

AEGIS LOGISTICS LIMITED

NOTICE INVITING TENDERS / BIDS FOR
FABRICATION, ERECTION & TESTING OF
8” NB LPG INTER CONNECTION PIPE LINE
BETWEEN HPCL (MUMBAI REFINERY) & AEGIS LOGISTICS LTD
AT TROMBAY / GAVANPADA AREA, INSIDE HPCL (MUMBAI
REFINERY) & MbPT PREMISES

SPECIFICATION FOR 8"NB LPG INTER CONNECTION
PIPE LINE BETWEEN HPCL (MUMBAI REFINERY) AND
AEGIS LOGISTICS LIMITED, TROMBAY

PIPING SPECIFICATION NO.: ALL/HPCL/8"/LPG

ISSUE NO. : 1

DATE: 10.11.2015

**TENDER DOCUMENTS FOR FABRICATION, ERECTION & TESTING
OF 8” NB LPG INTER CONNECTION PIPE LINE
BETWEEN HPCL (MUMBAI REFINERY) & AEGIS LOGISTICS LTD
AT TROMBAY / GAVANPADA AREA, INSIDE HPCL (MUMBAI
REFINERY) & MbPT PREMISES**

CONTENTS

SN	Item	Description	Page No.
1		Tender Details	04
2	Appendix-I	Scope of Work	34
3	Appendix-II	Scope Matrix	36
4	Appendix-III	Welding Specification	40
5	Appendix-IV	Piping Specs	43
6	Appendix-V	Schedule of Work / Price Bid	45
7	Appendix-VI	Layout Image	46
8	Appendix-VII	Forms A-E	47
9	Appendix-VIII	Bank Guarantee Formats	53

PART 1 - TENDER DETAILS

INTRODUCTION TO AEGIS GROUP:

Aegis Group is India's leading Logistics Company engaged extensively in Liquefied Petroleum Gases (LPG), Liquid POL products, Petrochemicals and Chemicals, serving the Oil, Petrochemical and Gas Industry since 1977.

Aegis group owns and operates India's largest integrated bulk Liquid cum LPG Terminal in the port of Mumbai, the largest private bulk Liquid Terminal at Kochi port, a bulk liquid terminal Haldia Port, a pressurized LPG Storage Terminal and a bulk liquid terminal at Pipavav Port, apart from LPG Bottling /Blending Units at Kheda, Gujarat, Dharwad (Karnataka) and Udupi (Karnataka). The Group aims to create 'necklace' of similar port terminals around the coastline of India. It has firmed up plans to put up additional storage capacity at Pipavav, Kochi and Haldia during the next 18-24 months.

The Group is also country's one of the largest operator in LPG trading and retailing. Aegis Group is the largest importer of LPG in private sector. It is also one of the largest retailers of Auto LPG and LPG in cylinders, in the private sector. The Group has a network of more than 150 distributors and dealers for Auto LPG dispensing and packed LPG cylinder distribution along with various LPG cylinder filling facilities spread across seven states and expanding.

Aegis Logistics Limited (ALL) is inviting tenders from the qualified bidders, for the fabrication, erection and testing of 8"NB LPG inter connection pipeline between HPCL (Mumbai Refinery) and Aegis Logistics Ltd at Trombay / Gavanpada area.

ELIGIBILITY CRITERIA FOR TENDERER:

The tenderer shall meet all the following conditions for qualifying for the job of construction of Pipelines

1. The tenderer should have designed, fabricated, supplied, erected, tested and commissioned Pipelines of at least 10kms.
2. Should have completed atleast 1 project of similar size OR Should have completed three (3) projects of 50% size of bidding project
3. Average Annual Financial Turnover during the last 3 years, ending 31st March, of the previous financial year should be at least 200% of Bid (Contract) value. Bidders are required to submit the audited balance sheets, profit & loss statements for the last 3 financial years.
4. Bidder shall furnish documentary evidence i.e. copies of work orders/relevant pages of contract, completion certificate or certified final bill from their clients, annual reports containing audited balance sheets and profit & loss accounts statement, in the first instance itself, in support of their fulfilling the qualification criteria. ALL reserve the right to complete the evaluation based on the details furnished without seeking any additional information.
5. Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification.
6. Aberrance to the above can be defined based on agreed scope and the same can be discussed and mutually agreed during pre-bid meeting.

The last date for submission of tender in the given format vide courier or vide e-mail at eprocurementm@aegisindia.com is 30.11.2015, 1700 hours.

Project Location

The project shall be executed at the Trombay / Gavanpada area & inside MbPT, TATA Electric company & HPCL (Mumbai Refinery).

Note:

ALL reserves the right:

- a) to accept or reject any / all tender(s) / Bid(s) without assigning any reason.
- b) to place order on one or more vendors.
- c) to split and / or combine quantum of purchase at its own discretion.

Any affiliated / associated bids will not be entertained.

GENERAL TERMS AND CONDITION:

1. DEFINITIONS

The following expressions hereunder and elsewhere in the contract documents used will have the following meanings hereunder respectively assigned to them:

The Client	Shall mean 'Aegis Logistics Limited' (ALL) Corporate Office at 1202, Tower B, Peninsula Business Park, G K Marg, Lower Parel West, Mumbai – 400 013 and shall include its successors and assigns.
The Contractor	Shall mean the firm to whom the work covered by this specification is awarded, in part or in full, by ALL.
The Work / Scope of Work	Shall mean Fabrication, erection & testing job of pipe work, including preparation of minor drawings and designs wherever necessary for execution of job, supply of consumables and pipe line item erection as mentioned in the specification, in totality, by expression or implication envisaged in the contract and shall include labour required for or relative or incidental to or in connection of any work and/or for incorporation in the work.
The Contract	Agreement between Contractor and ALL for work awarded to the Contractor and shall mean the totality of the agreement between the parties as derived from the contract documents.
The Project Manager	Shall mean the officer nominated by the Client to co-ordinate and supervise all the activities connected with the implementation of work. The "Project Manager" may at his discretion depute owner's officer to co-ordinate/supervise the work of Contractor.
Site-in-charge	Shall mean the person nominated by the Client for the purpose of the contract or any work covered there under.
Job-Site	Shall mean the location at which the work is to be performed by the Contractor under the contract.
Contract Documents	Shall mean the contract documents as laid out in the Client's standard contract format which is based on General and Special conditions of Tender.
Specifications	Shall mean the various specifications as set out in the tender documents and as referred to derived from the contract and any order (s) or instruction(s) there under. In the absence of any specifications as aforesaid covering any particular work or part of portion thereof, shall mean the relevant Indian Standard Institution specifications for or relative to the particular work or part thereof, and in the absence of any Indian Standard Institution Specification covering the relative work or part or portion thereof, shall mean the standard or specification of any other country applied in India as a matter of standard engineering practice and approved in writing by the Client with or without modifications.

Plans / Drawings	Shall mean maps drawing, sketches, tracings and prints forming part of the tender documents and any details or working drawings, amendments and/or modifications thereof approved in writing by the Client or any agency notified by the Client, to the contractor for the purpose and shall include any other drawings or plans in connection with the work as may from time to time be furnished by or approved in writing by the Client or any other agency nominated by the Client in this behalf in connection with the work.
Inspector	Inspector means person appointed / authorized by the Client to inspect the work done by the Contractor. The inspector and include Third Party Inspection agency and its authorized agents authorized by the Client
Completion Certificate	The letter from the Client agreeing for the technical completion of the scope of the Contract.
Acceptance of Tender	Shall mean the acceptance, by the Client, of the tender / bid made by the selected contractor for the work / job specified
Progress Schedule	shall mean the time schedule of progress of work.
Running Account Bill	shall mean a bill for payment of “on Account” to the Contractor
Schedule of Prices	shall mean the schedule or prices annexed to the Acceptance of Tender and shall include any remuneration payable to the Contractor for any work determined in accordance with the terms and conditions if the contract
Tender Documents	shall mean the Tender Documents comprising Part-I (Technical Bid) – Invitation to Tenders, Project information, General Conditions of Tender, Special Conditions of Tender, Tender Schedule, Drawings/Sketches, Data Sheets, Form of Tender and Price Schedule, Annexures, and Part II (Commercial Bid)-Form of Tender and Price Schedule, and Annexure.
Agreed Variation	shall mean the statement of Agreed Variation annexed to the Acceptance of Tender, if any or a further amendment annexed to the Contract forming part thereof.
Sub-Contractor	Shall mean any person of firm of Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Owner.
Construction Equipment	Shall mean all appliances and equipment of whatever nature for the use in or for the execution and completion of the works unless intended to form part of the permanent work.
Letter of Intent	shall mean intimation by a letter to tenderer selected by the Client that the tender has been accepted in accordance with the provisions contained in the letter.

- 1.1. Unless otherwise stated, only applicable pipeline specification National/International Standards/Specification as mentioned elsewhere in this specification shall be adhered to.
- 1.2. All headings of the Clauses in these General Conditions of Tender or otherwise in any contract document are intended solely for the purpose of giving a broad indication of the contents of the clause and not as a summary of the contents thereof.
- 1.3. Unless otherwise specifically stated, a masculine gender shall include the feminine and natural genders and vice-versa and the singular shall include the plural and vice versa.

