

BHARAT INTERNATIONAL CORPORATE PVT LTD

RATE CONTRACT FOR STRUCTURE

A. Module Prefab and Framing/Assembly, Shifting the blasting/Painting activity. All activities are included till assembly Completion.

Description	Unit	Qty - E-24219	Rate
Pipe Rack Structure	MT	783	21600
Process/Skid Structure	MT	1648	23400
Handrail	MTR	1089	720
Ladder W/Cage & Platforms	MTR	45	720

B. Ship loose item prefab and framing/Assembly, Shifting for the painting activity. All activities are included till assembly, Final dismantling, and packing/staging.

Description	Unit	Qty- E-24219	Rate
Structure	MT	193	31500
Grating	Sqm.	5220	279
Handrail	MTR	5228	720
Ladder W/Cage & Platforms	MTR	5054	720
Stair Treads	Nos.	336	202

C. Support

Description	Unit	Qty- E-24219	Rate
Pipe Support — CS	MT	95	27000
Pipe Support — SS	MT	68	31500

D. Model Erection/Staging

Description	unit	Qty_E-24219	Rate
Model erection/Staging/De staging	MT	2150	2160
Equipment Erection and alignment	MT	380	900

Note:-

5% retention Amount deducted from monthly billing same will be returned after Project Completion.

Payment Terms:-

Pre fab – 40%

Final Ass – 60%

Major Contractor Scope

1. Skill/ Unskilled manpower for completion of work.
2. Providing qualified engineers
3. Mobilization and Demobilization of Manpower, Accommodation, food
4. Mechanical and electrical maintenance personnel
5. All machineries/tools tackles for completion of work
6. Portable welding Oven, Magnetic Drill Machine, Drill Bit, Cutter, etc.
7. Standard PPE's (Safety belts, boiler suits, safety shoes, safety helmets, safety goggles, ear plug, hand gloves
8. Scaffolders
9. DPT will be carried out by contractor approved workman
10. Office container, tools, and tackles storage container

BICPL SCOPE:-

1. Welding electrodes, DPT material, cotton waste, Gas, and Gouging electrodes
2. Hydra/Crane, Forklift, Rolling, Machining, Scaffolding material.
3. Grinding Wheel, Cutting Wheel, buffing wheel, etc.
4. Space, Drinking facility, utility facility.
5. NDT (UT/RT/MPT)

NOTE :

1. PED Welder qualification required, if qualified welder will get de-mob with any reason before 3 months, BICPL Will back charge qualification charges 10,000 Rs/Welder to contractor.
2. Subcontracting on any activity is strictly banned; BICPL clearance is required in this scenario. Failure to follow the rules may result in the contract being cancelled without commercial reconciliation.
3. or their representatives shall be the sole property of BICPL. The contractor shall treat the same If BICPL is not satisfied with the performance and/or conduct of the employee(s) of the contractor, the employee(s) in question shall immediately be replaced by a suitable person to ensure smooth and effective operation.
4. Demobilization of manpower and resources shall be carried out after work completion and written approval from the BICPL Shop—in charge.

COMPLIANCE TO REQUIREMENTS:

- Service provider must ensure competent manpower for the job execution, through a proper competency process by Safety, HR, and Technical before induction of their employees in strict compliance to gate passes processes in place.
- All the documents are to be submitted either in soft copy or hard copy or both as asked, for getting HR clearance.
- The contractor is responsible for All legal & statutory requirements as per Government policy.
- The contractor must adhere closely to the state government's minimum wage regulations.
- Statutory variation in taxes & and duties and/or imposition of any new tax/duty after the effective date of this contract shall be in contractor scope.
- The monthly statement and Challan of EPFO and ESIC must be shared with BICPL monthly.
- The contractor shall bear full responsibility for any liability resulting from failure to comply with statutory regulations.
- The contractor is responsible for compensating BICPL for any non-compliance incidents.

- The contractors are required to abide by the safety rules, company culture, and policies of BICPL.
- In accordance with labor laws and statutory rules and regulations, the contractor is obligated to provide all amenities for the employees, including accommodation, transportation, food and medical care.

