLISON, POLYCAB
17	1100 VOLTS GRADE PVC CONTROL	LAPP, RPG, SKYTONE, BATRA HENLAY, FINOLEX RALLISON ,POLYCAB
	CABLES/XLPE CABLE	
18	CABLE LUGS (TINNED COPPER)	DOWELLS, JAINSON, RALLISON, BATRA HENLAY, POLYCAB
19	CABLE COMPRESSIOPN GLANDS	PEECO, COMET, TRINITY TOUCH
20	11KV XLPE CABLES	LAPP, FINOLEX, SKYTONE,RALLISON BATRA HENLAY, POLYCAB
21	11 KV CABLE JOINTS (HEAT SHRINKABLE)	DENSON, RAYCHEM

22	11 KV VACUUM CIRCUIT BREAKERS	SIEMENS, L&T, SCHINDER
23	HT RELAYS	SIEMENS, ALSTOM, L&T
24	11 KV RING MAIN UNIT	SIEMENS, SCHINDER, L&T
26	CAPACITOR	L&T, SIEMENS, SCHNEIDER
27	CAST RESIN CURRENT TRANSFORMER	AE, KAPPA, GILBERT, MAXWELL, C&S
28	METERS DIGITAL	RISHAB, AE, SIEMENS,C&S
29	TRIVECTOR METER	SIEMENS, SCHINDER, C&S
30	HT-CT, PT, METER	AE, KAPPA, SIEMENS, C&S
31	SELECTOR SWITCHES	KAYCEE, L&T SAZLER,C&S,GM
32	INDICATION LAMP (LED TYPE)	L&T, SIEMENS,C&S,GM
33	CABLE TRAY	RMCON/ LEGRAND/OBO SLOTCO, PILCO, RICCO, PRECISION SYSTEM CONTROL
34	GANG OPERATED AIR BREAKER SWITCH UNIT	PACTIL, MEI
35	SINGLE POLE DROP OUT FUSES	PACTIL, MEI
36	11 KV PALLET TYPE LIGHTING ACCESSORIES	WSI, OVALUM, ELPRO, BHEL
37	11 KV INSULATOR	WSI, OVALUM, ELPRO, BHEL
38	TIME SWITCHES	L&T, SIEMENS, ABB, C&S
39	CABLE JOINT	RAYCHEM,DENSON
40	INDOOR TYPE ON LOAD AIR BREAK SWITCH	MEI, ISOTECH INDIA PVT LTD (GURGAON) , HPL
41	RUBBER FLOOR MAT 11 KV (ISI) (ELASTOMETRIC)	SUNTAX, TYCOON
42	SYNTHETIC MAT CONFIRMING TO IS : 15652 (2MM,2.5MM&3.0MM THICK ISI MARKED TYPE TEST	ELECTROMAT, TYCON, SAVEBOTT

	APPROVAL FROM ERDA)	
43	CHANGEOVER SWITCH	L&T, SCHNEIDER C&S,GM
44	AUTO TRANSFER SWITCH	GE, EMERSON C&S
45	SANDWITCH BUS DUCT	L&T, ZUCCHINI (LEGRAND), CONTROL & SWITCHGEAR
46	AIR INSULATED BUS DUCT	ZUKINI – LEGRAND , SIEMENS – SIVACON,
		SCHNEIDER
47	HDPE PIPE	DURA-LINE, RELIANCE
50	EXTERNAL LIGHTING POLES	BP PROJETS, TRANS RAIL, BAJAJ, PARUTI.
51	EXTERNAL LIGHTING FIXTURE	WIPRO, PHILIPS, BAJAJ, GIGATERA ,LT

LIST OF APPROVED MAKES OF MATERIAL (INTERNAL ELECTRICAL)