2. GENERAL

- 2.1. Tender documents shall remain the property of the Client and if obtained by one intending tenderer shall not be utilizable by another without the consent of the Client. No more than 3 copies of Tender documents shall be issued to any one intending tenderer.
- 2.2. The tenderer should study all tender documents and understand the conditions/drawing/specification etc., before quoting. If there are any doubts, he should obtain clarification from the Client. This shall not be the justification for late submission of compensating date or time to the tender. All tender documents shall govern the contract, shall form part of the contract and shall be binding during the execution till completion of works.
- 2.3. The tenderer should visit the site and acquaint himself with the site condition at his own cost including the boundary management issues. The tenderer shall consider all site, weather and working practices at various stretch of the Site.
- 2.4. Under no circumstances, tenders may be withdrawn or modified after submission to the Client. Negligence on the part of the Tenderer in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.
- 2.5. Tenderer is required to make the lowest offer for the work as per the enclosed specification and details available therein. Please note the estimated quantities given in the schedule are approximate. As the work progresses, it is possible that there may be variations.
- 2.6. The rates quoted should be inclusive of all consumables, labour, equipment, tools/tackles, duties and taxes, etc. All consumables and labour are to be supplied by the tenderer unless otherwise stated. Water for Hydrotest will be supplied by ALL. However for other purposes shall be arranged by the Contractor.
- 2.7. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the tenderer resorting to canvassing shall be liable for rejection.
- 2.8. Incomplete/Conditional tender quotation or those received late and/or not conforming to the terms and conditions in the tender documents will be rejected.
- 2.9. The Client reserves the right to reject any or every tender without assigning any reason whatsoever/or to negotiate with the tendered (s) in the manner the Client considers suitable.

3. SUBMISSION OF TENDER

- 3.1. Tender document Part-A-Technical Bid and Part B-Commercial Bid should be sealed in separate covers, clearly marking 'COMMERCIAL BID' on the cover containing Commercial bid. Both the above covers should be sealed in one cover clearly marking the Tender No. and Vendor's name and address. The quotation must be submitted only in the prescribed tender schedule form supplied by the Client along with draft for the earnest money deposit as specified in Clause 4.1 of General Conditions of Tender.
- 3.2. The sealed tender should be addressed and sent by Registered post or personally handed over to the Tender Receiving Authority specified in Tender Notice or put in the Tender Box designated for the specific work located at the address specified in the Tender Notice.
- 3.3. The sealed Tender must reach the specified address before the date and time specified in the Tender Notice. Tender received after the due date and time will not be considered.
- 3.4. The tenderer should quote for all items in the tender schedule. The rate should be expressed both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount the unit rate will prevail.
- 3.5. The rates should be quoted in the same units as mentioned in the tender schedule.
- 3.6. All entries in the tender documents should be in ink/typed. Corrections if any should be attested by full signature of the tenderer.
- 3.7. Every page of the tender documents shall be "SIGNED" by the tenderer or his authorized representative.
- 3.8. Tenderers are required to state in the tenders their addresses and other communication details fully and correctly. All notices, communications and reference to any tenderer by the Client shall be deemed to have been duly given to the tenderer if delivered to the tenderer or left at or posted to the address given by the tenderer and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post and in other cases on the day on which they were so delivered or left.

4. EARNEST MONEY DEPOSIT (EMD) / PERFORMANCE BANK GUARANTEE:

- 4.1. The tenderer shall be required to furnish Earnest Money Deposit of Rs. 5,00,000/- by Demand Draft of any nationalized bank, payable to Aegis Logistics Limited. In lieu of the EMD, the tenderer can also provide an unconditional and irrevocable Bank Guarantee from any nationalized bank for the same value, drawn in favor of Aegis Logistics Limited. In case the the Tenderer is giving the Bank Guarantee in lieu of EMD, the BG should be valid at least for 100 days from the date of opening of Tender. The charges / interest / expenses towards the Bank Guarantee shall be borne by the Tenderer. Any bid /tender without the EMD will be summarily disqualified.
- 4.2. The earnest money deposit / bank guarantee towards EMD shall be returned to the unsuccessful tenderer after the selection of the successful tenderer.
- 4.3. If the successful tenderer is unable to accept or execute orders when placed upon him or fails to furnish Performance Bank Guarantee as per clause 16.2 of section B or withdraws/ revises his quoted prices and quantities offered, within the validity period of his tender or after placement of the Order/Letter of Acceptance, his Earnest Money Deposit shall be forfeited.
- 4.4. In case of successful tenderer, the Earnest Money Deposit / Bank Guarantee towards EMD will be returned after the receipt of Performance Bank Guarantee.
- 4.5. Please note that no interest shall be paid on Earnest Money Deposit and Performance bank Guarantee.

5. CONTRACT AGREEMENT

The successful Tenderers shall receive within 10 days the Client's communication to him of the acceptance of the tender, execute a formal agreement with the Client and also submit a Bank Guarantee for 10% of contract Value. The cost of Bank Guarantee and stamping the Agreement, where required shall be borne by the successful tenderer. The Agreement shall be in conformity with Indian Laws and shall be subject to the jurisdiction of Court of Mumbai. The language in which the contract documents shall be drawn up is English.

6. VALIDITY

The validity of the tender shall be as mentioned in the Special Conditions of the Tender clause 1. It shall there after continue to be valid, until,

- a) A written advice is given to the Client giving 10 days clear notice of their intention to reverse/alter the terms.
- b) The work is completed to the satisfaction of the Client and so certified in writing by Client or their accredited representative in the case of successful tenderer.

7. QUANTITY MEASUREMENT

- 7.1 The quantities of work shown in the tender schedule are approximate and payment shall be made as per actual measurement. The contractor is not entitled for any sort of compensation towards material procured/stored in excess of the measured and authorized quantities, whichever is less.
- 7.2 The Client reserve the right to increase or decrease the tendered quantity or replace specifications, drawings, design of any or every item or delete them at any stage of work. The contractor's claim for compensation or damages on account this shall not be entertained. Such deviation shall be adjusted at the rates contained in the contract or arrived at by calculation from contract rates.
- 7.3 Detailed measurement of the work carried out shall be taken jointly by the Contractor and Client/Site-in-Charge at every stage of work before proceeding to the next stage of work and shall be measured as per procedure laid down and payment shall be made as per measured quantities, subject to their conforming to the quantities ordered as per drawing/schedules and not as per tender schedule quantities.

8. TIME FOR COMPLETION OF WORK

The timeframe considered by client is 2 months from LOI. The tenderer may indicate the time required to complete the entire work from the date of receiving the order. The time indicated by the tenderer may have a bearing on the awarding of the contract. The Tenderer may suggest an improved schedule that Clients consideration.

9. STOPPAGE OF WORK

In case it becomes necessary for the Client to temporarily suspend or postpone the work partly or fully due to unforeseen circumstances, Client shall not be liable for any compensation on account of the resultant delay.

10. INSPECTION AND TESTING

10.1 Materials

- i. All materials required for the execution of the work should conform to the standard specification and approved by the Client/Site-In-Charge before actually put to use. Commencement of work without prior approval shall be entirely at the risk and cost of the Contractor. No delay due to non-availability of the materials, tools, equipment, etc will be entertained by the Client. In case of certain machinery/equipment, the Client/Site-in-Charge may inspect the item for approval before they are brought to site.

- ii. The Client/Inspector or any agency authorized by Client shall be entitled at all times at the risk of the Contractor to inspect and / or test or direct the Contractor to test any item supplied or proposed for supply for incorporation in the works and / or any work done by the contractor. Necessary assistance for this will be provided by the Contractor and all the expenses incurred in such testing / inspection will be borne by the Contractor.
- iii. The contractor shall on receipt of intimation or any communication from Client of any inspection or tests required to be carried out by the Client on his behalf, present himself or his authorized representative at the place of inspection and / or testing to receive an order or instruction consequent thereto as shall be necessary,
- iv. The Contractor shall furnish, to the Client/site-in-charge for approval when requested or as required by the specification or other contract documents, adequate samples should be submitted before the work is commenced as also permit sufficient time to the Client for tests, examination(s) thereto by the Client. All materials finished and incorporated in the works shall conform to the approved sample(s) in all respects.
- v. The Site-in-charge shall be entitled to reject at any time any defective material supplied and /or work done by the contractor for incorporation in the works notwithstanding previous inspection and / or testing Upon such a rejection, the Contractor shall either perform such work again or improve thereon and inspect thereof as shall be necessary to bring the material to the requisite standard or if so required by the Site In charge

10.2 WORKS

- i. The contractor, at all time, shall ensure highest standard of workmanship, relating to the work to the satisfaction of the Site-in-Charge. The site-in-charge shall have the power to inspect the work in all respect at all times upto the completion of the work as also to test or give instruction to the contractor to test the works or any structure material or component thereto at the risk and cost of the contractor, either by the contractor or by any agency nominated by the Client/Site-in-charge in this behalf.
- ii. The contractor shall provide all facilities, instruments, materials/labour required for testing the work (including checking set out of work) and shall accord site-in-charge all assistance necessary to conduct the test whenever and wherever required.
- iii. Notwithstanding anything provided in the aforesaid clause hereto, the contractor shall be and remain liable at his own cost and initiate to conduct all tests at all times during supply, erection and installation of any work/structure material or component as shall be required in terms of the contract document or by the Site-in-Charge. Such tests to be conducted through agency(ies) or laboratory(ies) shall be approved by the Site-in-Charge

- iv. The Site-In-Charge on inspection or test be not satisfied with the quality of workmanship of any work, structure, material item or component (decision of the Site-in-charge being final in this behalf), the Contractor shall re-perform, replace, reinstall and /or re-erect as the case may be such work structure, material or component and no such rejected work, structure, material item or component shall be re-used with reference to the work, structure, material item or component shall be re-used with reference to the work accepted with the prior permission of the reference to the work accepted with the prior permission of the Site-in-Charge.
- v. Notwithstanding anything provided in aforesaid clause hereto and notwithstanding the Site-in-charge or his representative has inspected, tested and/or approved any particular work, structure, material or component, such inspection, test or approval shall not absolve the Contractor of his full responsibilities under the contract inclusive or relative to the specification, performance guarantee, the said inspection and test procedure being intended basically for satisfaction of the Client prima facie erection and/or material and equipment supplied for incorporation in the work is in order.
- vi. If on any account the Contractor proceeds with the commencing of other work and foundation and superstructure by covering up or otherwise, before necessary inspection entries are filled in the Site inspection Register by the Sit-in-charge or his authorized representative, the same shall be uncovered at the Contractors risk and expense for carrying out the inspection and measurement.