CONFIDENTIALITY:

1. All documents/data/specifications/standards handed over to the contractor or their representatives shall be the sole property of BICPL. The contractor shall treat the same as strictly CONFIDENTIAL. The contractor shall not divulge any drawings/documents/instructions, either in part or full without written permission of BICPL.

CONFLICT IN REQUIREMENTS SPECIFIED IN DIFFERENT DOCUMENTS:

- If there is a discrepancy in the instructions contained in the Drawing/Specification/Contract documents, the contractor must promptly notify BICPL and request a resolution. The Contractor is not free to assume which instruction will take precedence. In all circumstances, BICPL's decision is final.

Work Location:

- Pre Fabrication - Unit 3/Open Yard PRA] INDUSTRIES LIMITED, GANDHIDHAM/ NEAR KANDLA Complete Wage Payment before 07th of every month. PORT OPEN YARD.
- FINAL ASSEMBLY- NEAR KANDLA PORT OPEN YARD.

GENERAL SCOPE:

- 1) The contractor will assign manpower during every shift to clean the unit's working space and remove unwanted materials that aren't needed for a safe and efficient completion of the manufacturing.
- 2) All Welding machines shall be inverter base, calibrated, and require AMP display.
- 3) Contractor to ensure reconciliation & return all scrap material, surplus or unused material back to Specified location.
- 4) Power, earthing, and welding cables that are necessary for the contractor's machine that fall under the contractor's scope.
- 5) The Contractor must obtain in writing the approval from the Shop in charge on the final cleaning/housekeeping of the work and making the area clean and tidy after the work completion, prior to the issue of the "Work Completion Certificate".
- 6) The contractor must strictly adhere to PRN's working time and holiday list.
- 7) All individuals working on-site must have appropriate and relevant experience to do the work given to them in the shop. Replacement of people during work execution is not permitted unless agreed upon in advance by the BICPL Shop in charge.
- 8) The contractor must comply with listed below:
 - Complete Wages Payment before 7th of every month
 - Invoice to be submitted before 24th of every month
 - Complete PF remittance payment before the 10th of every month.
 - Submit all compliance documents to HR by the 12th of every month.
 - Complete renewal of labor license prior to 1st month of renewal date.
 - Complete Renewal of WC policy prior to 1st month of renewal date.
 - Complete Bonus payment before 31st oct submit bonus details (form C&D) to the Labor dept and acknowledge copy submitted to HR dept by 1st November
 - Maintenance Register / forms under the Labor law Act.

HSE (HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION) & HOUSEKEEPING

1. The contractor shall ensure proper protection of gas cylinders during their handling and storage. In this context, any guidelines issued by the safety officer and security officer shall be implemented by the contractor.
2. Contractor shall ensure disposal of debris/ scrap at designated place declared by the company.
3. Prior to commencing work, the contractor is required to adhere to the BICPL permission system. Work cannot be started without a permit.
4. All the activities of fabrication shall be carried out as per the prevailing HSE norms of BICPL.

5. Before beginning any work over 1.8 meters, the contractor must get a work-at-height permit. Prior to beginning work at a height, the scaffolding needs to have a green tag.
6. BICPL has complete authority to stop the work in case of HSE violation.
7. Toolbox talk prior to the Start-up of any activities for the day/shift shall be mandatory. A toolbox talk is to be recorded and submitted to BICPL as surveillance checks as and when required.

FABRICATION & ERECTION OF SKID MODULES STRUCTURE

The contractor's scope includes but is not limited to the following:

1. The contractor must ensure fabrication and assembly as per the approved drawing, QAP and specification within permissible tolerance.
2. The contractor is responsible for securing BICPL QC acceptance in accordance with the ITP/QCP stage.
3. Except for blasting and painting, the contractor is responsible for all tasks necessary to finish the module including material issuance, material handling, marking-cutting, welding, bolting, pre-fabrication, framing, assembly, Handrail and staircase installation.
4. The contractor must strictly adhere to PRA-I's Quality system.
5. Material issues from store to fabrication area are in vendor scope. (Necessary material handling equipment will be provided by BICPL)
6. Material movement from the store to the fabrication location is the responsibility of the contractor. BICPL will provide the necessary material handling equipment.
7. Required Scaffolding construction shall be under the contractor's scope. scaffolding material will be provided by BICPL.
8. BICPL will provide a Daily/weekly/Monthly plan, The contractor to ensure that the work is completed in accordance with the plan.
9. Welder Qualification must be completed 2 weeks before starting the work.
10. All welding works must be performed by qualified welders following welding procedures approved by the project specification.
11. Any fixture required for manufacture or assembly must be fabricated by the contractor at no additional cost. On request, BICPL will supply the material.
12. The Contractor must comply with BICPL's "ZERO REPAIR" target.
13. The contractor is to submit a performance sheet every month filled in and signed by the respective department along with the invoice. (refer Annexure 2).
14. BICPL's "ZERO INCIDENT" goal is consistently met by the contractor. Penalties of INR 25,000.00 will be imposed for failure to comply.
15. The contractor is liable for the repair costs incurred because of bad workmanship.
16. The representative of the contractor must keep the recorded dimension reports up to date and submit them within allowable tolerances for the BICPL review and acceptance.
17. BICPL will provide a work completion sheet with milestone activities. The contractor is required to follow the progressive work completion sheet for billing purposes, with prior approval from the manufacturer in charge. Contractors are required to affix the Manufacturing charge's acknowledgment work completion page to their invoices. Invoices without this sheet will not be accepted under any circumstance
18. A list of tools, equipment, and tackles needed to finish the job will be provided by the contractor.
19. Availability for the weekly review meeting must be guaranteed by the owner or the senior representative of the contractor.
20. The contractor shall submit daily manpower attendance sheet, list of equipment and machinery in working order to BICPL Shop-charge for day-to-day monitoring.
21. If unexpected events cause the project to go behind schedule, the contractor will hire more workers for both day and night shifts to clear the backlog without charging BICPL more.

22. All welding works must be performed by qualified welders following welding procedures approved by the Project/BICPL specification.
23. All welder's tests shall be witnessed by the TPI inspection or BICPL-approved inspecting authority prior to commencing the work. All qualified welder's identification cards shall be prepared by the Contractor and submitted to BICPL for approval. The contractor shall be responsible for engaging qualified welders on the job. The contractor shall keep a record of each welder's performance and periodic NDE test.
24. Before beginning work, all welder tests must be witnessed by a TPI inspection or a BICPL approved inspecting body. All qualified welder identity cards must be prepared by the Contractor and submitted to BICPL for approval. The contractor is responsible for hiring skilled welders for the task. The contractor must retain a record of each welder's performance and periodic NDE tests.

DRAWINGS DOCUMENTS AND PROCEDURES:

1. BICPL is responsible for providing the relevant drawings, documents, specifications, and procedures. The contractor is responsible for ensuring that the manufacturing job quality meets the specifications provided.
2. The drawings specified in the preceding paragraphs may be amended, added to, or deleted by BICPL and given to the Contractor while carrying out the order. It is the contractor's responsibility to make sure that all the most recent revisions of the drawings and documentation that BICPL has supplied are used for fabrication, and that any older versions are either destroyed or clearly marked as obsolete.
3. After reviewing the updated, amended, or deleted drawings and documents, the contractor must notify the BICPL-shop In-charge in writing of any consequences, if any, within two business days of receiving the drawings. If no formal correspondence is received within a week after the date of the Drawing and documents' issuing, it will be assumed that the contractor accepts the changes made by BICPL with no consequences for price or delivery.

PRICE ESCALATION:

The rates quoted by the contractor in the Price Schedule shall remain firm till the completion of the work and shall not be subjected to any price escalation on any account whatsoever including any increase in the cost of labor-wages/consumables/rental services. The contractor is to note that their quoted price shall be valid up to March 2025.

STANDARD PENALTY:

The penalty clause will be @ 1% per week of the contract's value and shall be applicable in case the jobs are delayed beyond the engineering days specified in the inquiry document limited to a maximum of up to 10% of the contract value. Additional penalties will be levied in the following cases:

- I. Failure to manpower mobilization
 - II. Failure to resource mobilization with proper certification HSE violation.
 - III. Quality deviations
 - IV. Failure to match daily target / weekly target 0.5% per week
- Security BG / Retention of Rs. 5L from the First bill (without interest)
 - No idleness Charges.
 - Any changes brought about by BICPL input must be settled using the contract rate or the BICPL manpower contract basis. In this scenario, the contractor must acquire prior approval from