A.	**Internal Electrical Works**	
1	MS BLACK ENAMELED/ GALVANIZED ERW CONDUITS.	RMCON/ VIMCO/BHARAT/AKG, ATUL PIPE, ,GM
2	M.S.CONDUIT ACCESSORIES	RMCON/ VIMCO/BHARAT BEC, ATUL PIPE, AKG
3	GI PIPES	RMCON/ VIMCO/BHARAT RSCON, AKG, BEC
4	PVC CONDUIT & ACCESSORIES	BEC , POLYPACK ,AKG, ATUL PIPES, GM
5	COPPER CONDUCTOR PVC INSULATED WIRES	AKG/ LEGRAND/ HAVELLS LAPP, RPG, SKYTONE, BATRA HENLAY, FINOLEX RALLISON, POLYCAB,GM
6	MODULAR SWITCHES,SOCKET OUTLETS & WIRING ACCESSORIES WITH MOULDED COVER PLATE	LEGRAND, SIEMENS, HONEYWELL, C&S,GM
7	HEAVY DUTY METAL CLAD SOCKET	LEGRAND, SIEMENS, HAGER,C&S,GM

	OUTLETS WITH MCB IN MS HOUSING	
8	WEATHER PROOF SOCKET OUTLETS WITH MCB	HAGER, LEGRAND, SIEMENS, C&S,GM
9	MINIATURE CIRCUIT BREAKER	HAGER, LEGRAND, SIEMENS, C&S,GM
10	EARTH LEAKAGE CIRCUIT BREAKER	HAGER, LEGRAND, SIEMENS, C&S,GM
11	TIMERS & CONTACTORS TO BE MOUNTED IN DB	SIEMENS, HAGER, LEGRAND,
12	MCB DISTRIBUTION BOARDS IN SHEET STEEL HOUSING (DOUBLE DOOR)	SIEMENS, HAGER, LEGRAND, C&S,GM
13	HDPE CONDUITS & ACCESSORIES	DURALINE, RELIANCE,
B.	**DISTRIBUTION**	
1	KWH METERS (ELECTRONIC DIGITAL TYPE)	TRINITY, L&T, SECURE
2	SANDWITCH RISING MAIN	ZUKINI – LEGRAND , SIEMENS – SIVACON, SCHNEIDER
3	SINGLE PHASE PREVENTER	L&T, MINILEC, LEGRAND.
4	MOTOR PROTECTION CIRCUIT BREAKERS	LEGRAND, SIEMENS, L&T, C&S,GM
C	**LOW TENSION SYSTEM**	
1	TELEPHONE WIRES	AKG/ LEGRAND/ HAVELLS LAPP, FINOLEX, BELDEN, POLYCAB, BATRA HENLAY,GM
2	TELEPHONE TAG BLOCK	KRONE, POUYET, TVS,GM
3	TV CO-AXIAL CABLE	AKG/ LEGRAND/ HAVELLS LAPP, RPG, SKYTONE, BATRA HENLAY,GM
4	CAT 6 CABLE	AKG/ LEGRAND/ HAVELLS BELDEN, PANDUIT, SCHENIEDER, BATRA HENLAY,GM

D	**CABLES & ACCESSORIES**	
1	1100 VOLTS GRADE CABLES	AKG, LAPP, RPG, BATRA HENLAY
2	CABLE LUGS	DOWELLS, JAINSON,
3	CABLE COMPRESSIOPN GLANDS	PEECO, COMET,
4	CABLE TRAYS/ CABLE LADDERS	RMCON/ LEGRAND/OBO SLOTCO, PILCO, RICCO
E	**METERING & PROTECTION**	
1	CAST RESIN CURRENT TRANSFORMER	GILBERT MAXWELL, KAPPA, AE, ADVANCE
2	METER (ELECTRONIC DIGITAL/LCD)	L&T RISHAB, SIEMENS, AE, C&S
3	SELECTOR SWITCHES	L&T SALZER, KAYCEE, C&S,GM
4	INDICATION LAMP (LED TYPE)	L&T, VAISHNO, SIEMENS, C&S,GM
5	ENERGY MONITOR/TRIVECTOR METER	NEPTUNE-DUCATI, L&T, TRINITY, C&S
6	VOLTMETER, AMMETER	L&T RISHAB, SIEMENS, AE, C&S
F	**LV SYSTEM**	
1	FIRE DETECTION SYSTEM (COMPLETE SYSTEM)	TYCO(SIMPLEX)/SIEMENS(CERBEROUS PRO)
2	PUBLIC ADDRESS SYSTEM-SPEAKER,	HEINRICH/ MARTIN AUDIO/BOSE
3	HOOTER, MIKE, AMPLIFIER, ETC.	
4	CCTV	AMERICAN DYNAMICS / DSC/PELCO/SIEMENS
5	FIRE SURVIVAL CABLES	BATRA HENLAY/ LAPP/ FINOLEX
G	**MISCELLANEOUS**	
1	INVERTOR	SU-KAM, LUMINOUS, /POWER TRON, BPE/MICROTEK