11. COMPENSATION FOR DELAY IN COMPLETION

- 11.1 In case of any delay in completion of the work beyond the agreed completion date, the Client shall be entitled to be paid Liquidated Damages by the Contractor. The liquidated damages shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The liquidated damages shall be recovered by the Client out of the amounts payable to the Contractor or from the Performance Bank Guarantees or from the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.
- 11.2 Notwithstanding what is stated in clause 11.1 above, the Client shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor in the event of his failing to complete the work within the stipulated milestones of the schedule.

- 11.3 The Contractor shall present in writing to the Client / Site-in-Charge on account of the following for the extension in Contract period:
- Force Majeure
 - Inclement Weather Conditions
 - Delay from other Contractors engaged by the Client
 - Boundary or public disputes
 - Legal Proceedings
 - Insufficiencies in Schedule of Rates
- 11.4 The Client / Site-in-charge may agree for a reasonable Extension for the schedule and furnish to the Contractor, who shall constantly use his best endeavor to the satisfaction of the Engineer to proceed with the works. However, the discretion to extend or not to extend the schedule completely lies with the Client / Site-in-charge. Nothing herein shall prejudice the right of the Client under the Clause 11.1 and 11.2 herein after.

12. PERFORMANCE / FAILURE OF CONTRACTOR

- 12.1 If the performance of the successful tenderer is found to be unsatisfactory, the company reserves the right to cancel in part or whole of the contract and gets the work executed through alternate means at the entire risk and cost of the successful tenderer.
- 12.2 The successful tenderer shall not consider independently, any change in specifications mentioned in the tender documents. In case of doubt he will refer the matter in writing to the Client/Site-In-Charge and act as per clarifications given by the Client/Site-in-charge. Any change in the work involving changes in original specifications quantities /additional items of work, should be covered by obtaining suitable variation order (s) from the Client/site in charge immediately.
- 12.3 If the contractor after receipt of written notice from the Site-in-charge requiring compliance within 7 days fails to carry out and execute any work in accordance with this contract and or to comply with Site-in-charge's instructions then the Client with the consent and may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection there with shall be recoverable from the Contractor by the Client as a debit and may at the option of the Client be deducted from any money due to or to become due to the Contractor.

13. TERMINATION OF CONTRACT BY THE CLIENT

The Client may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination. The Client inter alia may terminate the Contract for any or all of the following reasons that the contractor

- has abandoned the work/Contract.
- has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
- has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Client / Site-in-charge written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.
- has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
- has to the detriment of good workmanship or in defiance of the Client's / Site-in-charge's instructions to the contrary sub-let any part of the Contract.
- has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Client.
- has stopped attending to work without any prior notice and prior permission for a period of 15 days.
- has become untraceable.
- has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of the Client.
- has been declared insolvent/bankrupt.
- in the event of sudden death of the Contractor.

14. INSURANCE AND LABOUR

Contractor shall at his own expense obtain and maintain an insurance policy with a Nationalized Insurance Company to the satisfaction of the Client as provided hereunder.

14.1. EMPLOYEES STATE INSURANCE ACT

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Client harmless from 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 proceedings that may be brought against the Client arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate remuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.

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 employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the 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 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 contribution or maintaining records shall be to the Contractor's or sub-contractor's account.

The Client shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

14.2. WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

14.2.1. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out Insurance to cover all risks to Client for each of his vehicles plying on works of this contract and these insurances shall be valid for the total contract period. No extra payment will be made for this insurance. Client shall not be liable for any damage or loss not made good by the Insurance Company, should such damage or loss result from unauthorized use of the vehicle. The provisions of the Motor Vehicle Act would apply.

14.2.2. FIRE INSURANCE

Contractor shall within two weeks after award of contract insure the Works, Plant and Equipment and keep them insured until the final completion of the Contract against loss or damage by accident, fire or any other cause with an insurance company to be approved by the Employer/Consultant in the joint names of the Employer and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Employer only.

14.2.3. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY CLIENT

- Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Client.
- The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Client / Site-in-charge has agreed to their cancellation.
- The Contractor shall satisfy to the Client / Site-in-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
- The contractor shall ensure that similar insurance policies are taken out by his subcontractor (if any) and shall be responsible for any claims or losses to the Client resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Client /Site-in-Charge.

15. SITE SUPERVISION/FACILITIES AND WORK AT NIGHT

15.1 The entire work will be carried out under the supervision of the authorized representative of the Client, but this will not absolve the Contractors from his responsibilities for quality/period of execution of the work.

15.2 The successful tenderer shall arrange for at least one competent supervisor to be present at site at all times during the progress of the work, and shall be duly authorized to take instructions and execute them on his behalf.

In absence of required supervision, ALL shall engage supervisors after due notification /intimation. Supervision charges shall be debited against the Contractors immediate RA bill.

15.3 In the event that the Contractor's "Scope of Work" does not include 'erection" the Contractor will be required to provide supervisory services for the satisfactory erection, installation, testing and commissioning of the equipment/materials supplied by him. Contractor's supervisory services shall be requisitioned by the Client as and when required, on "per diem" basis during erection, installation, testing and commissioning. The contractor will be intimated in advance regarding the time and likely duration of the erection. Testing and commissioning of the respective equipment/material(s). it will be the duty of the contractor to depute his competent supervisory staff who will act independently on behalf of the Contractor. The supervision service will be deemed as "part and parcel" of the fabrication and supply contract. During the contractor's supervision at site necessary tools, tackles, implements, labour etc., will be provided. However, to maintain uninterrupted progress of work, Contractor's supervisor will prepare a Schedule and forward to the Site-in-Charge in writing sufficiently in advance.

- 15.4 If the Progress of the work is not upto the expectation / planned level of the Client, the Contractor shall be intimated to reinforce resources or work extra hours to cover / compensate the time loss. No additional claim shall be accepted by Client for this reinforcement or extra working hours. If the progress of work is still not satisfactory, Client shall advise the Contractor to enact to the shortfall. In case of failure to enact effectively, Client reserves the right to curtail the scope / annul the Contract. The curtailment shall be with a 15 days' notice to the Contractor to arrange appropriate Corrective Action. The annulment shall be done in case the Contractor fails to act effectively to the notice. The completed work according to Measurement sheets / SOR shall only be paid in such circumstances.

16. OBSERVANCE OF RULES AND REGULATIONS IN FORCE

- 16.1 The contractor and his men shall abide by all security, safety rules/regulations in force at a location and the laws, by-laws and statutes of Government/Semi-Government and other local authorities such as requirements/liability under enactments like the Workmen's Compensation Act, Contract Labour Act., etc and the Client shall stand indemnified against any claims on these scores. The Contractor and his men shall strictly abide by "no smoking" and other petroleum regulations on the premises.
- 16.2 The Contractor shall conform to the provisions of acts at Parliament or State Legislatures and to say by-laws, rules, orders or notifications of any government Municipal or Local authority for the time being in force affecting the work undertaken by him and will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said work or the materials to be used there at and generally will comply with the building and other regulations of such authorities and will keep the Company indemnified against all claims, penalties and losses that may be incurred by it by reason of any breach by the Contractor of any statutes by-laws, rules, regulations, notifications etc.
- 16.3 The contractor' and the sub-Contractor(s) of the Contractor shall obtain authority(ies) designated in this behalf under any applicable law, rule or regulations (including but not limited to the factories act and contract labors (Abolition and regulations) act 1970 (in far as applicable any and all such license (s) consent (s), and/or other authorization (s) as shall from time to time to be or become necessary for or relative to the execution of one work or any part or portion thereof or the storage or supply or any material (s) or otherwise in connection with the performance of the contract, and shall at all times observe and ensure due observance by the sub-contractors, servants and agents of all terms and conditions of the said license (s), consent (s), regulations (s), and other authorization (s) and laws, rules and regulations applicable thereto.

- 16.4 The contractor undertakes to ensure due and complete compliance with all laws, regulations, rules etc. whether of the central government or the state government or any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the contractor, whether in connection with the construction work at the site or otherwise. The Client shall have been right to inspect the records maintained by the contractor, shall whenever required by the Client produce such records and as and when the Client may all upon the contractor ascertain whether or not the requirements of all such laws, regulations, rules etc. have been complied with by the contractor. In the event of any contravention of such laws, regulations, rules etc, coming to light whether as a results of such inspection or otherwise, the Client shall have the right to make the prejudice to his other rights be entitled to withhold from the amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The Client shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Client under the contract as a result of termination.
- 16.5 The contractor shall be responsible at his own cost in and relative to performance of the work and contract to observe and to ensure observance by his sub-contractors, if any , agents and servants of the provisions of the safety goods, as hereinafter appearing and all fire, safety and security regulations, as may be prescribed by the Client from time to time and such other precautions and measures as shall be necessary and shall employ/deploy all equipment necessary to protect all works, materials, properties, structures, installations, communication facilities, whatsoever from damage, loss or any other hazard (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Client, other contractors, the public and the adjoining land, property, crops, trees and vegetation and shall indemnify and keep indemnified the Client from all losses, damages, costs, charges, expenses, penalties, actions, claims, demand and proceedings whatsoever suffered or incurred by or against the Client, as the case maybe, by virtue of any loss, alternation, displacement, disturbance, destruction or accident to any works, materials, properties, structure, equipment, installations, communication facilities, land property, crops, trees and vegetation as aforesaid with the intent that the contractor shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction, as aforesaid resulting directly or indirectly from any breach by the contractor of his obligations, aforesaid or upon any operations, act or omission of the contractor, his subcontractor (s), if any, agent (s) or servant (s).

17. APPROVALS

It will be the successful tender's responsibility to get the works approved and obtain all certificates for plumbing, electrical, civil works, etc. from local, municipal, governmental or other required authorities, if and wherever applicable.

As the project site involves job to be carried out inside (MbPT, TATA Electric company & HPCL – Mumbai Refinery) premises, necessary entry permits for Workers / equipment's / tools & tackles / moving machinery, etc. required to complete the job is to be arranged by contractor.

18. SAFETY / SECURITY OF EQUIPMENT / PROPERTY

- 18.1 The responsibility for the safety, security of the components, materials, equipment brought or installed by the contractor or handed over to him by the Client for completion of the work will remain with him till acceptance of the work by the Client. Any damage caused to the material/equipment during the execution of the work will be made good by the contractor to have a guarantee /indemnity bond executed for the value of the material supplied to him free of cost as per the terms of agreement.
- 18.2 The contractor should ensure the safety of adjoining property and shall prevent any loss to product/ property resulting from his negligence.

19. DISMANTLING/DAMAGE TO PROPERTY

- 19.1 During execution of work if it is found necessary to dismantle a portion of existing bund wall, enclosure wall, compound wall, fencing, etc. to facilitate the movement of materials and equipment, the same shall be carried out after obtaining permission in writing from Client's authorized representative and shall also be made good by the contractor at his own cost.
- 19.2 Any material obtained by the contractor consequent upon dismantling of any building, structure or construction whatsoever at the job site other than any building, structure or construction dismantled by the contractor pursuant to the contractor's liabilities for defects as elsewhere herein provided, shall be exclusive property of the Client.
- 19.3 Contractor shall be responsible for making good to the satisfaction of the Client any loss of and any damage to all structures and properties belonging to the Client any loss of any damage to all structures and properties belonging to the Client or being executed or procured or being procured by the Client or of other agencies within the premises of all the work of the Client, if such loss or damage is due to fault and/or the negligence or willful acts of omission of the contractor, his employees, agents representative or sub-contractor.
- 19.4 The Contractor shall indemnify and keep the Client harmless of all claims for damage to property other than Client's property arising under or by reason of this agreement, if such claims results from the fault and/or negligence or willful acts or omissions of the Contractor, his employees, agents, representative or sub-contractor.

20. WORKING CONDITIONS-SAFETY CODE

- 20.1 **General:** Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Client's safety rules as set forth herein.
- 20.2 **First aid and Industrial Injuries:** Contractor shall maintain first aid facilities for its employees and those of its sub-contractors.
- a) Contractor shall make outside arrangements for ambulance or suitable service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Site-in-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field Office.
 - b) All critical industrial injuries shall be reported promptly to Site-in-Charge, and a copy of Contractor's report covering each personal injury requiring the report covering each personal injury requiring the attention of a physician shall be furnished to Client.
- 20.3 **General Rules:** Carrying/striking of matches, lighters and smokers inside the hazardous area, is strictly prohibited. Violators of the No Smoking Rules shall be discharged immediately. Within the operation area, no hot work shall be permitted without valid gas/safety/fire permits issued by the Client. The contractor shall be held liable and responsible for all lapses of his sub-contractors employees in this regard.
- a) **Contractors Barricades:** Contractor shall erect and maintain barricades required in connection with his operations to guard to protect:
 - i. Excavations.
 - ii. Hoisting areas
 - iii. Areas adjusted by contractor's or Clients inspectors
 - iv. Client's existing property liable to damage by contractor's operations, in the opinion of Client/site-in-charge.
 - b) Contractor's employees and those of his sub-contractors shall become acquired with Client's barricading practice and shall respect the provisions thereof.
 - c) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall not be marked by red flasher lanterns at night.

20.4 Scaffolding:

- a) Suitable scaffoldings shall be provided for workmen for all works that cannot safely be done from the ground or from solid constructions except such short period work, as can be done safely from ladders. When a ladder is used, an extra worker shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable foot-holds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (a horizontal and 4 vertical).
- b) Scaffolding or staging more than 30cm above the ground or floor swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted braced and otherwise rewarded at least 1 m high above the floor or platform of 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 materials. Such scaffoldings or staging shall be so fastened, as to prevent it from swaying from the building structure.
- c) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 30 cm above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described above.
- d) Every opening in the floor of a building or in a working platform be provided with suitable beam to prevent the fall of persons or materials by providing suitable fencing or failing whose minimum height shall be 1 meter.
- e) Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meter in lengths, while the width between the side rails in ring ladder shall in no case be less than 30 cm for ladder upto and including 3 meters in length. For longer ladders this width should be increased by at least 6mm for spacing shall not exceed 15 cm. adequate precautions shall be taken to prevent danger from the electrical equipment. No material on any of the site of work shall be so staked or placed as 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 proceedings, at law that may be brought by any person for injury sustained owing to negligence of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such persons, or which may be with the consent of the contractor be paid to compromises any claim by such person.

20.5 Excavation and Trenching

- a) All trenches 1.3 meter or more in depth shall all times be supplied with at least one ladder for each 33 meter length of trench or fraction thereof.

- b) Ladder shall be extended from bottom of the trench to at least 1 meter above the surface of the ground. The side of the trenches which are 1.5 meter or more 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 material shall not be placed within 45 cm of the edge of the trench or half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

20.6 Safety equipment

- a) All necessary personal safety equipment as considered adequately by the Site-in-Charge should be made available for the use to the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- b) Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.
- c) Hot work should be carried out only in the areas earmarked for the purpose after taking required safety precautions and only after obtaining written permission from the Site-in-Charge. Any provision required to be made e.g. wind screens or G.I sheets etc. to make the area safe for hot work, will be made by the successful tenderer at his own cost.

20.7 Risky Places

When the work is done near any place where there is a risk of drowning all necessary safety equipment shall 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.

20.8 Hoisting Equipment

- a) All the lifting tools and tackles shall be tested from competitive authority as per local Factory Rules.
- b) Use of hoisting machine and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions.
- c) These shall be of good mechanical construction, sound materials, adequate strength free from patent defect and shall be kept in good conditions and in good working order.
- d) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength and free from patent defects.
- e) 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.

- f) 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 gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- g) In case of departmental machine, the safe working load shall be notified by the Site-in-Charge. As regards, Contractor's machines, the Contractor shall notify the safe working load of the machine to the Site-in-Charge, whenever he brings any machinery to site of work and get it verified by the Site-In-Charge, concerned.

20.9 Electrical Equipment

Motors, gear transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load; adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulation mats, wearing apparel, such as gloves and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

20.10 Maintenance of Safety devices

All scaffolding, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place or work.

20.11 Display of safety instruction

Safety provisions should be brought to the notice of all concerned by display 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.

20.12 Inspection and Monitoring

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 Site-in-Charge.

20.13 No exemption

- a) Notwithstanding the above Clauses 20.1 to 20.14, there is nothing in these to exempt the Contractor from the operations of any ACT or rules in force.

- b) The works throughout including any temporary work shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths, at the site or in the vicinity thereto or any existing works, whether on the property of a third party.
- c) No men/material equipment not covered by valid passes shall be permitted within the Project area and no material/equipment shall be permitted to be taken out of the Project area, unless authorized by the concerned authorities of the Project. The Contractor shall be held fully responsible for any or all delays/looses/damages that may result consequent on any lapse that may occur on the part of his sub-Contractors/employees in this regard.

21. MISCONDUCT / MISBEHAVIOUR OF CONTRACTORS EMPLOYEES

- 21.1 The Contractor is expected to co-operate/co-ordinate with other Contractors carrying out work allocated to them so as to avoid breaking up of work already done by them or causing any hindrance in the progress of their work. In case there is any difficulty/dispute the same should be immediately brought to the notice of the Site-in-Charge.
- 21.2 If an whenever the Contractors or Sub-Contractors employees, shall in the opinion of the Site-In-Charge be guilty of any misconduct of misbehavior the Contractor if so directed by the Site-in-Charge shall at once, remove such person/persons from the employment.

22. PATENTS, ROYALTIES AND CONFIDENTIAL INFORMATION:

- 22.1 If any requirement, machinery or material to be used or supplied or method of processes to be practices or employed in the performance of the Contractor is/are covered by a patent under which the Contractor is not licensed, the Contractor shall before supplying of using the equipment, machinery, materials, methods, processes, as the case may be, obtain such license (s) and pay such royalty (ies) and license fee (s) as may be necessary in connection with the performance of the contract. In the event that the Contractor fails to pay such royalty or obtain such license, the Contractor will defend at his own expense any suit for infringement of patent, which is brought against the Contractor to the Client, as a result of the failure, and shall pay any damage and costs awarded in such a suit and will keep the Client indemnified form the against all other consequences thereof.
- 22.2 Any information/drawing/specification data sheet/schedule provided to the contractor by Client in relation to this contract shall be regarded as confidential and Contractor shall not pass any of them to a third party without the Client's written consent. On completion of work, contractor will return all papers /documents / drawings and any such other material that may be construed as confidential information, to Client. The Contractor shall also undertake not to disclose any information related to the Contract and /or the Client to any party unless it is required to do so for the performance of the Contract.

- 22.3 The successful tenderer shall not sublet or assign any part of the work to another party without prior written consent of the Client. In any event, the successful tenderer will be solely responsible for the work so sublet or assigned.

23. DEFECT LIABILITY PERIOD

The Contractor shall guarantee the work done and any bought-out items supplied against defect, poor workmanship, improper design and failure from normal usage, for a period of 12 (twelve) calendar months after being placed in service/operation or 18 (eighteen) calendar months after final acceptance of the work by the Client, whichever is earlier.