2	CEILING FANS	CROMPTON, HAVELS,GM
3	EXHAUST FAN	ALSTOM, CROMPTON GREAVES, HAVELS,POLYCAB,GM
4	LAMPS	
	A) FLUORESCENT LAMP	WIPRO, PHILIPS, REGENT,LT
	B)COMPACT FLUORESCENT LAMPS	REGENT, WIPRO, PHILIPS,LT
5	LAMINATED SHEET	HYLAM, FORMIER
6	SPLITTERS FOR SMATV SYSTEM	NETGEAR, CATVISION
7	XLPE L.T.CABLE,1.1 KV GRADE(FRLS)	AKG/HAVELLS/LEGRAND/ LAPP, RPG, SKYTONE, BATRA HENLAY POLYCAB
8	LIGHT FIXTURES	PHILIPS, REGENT, XAL, LT
9	UPS	APC,VERTIV
10	CVT	LOGICSTAT, BLUEBIRD, SELVON, MAX POWER
11	AVIATION OBSTRUCTION LIGHT(LED TYPE)	PHILIPS, WIPRO,GM, LT
12	EXCHANGE/CONSOLE PANEL	TATA TELECOM, PANASONIC, MATRIX
13	HANDSET	TATA PHONE, BEETEL, PANASONIC, SIEMENS
14	RUBBER MATS	SYNTAX, TYCOON(ISI), ELASTOMERIC OR EQUIVALENT
15	TAPE OFF	CAT VISION, SHYAM
16	PVC PIPE	AKG/FINOLEX/ASTRAL SUPREME, ATUL
17	CHANGEOVER SWITCH	L&T, SCHNEIDER,GM
18	SERVO	EMERSON, APC,PEGASUS(AAL), ABB
19	LIFT	SCHINDLER, OTIS,THYSSENKUPP
20	DG SETS	CATEPILLAR, MTU, PERKINS-CAPTIVA,

21	PACKAGE TYPE SUBSTATION(PSS)	ABB, SCHNEIDER,C&S,SIEMENS
22	LED FOR HIGH MAST	DEV MUSCO, GIGA TERA LT

	LIST OF APROVED MAKES	
	I) LIST OF ACCEPTABLE MAKES OF EQUIPMENTS / MATERIALS	
BOQ Item No.	**Details of equipment/ material**	**Makes**
HIGH SIDE :		
1	VRF SYSTEM (INDOOR & OUTDOOR)	MITSUBISHI-ELECTRIC/ CARRIER/ TRANE/OG
2	FAN / BLOWER	A. KRUGER B. NICOTRA C. HUMIDIN
3	AIR FILTER	A. THERMODYNE B. PUROLATOR
4	HIWALL DX UNIT (INDOOR & OUTDOOR)	MITSUBISHI-ELECTRIC/ VOLTAS/DAIKIN/TRANE
5	I)AIR WASHER	A. AIRFLOW B. ZECO C. BRIGHTFLOW
	II) AIR WASHER FAN	A. KRUGER B. NICOTRA C. HUMIDIN
	III) AIR WASHER PUMP	A. KIRLOSKAR B. BEACON C. WILLO
	IV) FILTER	A. OEM
6	I) AIR SCRUBBER	A. AIRFLOW B. ZECO C. BRIGHTFLOW