24. GUARANTEE PERIOD, REPLACEMENT OF DEFECTIVE PARTS

23.1 Performance Guarantee

The Contractor shall guarantee the work done and any supplied bought-out items against defect, poor workmanship, improper design and failure from normal usage, for a period of 12 (twelve) calendar months after being placed in service/operation or 18 (eighteen) calendar months after final acceptance of the work by the Client, whichever is earlier.

23.2 WARRANTY

The Contractor will repair and/or replace all defective parts/components/fitting/accessories etc., which shall be notified to him in writing the "Guarantee Period" immediately on notification to the Contractor in writing by the Client. The Contractor shall provide similar warranty on the parts, components, fittings, accessories etc, so repaired and/or replaced.

25. Correspondence.

The Communication Circle shall be identified in the Contract. However for pre-bid / post-bid clarifications, the Client's representatives identified in the Tender introduction may be contacted or Email may be sent to projectprocurementm@aegisindia.com

26. PROGRESS REPORTS

The successful tenderer shall submit to the Office which has awarded the contract periodic progress report of his works, as stipulated in the Special Conditions of the Tender.

27. FORMAT FOR BANK GURANTEE

The successful tenderer will have to furnish to the Client the following Bank Guarantees as applicable in the Proforma enclosed:

- a) Proforma of Bank Guarantee in lieu of Earnest Money Deposit - Annexure V
- b) Proforma of Bank Guarantee for Advances - Annexure VI
- c) Proforma of Bank Guarantee for Performance - Annexure VII

28. ARBITRATION

- a) Any dispute or difference of any nature whatsoever any claim, cross claim, counter-claim or set off of the Corporation against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the CEO, Aegis Logistics Limited., or to an Officer of the Company who may be nominated by the CEO. The Contractor will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an Officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company he had expressed views on all or any other matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his Office or being unable to act for any reason, the CEO as aforesaid at the time of such transfer, vacation of Officer of inability to act may in the discretion of the CEO designate another person to act as Arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the Arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Corporation if the Vice President LPG does not designate another person to act as Arbitrator on such transfer, vacation of officer or inability of original Arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessors. It is also a term of this contract that no person other than the CEO or a person nominated by such CEO of the Company as aforesaid shall act as Arbitrator hereunder. The award of the Arbitrator appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act., 1940 or any statutory modification on re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be in writing and published by the Arbitrator within two years after entering upon the reference of within such extended time not exceeding further twelve months as the Sole Arbitrator shall by writing under his own hands appoint. The parties hereto shall be deemed to have irrevocable given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The Arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions, as the Arbitrator may think fit having regard to the matters in difference i.e dispute before him. The Arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the Arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e dispute before him.

- d) The parties against whom the arbitration proceedings have been initiated, that is to say, the respondents in the proceedings, shall be entitled to prefer a cross-claim, or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference of arbitration to the CEO for such counter-claim, cross claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the CEO.
- e) The Arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- f) The Arbitration shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrators expenses whenever called upon to do so.
- h) The parties agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and nay award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai only.

29. TENDER CHECKLIST

Technical Bid Checklist:

- Bank Guarantee towards EMD.
- Balance Sheet as specified.
- Previous Similar projects Details/ Certificate of Controls copies issued by TPIA.
- JV Details if Applicable for previous Projects.
- PESO Approval under SMPV (U) Rules.
- JV/ Consortium Details for this tender identifying Principle Bidder, if applicable.
- Deviation List, as applicable
- Details of Design and Construction facilities.
- Copies of ISO/OSHAS/ other accreditations as applicable.
- Form A-E

Commercial Bid Checklist:

- Price Bid
- QAP (Supply Items and Construction)
- Power of Attorney of the signatory to the tender.
- Project Schedule – MS Project.
- List of Deviations
- Solvency Certificate.

SPECIAL CONDITIONS OF TENDER - SECTION B

1. BASIS OF OFFER

- 1.1. The offer shall be valid for a minimum period of 3 months (90 days) from the due date of the tender.
- 1.2. The prices quoted shall remain firm without any escalation till the completion of contract.
- 1.3. If the items need to be imported involving foreign Exchange the contractor shall indicate the exchange value considered for the imports.

2. PROGRESS REPORTS

The Contractor has to submit progress reports and inspection report of their work fortnightly and on critical items weekly to the Owner. The Contractor will also submit Project Plan in MS Projects including Resource Planning.

3. GUARANTEES

- 3.1. The Construction shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of handing over after the final acceptance for faulty design, workmanship, and material supplied by Contractor.
- 3.2. In case of bought out items by Contractor, Contractor will provide supplier's guarantee for a period of 12 months from the date of commissioning equipment or 18 months from the date of supply whichever is earlier for faulty design, workmanship, and material.
- 3.3. The above guarantees shall be supported by a performance Bank Guarantee (Proforma attached) for 10% of the total value of the order. This Guarantee shall be submitted before opening of LC or payment of first RA bill or expiry of EMD Bank Guarantee.

4. DELIVERY SCHEDULE

- 4.1. The maximum duration of the Project will be (including erection and hydro testing) **40 days**.
- 4.2. The completion period quoted shall be firm and guaranteed. It shall be counted from the date of Letter of Intent.
- 4.3. The Contractor shall also indicate along with the bid, the time schedule for various stages of work by way of Bar Chart using MS Projects.
- 4.4. In case the contractor is instructed by the owner to delay mobilization to site, the delivery period will be adjusted accordingly. However, no compensation will be payable on this account to the contractor.
- 4.5. Tenderer may improve upon the delivery schedule and indicate the same.

5. TERMS OF PAYMENT

PIPING

The stages of payment for Piping Construction shall be as under:

- a) 10% - laying of pipes on supports.
- b) 40% - completion of all welding including fittings with proper alignment.
- c) 20% - completion and furnishing of satisfactory certificates for radiography and other NDT. (for product pipe lines only)
- d) 20% - completion of hydro test, flushing with air and first pigging after completion of pipelines, is including handover of documents.
- e) 10% as retention and will be paid only after completion of Defects Liability Period.

6. TAXES, EXCISE DUTY AND LEVIES

The Service Tax shall be applicable on 40% of Contract value. This Contract value may include the cost of Free Issue Materials.

7. ADDITIONAL WORK

Contractor shall submit rates for additional work with rate analysis for approval of ALL. As far as possible, rates for similar items if available shall be used in competing rates for additional work. Minor works need not be called as additional work.

8. POWER SUPPLY

ALL shall supply electric power only inside the terminal. Required Power cable / distribution board shall be arranged by Contractor. For offsite welding work, contractor shall arrange suitable nos. of DG sets as agreed by ALL. Enough diesel welding generators to be arranged by the contractor to keep up the work schedule.

9. QUANTITY VARIATION

The Quantities mentioned in the Schedule of Work / Price Bid is subjected to variation in either direction. This variation is not subjected to any revision in rates offered.

10. UNIT OF MEASUREMENT

The Unit of Measurement is not subjected to any revision during the entire tenure of the Contract.

11. MEASUREMENT

Mode of measurement shall be finished theoretical weight / measurements of supply materials for construction. ALL authorized person at site will approve the monthly bills raised by Contractor depending upon the volume of work completed. Quantities approved & accepted by the ALL representative will be only be considered for payment.

All the measurements should be certified by the authorized Personnel at site. Uncertified measurements shall not be acknowledged during invoicing.

12. BILLING AND DOCUMENTATION PROCEDURE

Contractor shall forward four copies of all documents to ALL.

Wastage allowance

- a. 2% on unaccountable wastage due to cutting, burning losses etc.
- b. Balance 98% of pipe material should be accounted either by “As Built Drawing” or by way of material returned to ALL. Contractor to take full care to avoid any wastage of materials.

The cost of any unaccountable material will be recovered from the contractor at penal rate, which will be double of the prevailing market rate as decided by ALL at the time of recovery.

13. GENERAL

Contractor shall maintain a strong and capable organization at job site headed by a Site representative who shall have full responsibility for the execution of works.

Contractor or his authorized representative is to be constantly at job site during the execution of work. Contractor's representative shall carefully examine all drawings and specifications and notify ALL of any discrepancy that may appear before proceeding with the work.

Since the laying of pipelines is to be carried out in the Mumbai Port Trust area, inside TATA Electric company & inside HPCL Mumbai Refinery premises, the Bidder shall have the sole responsibility of satisfying himself as to the nature and location of job site, the applicable laws and regulations, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, roads and uncertainty of weather or similar physical conditions at job site.

The contractor shall examine the site condition critically against our piping drawing / specification before any fabrication work.

Necessary permits like Man power entry, vehicle entry, equipment entry permit and any other permission required for working in MBPT area as well as from Tata and HPCL will be arranged by the contractor. However, necessary assistance will be provided by us.

14. SAFETY CONDITIONS

- a) Contractor shall in respect of performance of the works, be responsible for safety, security and protection and should make, provide and maintain at your cost all measures and arrangements required.
- b) Contractor shall provide necessary and suitable safety equipment and clothing such as helmets, gloves, fire extinguishers, safety belts, safety nets, life jackets, etc. at your cost.
- c) Daily work permit must be obtained from the site representative or his nominee. No work shall be started without permit.

- d) Only qualified and experienced persons shall be deputed for erection and quality control on the job by the piping contractor.
- e) During construction if anybody is found violating safety norms, the work will be stopped immediately. The cost of time lost then shall be on Contractor's account.

15. INFORMATION TO BE FURNISHED BY THE TENDERER

The tenderer is required to enclose the following documents as part of his tender:-

- a) Power of attorney of the signatory to the tender.
- b) Details of equipment, tools and tackles proposed to be deployed at site in the proforma form 'A'
- c) Site organization proposed to be set up by the tenderer including bio data of site -in-charge and key personnel in the proforma form 'B'.
- d) Exception and deviation, if any as a separate Annexure.
- e) Additional and necessary informational elaborated write-up etc. (except price figures) in regard to their offer/tender in Annexure.
- f) Schedule of labour rates.
- g) Details of similar work done during past Seven years in proforma 'C'.
- h) Concurrent commitments of the tenderer in proforma 'D'.
- i) Latest Income tax clearance certificate & Solvency Certificate from a Nationalized/ RBI approved foreign bank, certifying Contractors capability to undertake the jobs costing Rs. 5 crores and above.
- j) Declaration of Understanding – Form 'E'.

Additional Information:

1. Year of incorporation / establishment
2. VAT / CST / Excise registration number
3. PAN number
4. Any other Detail

AEGIS LOGISTICS LIMITED

APPENDIX - I

SCOPE OF WORK

A. SCOPE OF WORK

Scope of work covered by this enquiry will broadly consist of the following for fabrication, erection and testing of Carbon Steel piping between HPCL, MR & ALL at Trombay / Gavanpada area, Inside MbPT, Tata Electric Company & HPCL (Mumbai Refinery) premises.

Contractor's scope of work includes fabrication, erection and testing of pipeline as per the requirement of enquiry documents and as mentioned herein under, but not limited to:

- a) Preparation of construction schedules
- b) Procurement, transportation to site and storing of all construction equipment's, material and consumables supplied by contractor.
- c) Unloading at ALL store yard, collection of piping material from Stores & transportation, unloading, and temporary storage at work site as mentioned.
- d) Fabrication, erection & testing of aboveground / Underground portion of pipelines as per drawing / specifications and as per to suit at site wherever required subject to our approval.
- e) Fabrication, erection and testing of coated pipes as per the drawings / specifications and to suit at site wherever required subject to Client's approval (Client may revise any drawing / specification etc. in course of work and the Contractor shall work according to the latest version. Only drawings / specifications duly stamped 'Authorized Working Print' and issued by the Client shall be used by the Contractor for work)
- f) Dismantling of existing pipe lines for re-routing / removal / modification purpose along with structural & reuse the same for fabrication, as approved by ALL
- g) Removal & Shifting of unwanted pipes / structural to scrap yard of ALL / HPCL.
- h) The old unwanted removed pipelines shall be cut into 5 to 6 M length.
- i) Erection and installation of valves, fittings and all other accessories as per our drawings and specifications.
- j) Fabrication and erection of supports, structures, branches, etc. as per drawings and as per to suit at site **wherever required subject to our approval.**
- k) **Welding procedure** specification, procedure qualification record and welders performance qualification including all tests required as per relevant codes.
- l) Radiography, DP test and other NDT examinations as per specification
- m) Installation of temporary supports, scaffolding wherever required using contractor's own material and dismantling the same after completion of work.
- n) Checking of support levels, center lines, locations etc.

- o) Temporary lighting required for construction work.
 - p) Manpower planning, preparation of schedules / progress reports, Inspection Reports.
 - q) Preparation of requisition for material supplied by ALL, accounting of these materials.
 - r) Co-operate with other agencies viz. Civil, painting contractor, Insulation contractor, and coating contractors and assist wherever problem exists in pipe work for carrying out their activities. Contractor shall provide necessary Hydra, Lifting Tackles and carry out handling as per the requirement of Civil / painting / insulation /coating contractor.
 - s) Wrapping and coating of portion of pipelines and weld joints.
 - t) Providing corrosion pad and reinforcement pad where ever required.
 - u) Cold cutting of pipeline where ever required.
- 1.2.1 Contractor shall construct his site office, stores, etc. at designated place at his own cost and remove the same on completion of work.
- 1.2.3 Statutory compliances / Insurance coverage

APPENDIX - II
SCOPE MATRIX

SN	Description	Client	Contractor
A.	DESIGN & ENGINEERING		
1.	Design and Engineering, including Stress Analysis	*	
2.	Technical specification	*	
3.	Bill of quantities		*
4.	As built drawing	*	*
5	Civil Foundation	*	
B.	SCOPE OF SUPPLY		
1.	Pipes, Structures, Wrapping Coating materials, Equipment's, fittings, valves, Insulating material, etc	*	
2.	All other materials and equipment required for the job.		*
C.	CONSTRUCTION AIDS / TOOLS		
1.	All construction Aids & Equipment		*
2.	Tools and tackles		*
3.	Temporary ladders, Lighting, scaffolding etc.		*
4.	Fire screen wall materials including GI sheets, pipes etc.		*
5.	Hydrotest pumps, gauges etc.,		*
6.	Any other equipment / tools required.		*
D.	CONSUMABLES		
1.	All consumables required for construction like welding electrodes, gases, grinding wheel etc.		*
2.	Consumables required for inspection and testing work.		*
3.	Consumable for construction aids.		*
4.	Other consumable materials		*
E.	CONSTRUCTION UTILITIES		
1.	Electricity		*
2.	Construction and Drinking Water		*
3.	Hydro-testing Water	*	
F.	SCOPE OF WORK		
1.	Procurement of pipes and Structures, gratings etc.	*	
2.	Unloading and shifting at ALL stores & at sites		*
3.	Construction / Fabrication drawing.		*

SN	Description	Client	Contractor
4.	Preparations of material take off schedule.		*
5.	fabrication, erection, welding and testing of pipe lines		*
6.	Application of wrapping & coating on weld joints & fittings		*
7.	Overall quality control.	*	*
8.	Construction supervision and co-ordination work.		*
G.	SCHEDULING		
1.	Master construction schedule	*	
2.	Detailed scheduling, monitoring and progress reporting		*
H.	INSPECTION AT SITE		
1.	Carrying out all types of inspection and testing.	*	*
2.	Preparation of inspection test reports.		*
3.	Witnessing of Inspection / Tests & approvals of Inspection / Test Reports.	*	
4.	All reports required by client.		*
J.	INSURANCE		
1.	Contractor's construction aid and temporary work.		*
2.	Workmen's compensation		*
3.	Any other insurances as per statutory requirement		*
4.	License from local labour commissioner		*

Type of Contract

The Contract shall be a Works Contract for the Fabrication, Erection and Testing of 8"NB Carbon steel pipeline at Trombay / Gavanpada area, Inside MbPT, Tata Electric Company & HPCL Refinery premises.

The Pipes, fittings, structural steel & accessories like valves, stud/nuts, gaskets, Insulating gasket joint kits, etc. shall be supplied by the Client.

The contractor shall necessarily furnish the following valid documents along with the tender

- (1) Service tax registration No. and category of service.
- (2) Income tax PAN No.
- (3) PF / ESIC registration No.
- (4) Labour License no.

The rates quoted / negotiated by the contractor shall be inclusive of all applicable taxes and duties of statutory governing bodies, like service tax, turnover tax, state entry tax, ESIC and PF of labors, etc. as on date and in no case shall be paid extra on this account.

However on billing the contractor shall specify the percentage and amount of service tax separately and add it to the total bill amount as required by governing bodies. The contractor shall also attach necessary payment challan of service tax, PF, ESIC etc., and monthly wages sheet to verify PF / ESIC deductions. The contractor will be solely responsible for any liabilities on account any of the above mentioned taxes and duties.

Note: An amount, as per relevant rules applicable by government bodies, shall be deducted from your bills as Tax Deduction at Source (T.D.S.) on Income tax and all the relevant documentary evidence shall be handed over to the contractor on completion of works or respective financial year ending.

- a) Contractor shall obtain contract license from regulatory authorities under the Contract Labour Act, 1970 if applicable.
- b) Contractor shall arrange at his own cost to take adequate insurance cover in respect of the following,
Employees State Insurance Act, 1948
Employees Provident Fund Act, 1952
Any other requirement as per statute

Scope of supply

Materials to be supplied by contractor

The contractor's scope of supply shall include but not limited to the following.

- a) Construction tools and tackles, diesel generator welding sets, Argon sets, welding machines, gas cutting sets, grinding and drilling machines, Air Compressor etc. Equipment's and tools for transportation and erection such as cranes, tractor/trailers, winches, chain pulley blocks, slings, D-shackles, sleepers, safety belts, tripods, gauges, precision instruments etc.
- b) Consumables like Industrial gases, grinding wheels, diesel for Genset / Air Compressor etc.
- c) Consumables and equipment's required for inspection work like dye penetrant, developers for DP test, radiography films, chemicals, radiography equipment and radioactive source.
- d) Material for temporary scaffolding supports.
- e) Equipment and accessories for hydro testing and flushing, compressors, gauges, gaskets, bolts, nuts, blinds and temporary piping etc.
- f) Helmets, hand gloves, safety shoes, safety belts goggles, Life jackets, etc. required for the safety of contractor's personnel.
- g) Any other material decided by Client.
- h) Welding electrodes and filler wire for Carbon steel piping, Argon Gas

Material supplied by Client

- a) Carbon steel, 3 LPE coated pipes - API 5L Gr X 42, sizes- 8" "NB
- b) Flanges
- c) Elbows, Reducers, Tees, Bends (coated wherever required)
- d) Gaskets, studs and nuts
- e) Pipe fittings
- f) Valves
- g) Structural material for pipe supports & instrumentation/electrical Cable tray supports
- h) Pipe coating material for coated pipe joints

APPENDIX-III

WELDING SPECIFICATION

1. GENERAL

This specification shall be covered welded joints of Carbon steel conforming (API 5L GR X 42).

The welded pipe joints shall include but not limited to the following:

- a. All line pipe joints shall be butt welded with beveled ends.
- b. Attachments of castings, forging, flanges and other supports to pipes.
- c. Welded branch connections with or without reinforcing pads.
- d. The attachment of smaller connection for vents, drain drips and other instrument tapings.