	II) AIR SCRUBBER FAN	A. KRUGER B. NICOTRA C. HUMIDIN
	III) AIR SCRUBBER PUMP	A. KIRLOSKAR B. BEACON C. WILLO
	IV) FILTERS	A. OEM
2	**VENTILATION FANS:**	
2.1	INLINE FAN	A. CARRIER B. KINAL FLAKT C. OSTBERG
2.2	PROPELLER FAN	A. KRUGER B. NICOTRA C. HUMIDIN
3	**ELECTRICAL WORKS: (REFER ELECTRICAL SECTION)**	
LOW SIDE:		
4	**VALVE WITHOUT INSULATION**	
1	FACTORY FABRICATED BOX TYPE DUCT (PIR)	A. ZECO B. ROLASTAR C. PIE-PAL
2	G.I SHEET FOR DUCT	A. TATA B. SAIL C. JINDAL
5	**INSULATION:**	
1	ACOUSTIC LINING OF DUCT	A. AFLEX B. KFLEX C. APL D. ARMACELL
2	THERMAL INSULATION NITRILE RUBBER (CLASS 'Ó')	A. AFLEX B. KFLEX C. APL D. ARMACELL

3	SUPPLY / RETURN AIR GRILLS	A. CARYAIRE B. SYSTEM AIR C. RAVISTAR
4	VOLUME CONTROL DUCT DAMPER	A. CARYAIRE B. SYSTEM AIR C. RAVISTAR
5	SUPPLY / RETURN AIR DIFFUSERS	A. CARYAIRE B. SYSTEM AIR C. RAVISTAR
6	THERMOSTAT SENSOR	A. JOHNSOSN B. HONEYWELL C. SIEMENS
7	ANCHOR FASTNERS	A. HILTI B. FICHER
8	COPPER REFRIGERANT PIPE	A. MAXFLOW B. DIAMOND C. RAJKO
9	HUMIDISTAT	A. HONEYWELL B. JOHNSON CONTROL C. SIEMENS
10	MODULATING MOTORS	A. BELINO B. RAPID CONTROL
11	FLEXIBLE INSULATED DUCT- UL LISTED	A. CARYAIREB. SYSTEM AIRC. ATCO
12	FIBRE GLASS INSULATION	A. OWEVES CORNING B. UP TAWEGA C. EURO THERM
13	NITRILE TAPE FOR NITRILE INSULATION	A. K-FLEX B. A-FLEX C. APL
14	TF QUALITY EXPENDED POLYSTYRENE INSULATION	A. BEARD SELL B. ARKC C. LLOYDS

15	EXTRUDED POLYSTYRENE INSULATION	A. BEARD SELL B. ARKC C. LLOYDS
16	ALUMINIUM PERFORATED SHEET FOR ACOUSTIC LINING	A. AIKC B. LLOYDS
17	WELDING RODS	A. ADVANI B. L & T
18	PAINTS	A. ICI B. BURGER C. ASSIAN D. ACRO PAINTS
19	VI PAD	A. RESISTO FLEX
20	FAN COIL UNITS	A. SINKO B. TRANE C. ZECO

DETAILS OF EQUIPMENT/ MATERIAL FOR CENTAL AC WORKS	MAKES
WATER CHILLING MACHINE (SCREW TYPE)	TRANE/ YORK/ DUNHAM BUSH/ VOLTAS WITH ARI CERTIFICATION/CARRIER
PUMPS:	
I) CONDENSER WATER	KIRLOSKAR/ MATHER & PLATT/ GRUNDFOSS/ESPA
II) PRIMARY CHILLED WATER	KIRLOSKAR/ MATHER & PLATT/ GRUNDFOSS/ESPA
III) SECONDARY CHILLED WATER WITH VFD	GRUNDFOSS / BELL & GOSSETTE/ESPA/WILLO
IV) SUCTION GUIDE VANES	ANERGY / ARMSTRONG
V) VFD	SIEMENS / ABB / HONEYWELL
AIR HANDLING UNITS:	
I) AIR HANDLING UNITS	YORK/CARRIER/ZECO
II) COOLING COIL	COIL COMPANY/ CARYAIRE/ZECO
III) FAN	KRUGER/ NIKOTRA/ HUMIDIN
AIR WASHERS:	
I) AIR WASHER	BRIGHTFLOW/AIRFLOW/ZECO
II) AIR WASHER FAN	KRUGER/ NIKOTRA/ HUMIDIN
III) AIR WASHER PUMP	KIRLOSKAR/ BEACON/WILLO
IV) FILTERS	AS PER MANUFACTURER'S STANDARD
V) AIR SCRUBBER	AIRFLOW/ZECO/BRIGHT FLOW
VENTILATION FANS:	
I) CENTRIFUGAL	NICOTRA/KRUGER/HUMIDIN