2. APPLICABLE CODES AND STANDARDS.

- a. Code of petroleum refinery piping ANSI B 31.3.
- b. OISD Standard – 214 for Cross Country LPG pipe lines
- c. Welding qualification ASME Sec IX.
- d. Code for non-destructive testing ASME Sec V.

3. FILLER MATERIALS

- a. Contractor shall provide all the necessary welding electrodes, filler materials etc. required for the work and the brand to be approved by ALL. Only make of Advani /D& H / ESAB shall be used.
- b. The electrodes, filler wires shall be free from rust, oil, grease, earth and other foreign material, which affect the quality of welding.

4. WELDING CONSUMABLES

- a. The contractor shall provide necessary oxygen, acetylene, argon cylinders etc. for the execution of the job.
- b. Shielding and purging gas.
Argon gas use in GTA welding for shielding purposes shall be 99.995% pure. The rate of flow for shielding purposes shall be established through procedure qualification tests.

c. Electrodes / Filler wire

C.S API 5L /	Root run Further run	Argon Stick	Filler wire - 70 S 2 E-7018
Structural	all run	Stick	E-6013

5. WELDING PROCEDURE QUALIFICATION

WPS shall be carried out in accordance with relevant requirements of ASME sec IX latest edition or other applicable codes and the job requirements. The Contractor shall submit the WPS immediately after the receipt of the order. Aegis will review, check and approve the welding procedure submitted and shall release the procedure for qualification tests. The procedure qualification test shall be carried out by the contractor. A complete set of test results shall be submitted to Aegis for approval immediately after completing the P.Q. tests and at least 2 weeks before the commencement of actual work.

6. WELDER'S QUALIFICATION

Welders shall be qualified in accordance with the ASME section IX or other applicable codes. Aegis shall witness the test and certify the qualification of each welder separately. Only those welders who have been approved shall be employed for welding.

7. RADIOGRAPHY EXAMINATION (100%)

The radiography examination procedure to be adopted shall be submitted by the contractor and shall be got approved by Aegis prior to employment. The procedure, quality of radiographic examination, acceptable limits of defects and removal of the defects shall confirm to latest editions of codes. The contractors shall be responsible for carrying out radiography; rectification of defects and re-radiography of welds required/rectified. The contractor shall furnish all the radiographs to Aegis immediately after processing. The details of radiographs along with the joint identification number shall be duly entered in a register and signed by the contractor and shall be submitted to the Aegis for approval.

8. LIQUID PENETRATION EXAMINATION (100%)

All root runs of the Carbon Steel pipe joints shall be tested for liquid penetration examination.

9. DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR (3 COPIES)

- a. Batch test certificates for the electrodes & filler wire used.
- b. Welding procedure specifications.
- c. Welding procedure qualification records.
- d. Welder's performance qualification records.
- e. Radiography procedure.
- f. Radiography test report along with radiographs.
- g. Pipeline sketch (Isometric) giving all the details regarding the pipe specification, welded joints, distance between weld joints, joints radiographed, welders identified against each joint executed and any other relevant details as may be necessary.
- h. Manufactures test certificate for each head of the material.
- i. Hydro test certificate duly certified by Aegis.

APPENDIX-IV

PIPING SPECIFICATION

All pipes confirming to API 5L GR. X 42 (with 3 LPE coating) shall be supplied in 6 to 12 m length. Necessary 90 Deg. LR elbow, 45 Deg. elbows with other require fittings will be included in our supply.

Pipes shall be hydro tested at **37.5** bar pressure, cleaned by passing water, drying by air and blocking the ends, after erection of total length of pipes.

The pipe line is **PIGGABLE**, after hydro test of line pigging to be done by contractor & ALL will provide all the support required for pigging operation.

All coated pipes after erection shall be hydro tested section wise / fully as per the requirement of ALL. Welding joints and fittings shall be coated with coating material supplied by ALL after hydro test.

Pipes shall be supported on new / existing structure at 4 - 8.0 M apart approx. wherever required, additional supports are to be fabricated and erected. Anchor blocks shall be welded to supports after Hydro test.

All pipes are with class 300# flange as required.

Our tentative pipe line layout conforms to the following drawings:

Piping

SR. NO.	PARTICULARS	DRAWING NO.
1	Routing piping details	AEGIS -08-H-1030 C / 2, Rev - 0, Sh - 1 of 1

Route may change while finalizing details of the Drawing.

Welding protrusion shall be limited to 0.5 mm.

Long radius 3D / 1.5 D radius bend to be used - Seamless API 5L GR. X 42 or Equivalent. 90° & 45° elbows be used where required.

Entire pipeline shall be piggable. Contractor shall carry out welding in such a way that no protrusion of welding be there. Utmost care shall be taken. Pigging shall be certified by our Engineer before the lines are handed over to us.

Contractor shall take utmost care while handling and laying of coated pipes. In case of any damage to the pipes, the cost of material will be recovered at penal rate, which will be double of the prevailing market rate as decided by ALL at the time of recovery.

1. END PREPARATION

1.1. Edge Preparation

The edge to be welded shall be prepared to meet the design joint requirement by the Plasma cutting, machining or grinding methods. After plasma cutting cut shall be machined or ground smooth.

1.2. Alignment and spacing

Components to be welded shall be aligned and spaced as per the requirements of codes / drawing. Special care must be taken to ensure proper fitting and alignment when the welding is performed by GTAW process.

Flame heating for adjustment and correction of ends is not permitted. A wire space of suitable diameter may be used for maintaining the weld root opening while tacking, but it must be removed after tack welding and before laying the root bead. Tack welds, for maintaining the alignment of pipe joints shall be made only by qualified welders. Tacks should be equally spaced. Minimum number of tacks shall be 4 tacks – for 3" to 12" dia pipes.

2. WEATHER CONDITIONS

The parts being welded and welding personnel should be adequately protected from rain and strong winds.

During field welding using GTAW process, particular care shall be exercised to prevent any air current affecting the welding process.

3. WELDING

- a. Root pass shall be made with filler wire. The preferable size of filler wire is 2 / 2.5 mm diameter.
- b. Upward technique shall be adopted.
- c. The root pass of butt joints should be executed as to achieve full penetration with complete fusion of the root edges.
- d. Welding should be continuous and uninterrupted during a pass.
- e. On completion of each run, craters, welding irregularities, slag etc. shall be removed by grinding and chiseling.

4. JOINT COMPLETION

- a. Butt joints shall be completed with a cover layer that would affect good fusion at the joint edges and a gradual noted free surface.
- b. The welding shall be free from under cuts and other defects.
- c. Each weld joint should have a workman like finish.
- d. Radiography - 100 % for all butt weld joints

Appendix - V
Schedule of Work / Price Bid

SN	Description of work	Quantity	Unit Rate (Rs.)	Amount (Rs.)
1	CS API 5L Gr. X 42 – 3 LPE coated Laying, Fabrication, Erection & Testing of 8"NB x Sch 40 pipe line including 100% DP testing & 100% Radiography of weld joints for entire length a. Above ground pipe line length = Approx. 2000 m b. Underground pipe line length = Approx. 300 m c. Above ground pipe line length inside Tata premises = Approx. 300 m d. Above ground pipe line length inside HPCL premises = Approx.430 m	18400 IM		
2	Fabrication & Erection of Structural supports on civil foundations for laying pipe lines.	50 MT		
3	Wrapping & coating of pipe line & weld joints	500 IM		
4	Cold cutting of existing pipe lines	160 ID		
5	Erection of pipe line fittings like valves, etc.	100 ID		
6	Fabrication and erection of corrosion pad for CS pipe line	100 ID		
7	Fabrication and erection of reinforcement pad for CS pipe line	100 ID		

Appendix - VI

LAYOUT OF 8" LPG INTER-CONNECTION PIPE BETWEEN HPCL & AEGIS



DRG. NO:-AEGIS-08-H-1030C/2

REV:—0

Appendix - VII

FORM 'A'

AEGIS LOGISTICS LIMITED

NAME OF WORK:

CIVIL WORK FOR CONSTRUCTION OF FOUNDATIONS FOR STORAGE TERMINAL AT HALDIA

NAME OF TENDERER:

DETAILS OF EQUIPMENT, TOOLS, TACKLES ETC (FORM-A)

Tenderer shall submit herein details of equipment, tools, tackles etc required to perform the work and shall note in each case whether the same is (a) already owned by tenderer and available for use on his contract, (b) anticipated to be hired by contractor or (c) anticipated to be purchased by contractor. In case of (a), present location shall be stated. In case of (b) and (c), location of hirer or supplier shall be stated.

No. of items	Description & Capacity	Make, Model	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks if any

1. Contractor agrees to augment the above chart with additional number /categories of equipment, if required to complete the work within the agreed time schedule of completion as directed by the Site – In – Charge.

The Tenderer shall also identify the list of equipment that will be deputed for this project.

FORM B

AEGIS LOGISTICS LIMITED

NAME OF WORK:

**CIVIL WORK FOR CONSTRUCTION OF FOUNDATIONS FOR STORAGE TERMINAL
AT HALDIA**

NAME OF TENDERER:

PROPOSED SITE ORGANISATION

The tenderer is to indicate here the proposed site organization he proposes to set up at this site for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by site in charge.

Note:

Bio-data of Site -In-Charge and key personnel proposed to be posted for this job should be attached.

A Planning Engineer for scheduling card monitoring of the work, of the tenderer will be associated full time for the entire duration of the work.