II) AXIAL	NICOTRA/ KRUGER/ HUMIDIN
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HEAT RECOVERY WHEEL	FLAKTWOODS/ARCTIC /ZECO
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CHECK VALVES	ADVANCE/ ZOLOTO/C&R/AIP
BALANCING VALVES	AUDCO/ ADVANCE/C&R/AIP
GATE VALVES	LEADER/ ZOLOTO/ C&R/AIP
EXPANSION BELLOWS	RESISTOFLEX/ CORI /KANWAL
POT/Y-STRAINERS	SANDHU/ RAPID COOL/ SANT/ EMERALD
PRESSURE GAUGE	FEIBIG/ H. GURU/ EMERALD
THERMOMETERS	FEIBIG/ H. GURU/ EMERALD
AUTO AIR VENT	ANERGY/ OVENTROP/ RAPID COOL
G.I. SHEETS	SAIL/ TATA/ JINDAL
AL. SHEETS	HINDALCO/ BALCO
FIRE DAMPERS	CARYAIRE/PRECISE/SYSTEM AIR
GRILLS/DIFFUSERS	DYNACRAFT/ CARYAIRE /SYSTEM AIR
FRESH AIR LOUVERS	DYNACRAFT/ CARYAIRE/ SYSTEM AIR
NITRILE INSULATION	ARMACELL/ AFLEX /KFLEX
FILTERS (IN AIR-CONDITIONING SYSTEM)	THERMODYNE/ PUROLATOR/ ANFILCO

FAN COIL UNITS	SINKO/TRANE/ ZECO
SPLIT TYPE AC UNITS	DAIKIN/ HITACHI/ TOSHIBA/ VOLTAS/CARRIER
TEMPERATURE SENSOR	SONTAY/ KELE/ MAMAC

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PRICE SCHEDULE / SCHEDULE OF RATES (SOR)

Please refer SRM attachment for details

To be submitted by bidder as an SRM attachment

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SECTION- I DEFINITIONS

1. Definition of Terms:

1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1 The EMPLOYER/COMPANY/GAIL means GAIL (INDIA) LTD., a public limited company, incorporated under the Company's act 1956 and having its Registered office at 16, Bhikaji Cama Place, New Delhi 110066 and includes its successors and assigns.

1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.

1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the GAIL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.

1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.

1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.

1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.1.8 CONSULTANT: means ---------- who are the consulting engineer to the Employer for this project and having registered office at .....
- - - -

1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.

1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GAIL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.

1.1.12 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.

1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.

1.1.14 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.

1.1.15 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.

1.1.16 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

1.1.17 “DEFECT LIABILITY PERIOD” in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.

1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.

1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.

1.1.27 "WEEK" means a period of any consecutive seven days.

1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.

1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to

commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.

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

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

SECTION-II GENERAL INFORMATION

2. General Information

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

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

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

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

2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.

Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply

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

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

2.4 Power Supply:

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

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

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

2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.

2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.

2.4.8 In case of damage of any of the EMPLOYER’s equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.

2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.

2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.

2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.