FORM -C

NAME OF WORK:

**CIVIL WORK FOR CONSTRUCTION OF FOUNDATIONS FOR STORAGE TERMINAL
AT HALDIA - PRECAST DRIVEN PILE METHOD**

NAME OF TENDERER

Details of Similar Works done during past Seven Years

S N	Full Postal address of the Client & Name of Officer-in charge	Description of the Work	Value of the Contract	Comme ncement Date of Work	Actual completi on time	Year of comple tion	Remar ks
1	2	3	4	5	6	7	8

Signature of Tenderer

FORM-D

NAME OF WORK:

CIVIL WORK FOR CONSTRUCTION OF FOUNDATIONS FOR STORAGE TERMINAL
AT HALDIA- PRECAST DRIVEN PILE METHOD

NAME OF TENDERER :

Concurrent Commitments of the Tenderer

S N	Full Postal address of the client & Name of Officer-in charge	Descriptio n of the Work	Value of the Contract	Date of commenc ement of Work	Schedule d completi on time	% of comple tion	Expecte d date of complet ion
1	2	3	4	5	6	7	8

FORM E

Declaration of Understanding

I / We hereby declare that we have read and understood the scope and specifications in every minute detail. The Site Conditions are verified and the rates quoted are in adherence to statutory and site conditions.

The Standards referred in the Tender Specifications are also been reviewed and understood prior to bidding. Upon being awarded, we shall execute the complete Contract with total satisfaction to the Owner.

The deviation request has been presented for items deemed needful.

This understanding is being endorsed by us even on behalf of the Sub-Contractors, Vendors, and JV partners.

Authorized Signatory

ANNEXURE-VIII

PROFORMA OF BANK GUARANTEE

(In lieu of Earnest Money Deposit)

(On non-judicial paper of appropriate Value)

To,
M/s Aegis Logistics Ltd.
1202, Tower B, Peninsula Business Park,
G. K. Marg, Lower Parel (West)
Mumbai-400013

Dear Sirs,

In consideration of Aegis Logistics Limited (hereinafter called "the Owner" which expression shall include its successors and assigns) having awarded certain work for an relative to _

to _____ (Name and Address of the Contractor)

upon certain items and conditions interlaid mentioned in the Owner's letter of Intent, (hereinafter collectively called the "the Contractor", expression shall include any formal contract entered into between the Owner and Contractor in suppression of the said Letter of Intent and all amendments and/or modifications in the Contract) inclusive of the condition that the owner may accept a Bank Guarantee of a Scheduled Bank in India in lieu of Cash Deposit of the EMD as provided for in Clause 4.1 of the General Conditions of Contract:

We, _____ (Name of the Bank) Having registered and head office at (hereinafter called "the Bank") at the request of the Contractor and with the intent to bind the Bank and its successors and permitted assigns, do hereby unconditionally and irrevocable guarantee payment to the Owner at Mumbai of the unpaid balance of the EMD upto an aggregate limit of Rs. 5,00,000 (Rupees Five Lacs only) AND undertake to pay the Owner on demand and without protect or demur.

AND the Bank does hereby further agree as follows:-

- i. The guarantee/undertaking herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and the claims of the Owner relative thereto satisfied and/or discharged and the Owner accordingly discharges this Guarantee/Undertaking subject. However, that the Owner shall have no claim under this Guarantee/undertaking has been served on the Bank before the expiry of the said date, in which event the same shall be enforceable against the Bank notwithstanding that the same is enforced after the expiry of the said date namely

- ii. The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to anywise vary the said contract and/or any of the terms and conditions thereof or of or relative to the said EMD or to extend time of performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of obligations of the Contract and/or power exercisable by the Owner against the Contractor the Contractor and either to enforce or for bear from enforcing any of the terms and conditions of or covering the said Contract or the said EMD or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or the reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the Contractor or of any other act, matter of thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the bank from its liability hereunder of any part.
- iii. It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the bank notwithstanding the existence of any other security for any indebtedness of the Contractor to the Owner (including relative to the said EMD) and notwithstanding any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, the outstanding or unrealized
- iv. The amount stated by the Owner in any demand, claim or notice as the unpaid balance of the said EMD for the time being shall as between the Bank and the Owner for the purpose of these presents be conclusive of the said balance.
- v. The liability of the bank to the Owner under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Bank/and or the Bank and the Owner, or otherwise howsoever touching or effecting these present or the liability of the Contractor to the Owner and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these presents with the intent that notwithstanding the existence of such difference, dispute or instruction , the Bank shall be and remain liable to make payment to the Owner in terms hereof.

vi. The bank shall not revoke this Guarantee/undertaking during its currency except with the previous consent of the Owner in writing and also agree that any change in the constitution of the Contractor or the Bank or Owner shall not discharge the Bank's liability hereunder.

-----who is-----is (on
behalf of the Bank) (his designation) authorized to
sign this Guarantee/undertaking on behalf of the bank and to bind the Bank thereby.

Date this _____ day of _____ 20____

Yours faithfully,

For
Signature
Name & Designation
Name of the Branch

PROFORMA OF BANK GUARANTEE
ADVANCES
(On Non-Judicial Paper for appropriate Value)

To,

M/s Aegis Logistics Ltd.
1202, Tower B, Peninsula Business Park,
G. K. Marg, Lower Parel (West)
Mumbai-400013

Dear Sirs,

In consideration of the Aegis Logistics Ltd. (hereinafter called "the Owner") having agreed to grant an advance of Rs _____ (Rupees _____) to M/s _____ (hereinafter called "The said contractor/Supplier") Under the Terms and Conditions of Purchase Order No. _____ dated _____ made between the Owner and M/s for supply and/or installation of _____ (hereinafter called the said Agreement), on Production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we M/s _____ (hereinafter referred to as "The Bank") do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ (rupees _____ only) against any loss or damage caused to or suffered by the Owner by reason of any breach by the said Contractor/Supplier of the terms & Conditions contained in the said Agreement)

We, _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demurrer, merely on demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of any breach by the said Contractor(s)/Supplier(s) of any of the terms and conditions contained in the said agreement or by reason of the Contractor(s)/supplier(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)

We, _____ further agree that the guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the owner certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said contractor(s)/supplier(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this Guarantee thereafter We, further agree with the Owner 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 Agreement or to extend time of performance by the said Contractor(s)/Supplier(s) from time to time or to postpone by the Owner against the said Contractor(s)/Supplier(s) 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 Owner or for any forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s)/Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Owner in writing. Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs _____
(Rupees_____)

Our Guarantee shall remain in force until_____. Unless a demand in writing for claim under this Guarantee is lodged with us before that date i.e on before _____all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Date

Address

** This date will be six months later than the date of expiry of the Agreement.

PROFORMA OF BANK GURANTEE
(Performance)
(On Non-Judicial For 100% of Contract Value)

To,

M/s Aegis Logistics Ltd.
1202, Tower B, Peninsula Business Park,
G. K. Marg, Lower Parel (West)
Mumbai-400013

Dear Sir,

In Consideration of the Aegis Logistics Limited (hereinafter called "the Owner" which expression shall include its successors and assigns) having awarded to M/s _____
_____(name)_____ (constitution)_____ _____
_____(address) (hereinafter referred to as "the
supplier/Contractor" which expression shall wherever the subject or context so permits
include its successors and assigns) a supply contract in terms inter-alia, of the Owner's
Purchase Order No. _____ dated _____ and the general Purchase
Conditions of the Owner and upon the condition of Supplier's furnishing security for the
performance of the Supplier's obligations and/or discharge of the Supplier's liability under
and/or in connection with the said supply contract upto a sum of Rs. _____
_____(Rupees _____ only) amount to 100% (one hundred percent) of the total
contract value.

We, _____ (name) _____ (constitution) (hereinafter called "the Bank
which expression shall include its successors and assigns) hereby jointly and severally
undertake the guarantee to pay to the Owner in Rupees forthwith on demand in writing and
without process or demur of any and all moneys anyway payable by the supplier to the
Company under, irrespective of or in connection with the said supply contract inclusive of
all the Owner's losses and damages and costs (inclusive between attorney and client).
Changes and expenses and other money anyway payable in respect of the above as specifies
in any notice of demand made by the Owner to the Bank with reference to this Guarantee
upto and aggregate limit of Rs _____

(Rupees _____ only) And the Bank hereby agrees with the Owner.

- i. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Owner and liabilities of the Supplier arising upto and until midnight of _____. This date shall be a months from the last date of guarantee period.

- ii. This Guarantee/Undertaking shall be addition to any other guarantee or security whatsoever that the Owner may now or at any time anyway have in relating to the Supplier's obligations/liabilities under and/or in connection with the said contract, and the Owner shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at it sole discretion, and no failure on the part of the Owner in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
- iii. The Owner shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the supplier's obligations and/or liabilities under or in connection with the said supply contract and to vary the terms vis-à-vis the supplier of the said supply contract or to grant time and/or indulgence to the supplier of the said supply contract or to grant time and/or indulgence to the supplier of the said supply contract or to grant time and/or indulgence to the supplier or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the supplier under the said supply contract and/or the remedies of the Owner under and other security(ies) now or here-after held by the Owner and no such dealing(s), variation(s), reduction(s), increase(s) or other indulgence(s), or arrangement(s) with the supplier or release or forbearance what-so-ever shall have the effect of releasing the Bank from its full liability to the Owner hereunder or of prejudicing rights of the Owner against the Bank.
- iv. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or charge of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof
- v. The bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial or liability by the supplier of any other order or communication whatsoever, by the supplier or preventing or purporting to stop or prevent any payment by the bank to the Owner in terms hereof.
- vi. The amount stated in any notice of demand addressed by the Owner to the Guarantor as liable to be paid to the Owner by the supplier or as suffered or incurred by the owner on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Owner be conclusive of the amount so liable to be paid to the Owner or suffered or incurred by the Owner, as the case may be, and payable by the Guarantor to Owner in terms hereof.

Yours faithfully,