2.5 Land for Contractor’s Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

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

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

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

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

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

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

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

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3. Submission of Tender:

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

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

3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

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

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

4. Documents:

4.1 General:

The tenders as submitted, will consist of the following:

i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.

ii) Earnest money in the manner specified in Clause 6 hereof.

iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.

iv) Information regarding tenderers in the proforma enclosed.

v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.

vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.

vii) Details of construction plant and equipments available with the tenderer for using in this work.

viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.

ix) Latest Balance Sheet and Profit & Loss Account duly audited.

x) Details of present commitment as per proforma enclosed to tender.

xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.

xii) Provident fund registration certificate

xiii) List showing all enclosures to tender.

4.2 All pages are to be Initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER

or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

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

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

a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.

b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.

c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

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

4.5 Signature of Tenderer:

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

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

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

4.7 Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date

of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

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

5. Transfer of Tender Documents:

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

6. Earnest Money:

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

The bid guarantee shall be submitted in the prescribed format .

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

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

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

7 Validity:

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.

8 Addenda/Corrigenda

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9 Right of Employer to Accept or Reject Tender:

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

10 Time Schedule

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11 Tenderer's Responsibility

11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

12 Retired Government or Company Officers

12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.

13 Signing of the Contract:

13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forefeited and the acceptance of the tender shall be considered as cancelled.

14 Field Management & Controlling/Coordinating Authority:

14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.

14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

15 Note to Schedule of Rates:

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

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have aquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

16 Policy for Tenders Under Consideration:

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GAIL to the Bidder.

16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. GAIL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17 Award of Contract:

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GAIL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 GAIL will be the sole judge in the matter of award of CONTRACT and the decision of GAIL shall be final and binding.

18 Clarification of Tender Document:

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GAIL in triplicate. GAIL will then

issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

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

19 Local Conditions:

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

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

20 Abnormal Rates:

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

SECTION-IV GENERAL OBLIGATIONS

21 Priority of Contract Documents

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

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

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

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

21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 Interpretation: Words implying `Persons' shall include relevant `Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

22 Special Conditions of Contract:

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

23 Contractor to obtain his own Information:

23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise

due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

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

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

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

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

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

24 Contract Performance Security:

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

25 Time of Performance:

25.1 <u>Time for Mobilisation</u>

The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened

will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 Time Schedule of Construction:

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

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

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

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

26 Force Majeure:

26.1 CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

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

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

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

26.2 OUTBREAK OF WAR

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

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

27 Price reduction schedule:

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

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

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

27.3 Bonus For Early Completion (*)

27.3 BONUS FOR EARLY COMPLETION

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

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

28 Rights of the employer to forfeit contract performance security:

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

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

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

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

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

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

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

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

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

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

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

30 Contractor remains liable to pay compensation if

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become

action not taken under clause 29:

exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in .the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN- CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respectswithout any further notice as to the date, time or place of sale andthe certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

31 Change in constitution:

31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall,likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

32 Termination of contract

32(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietory concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER)is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such

assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

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

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty :-

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

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

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

33 Members of the employer not individually liable :

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

34 Employer not bound by personal representations:

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

35 Contractor's office at site:

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

36 Contractor's subordinate staff and their conduct

36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion ofENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons tobe employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever

kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

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

37 Sub-letting of works:

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

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

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

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

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

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

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

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of

such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

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

38 Power of entry:

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

i) fail to carry out the WORK in conformity with the CONTRACT documents, or

ii) fail to carry out the WORK in accordance with the Time Schedule, or

iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or

iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or

v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or

vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or

vii) if the CONTRACTOR shall abandon the WORK , or

viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the

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

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

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

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherance to such stains, ordinances, laws, rules, regulations, etc.

40 Other agencies at site:

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

41 Notice:

41.1 TO THE CONTRACTOR:

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

41.2 TO THE EMPLOYER:

Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. GAIL (INDIA) LTD. addressed to the HEAD/SITE-IN-CHARGE.

42 Right of various interests:

42.1 i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

43 Patents and royalties:

43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT,is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under

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

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

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.

43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44 Liens:

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

44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

45 Delays by employer or his authorised agents:

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

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

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

46 Payment if the contract is terminated:

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

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.

b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

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

a) Any and all completed works.

b) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

47 No waiver of rights:

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

48 Certificate not to affect right of employer and liability of contractor:

48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.

49 Language and measures:

49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.

50 Transfer of title:

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the

CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

51 Release of information:

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity , quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

52 Brand names:

52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.

53 Completion of contract:

53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

54 Spares:

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.

Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

55 Execution of work:

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

56 Co-ordination and inspection of work:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.

57 Work in monsoon and dewatering:

57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.

58 Work on Sundays and Holidays:

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

59 General conditions for construction and erection work:

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER no this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN- CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60 Alterations in specifications, design and extra works:

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

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

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

I. <u>For Item Rate Contract</u>

a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.

b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived

from the items in this CONTRACT will be final and binding on the CONTRACTOR.

c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

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

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

S.No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a)	Beyond (+) 25% upto & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates

(The rates quoted for this increase shall be valid).

b) Beyond (-) 25% upto & inclusive of (-) 50% — For reduction beyond 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

II. For Lumpsum Contracts

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

61 Drawings to be supplied by the employer

61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.

61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62 Drawings to be supplied by the contractor:

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

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

"Certified true for _____
(Name of Work)

Agreement
No._____

Signed:_____

_____
(CONTRACTOR)
(ENGINEER-IN-CHARGE)

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

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

63 Setting out works:

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their

efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.

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

64 Responsibility for level and alignment:

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

65 Materials to be supplied by contractor:

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

66 Stores supplied by the employer:

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

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

67 Conditions for issue of materials:

67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER form his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.

iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.

vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

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

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

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

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

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

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

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

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

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

condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

69 Materials obtained from dismantling:

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

70 Articles of value found:

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

71 Discrepancies between instructions:

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

72 Action where no specification is issued:

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at

which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74 Tests for quality of work:

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

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

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of

ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

75 Samples for approval:

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

76 Action and compensation in case of bad work:

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

77 Suspension of works:

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

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

78 Employer may do part of work:

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

79 Possession prior to completion:

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

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

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

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

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion

of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

81 Care of works:

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

81.1 DEFECTS PRIOR TO TAKING OVER:

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

a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called `Defects' in this clause), and

b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose

for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, not withstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

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

82 Guarantee/transfer of guarantee:

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

83 Training of employer's personnel:

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

84 Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

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

85 Indemnity

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in

connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

86 Construction aids, equipments, tools & tackles:

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

SECTION-VI CERTIFICATES AND PAYMENTS

87 Schedule of rates and payments:

87.1 i) <u>CONTRACTOR'S REMUNERATION:</u>

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

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

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

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

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

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

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

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes,

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

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

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

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:

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

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

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

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.
Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

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

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

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

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

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

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

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

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

88.2 SECURED ADVANCE ON MATERIAL:

Unless otherwise provided elsewhere in the tender, no `Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 ROUNDING-OFF OF AMOUNTS:

In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

89 Lumpsum in tender:

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

90 Running account payments to be regarded as advance:

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

91 Notice of claims for additional payments:

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

91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry

on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92 Payment of contractor's bill:

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

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93 Receipt for payment:

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

94 Completion certificate:

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

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

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

94.2 COMPLETION CERTIFICATE:

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

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

94.3 COMPLETION CERTIFICATE DOCUMENTS:

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

i) The technical documents according to which the WORK was carried out.

ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.

iii) COMPLETION CERTIFICATE for `embedded' and `covered' up work.

iv) Certificates of final levels as set out for various works.

v) Certificates of tests performed for various WORKS.

vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 Final decision and final certificate:

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

96 Certificate and payments on evidence of completion:

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

97 Deductions from the contract price:

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

SECTION-VII TAXES AND INSURANCE

98 Taxes, Duties, Octroi etc:

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities

now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

99 Sales tax/Turnover tax:

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

100 Statutory variations

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

101 Insurance:

101.1 <u>GENERAL</u>

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

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

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

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

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

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or

proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

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

ii) <u>WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:</u>

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

iii) <u>ACCIDENT OR INJURY TO WORKMEN:</u>

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or

default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

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

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the Employership of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contrator shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

vii) <u>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:</u>

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102 Damage to Property or to any Person or any Third Party

102.1 i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORs.

ii) The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising

under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOUR LAWS

103 Labour laws:

103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.

ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.

iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.

iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of thenumber and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident

Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 Implementation of Apprentices Act, 1961:

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

105 Contractor to indemnify the Employer:

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

ii) PAYMENT OF CLAIMS AND DAMAGES:

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

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

106 Health and sanitary arrangements for workers:

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

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107 Arbitration:

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

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

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GAIL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India.

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

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the

Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

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

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

108 Jurisdiction:

108.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 Safety regulations:

110.1 i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part

of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 First aid and industrial injuries:

111.1 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.

ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

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

112 General rules:

112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

113 Contractor's barricades:

113.1 i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-

a) Excavations
b) Hoisting Areas.
c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
e) Rail Road unloading spots.

ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.

iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is

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

ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 metre.

v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115 Excavation and trenching:

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

Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

116 Demolition/general safety:

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

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.

c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with

suitable railing and provided with warning signals or board to prevent accident to the public.

f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:

a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the

conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.

ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

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

117 Care in handling inflammable gas:

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

118 Temporary combustible structures:

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

119 Precautions against fire:

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

120 Explosives:

120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.

121 Mines act:

121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN- CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of

the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 Outbreak of infectious diseases:

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 Use of intoxicants:

124.1 The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

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

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS GAIL (INDIA) LTD. (hereinafter referred to as GAIL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 16, Bhikaiji Cama Place; R.K.Puram New Delhi has entered into a CONTRACT with_____(hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for_____on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

i) GAIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw)for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by GAIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii) As a pre-condition to the supply of the said materials by GAIL to the CONTRACTOR, GAIL has required the CONTRACTOR to furnish to GAIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GAIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to GAIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to GAIL forthwith on demand in writing without protest or demur the value as specified by GAIL of the said material or item or part

thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with GAIL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs._____ (Rupees _____ _____Only).

AND THE CONTRACTOR hereby agrees with GAIL that:

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of GAIL arising hereunder upto and until the midnight of_____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to GAIL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of GAIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GAIL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by GAIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GAIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GAIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

PROFORMA FOR CONTRACT AGREEMENT

LOA No. GAIL / Dated ----------

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

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

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

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

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

   It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

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

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

Signed and Delivered for and on
on behalf of EMPLOYER.

GAIL (INDIA) LIMITED

_____

_____

Date :_____
Place:_____

Signed and Delivered for and
on behalf of the CONTRACTORs.

(NAME OF THE CONTRACTOR)

_____

_____

Date :_____
Place:_____

IN PRESENCE OF TWO WITNESSES

1._____
_____
_____

2._____
_____
_____

1. _____
_____
_____

2. _____
_____
_____

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s GAIL (India) Limited _____	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "SUPPLIER/CONTRACTOR" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, in case of default.

The said M/s._____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL in such manner as GAIL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or

rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GAIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GAIL may have in relation to the suppplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument,

any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Guarantee shall remain in force upto _____ (this date should be expiry date of warranty/guarantee period / defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

_____

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.

2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.

3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.

4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.

5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security

PROFORMA FOR CONTRACT AGREEMENT

LOA No. GAIL / Dated ----------

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

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK

specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

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

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

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

   It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

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

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

Signed and Delivered for and on on behalf of EMPLOYER.

GAIL (INDIA) LIMITED

_____

_____

Date :_____

Place:_____

Signed and Delivered for and on behalf of the CONTRACTORs.

(NAME OF THE CONTRACTOR)

_____

_____

Date :_____

Place:_____

IN PRESENCE OF TWO WITNESSES

1._____

_____

_____

2._____

_____

_____

1. _____

_____

_____

2. _____

_____

_____

Signature Not Verified

Digitally signed by ASHISH GOEL
Date: 2024.03.07 14:13:31 IST
Location: eProcurement System for Central PSUs