

LAYING OF 3LPE COATED CARBON STEEL PIPELINE IN BAREILLY,KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UTTAR PRADESH

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CENTRAL UP GAS LIMITED (CUGL)
KANPUR | INDIA

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CENTRAL U.P. GAS LIMITED
NOTICE INVITING TENDER
(OPEN DOMESTIC COMPETITIVE BIDDING)

Central U.P. Gas Ltd (CUGL) invites bids from eligible bidders, for the Laying of 3 LPE Coated Carbon Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GAs. For details, refer the tender document available on CUGL's & Tractebel Engineering Pvt. Ltd. websites www.cugl.co.in & www.tractebelindia.com

Any revision, clarification, addendum, corrigendum, time extension, etc; to the above tender will be hosted on the website www.cugl.co.in & www.tractebelindia.com only and no separate notification shall be issued in the press. Bidders are requested to visit the website regularly to keep themselves updated.

NIT published in newspaper on 14.05.2021

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CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP

TENDER DOCUMENT NO. P.014714 G11031 R005

(E-TENDER ID: 50456)

(VOLUME I OF II)

1	13.05.2021	Client comments incorporated and issued for procurement	Surbhi Kapoor	Sunil Gupta	Nitish Nandi
0	12.05.2021	Issued for approval	Surbhi Kapoor	Sunil Gupta	Nitish Nandi
Rev	Date	Subject of Revision	Prepared	Checked	Approved

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	INVITATION FOR BIDS	P.014714 G11031 R005
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CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

**LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN
BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE
OF UP**

SECTION - I

INVITATION FOR BIDS (IFB)

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**OPEN DOMESTIC COMPETITIVE BIDDING
INVITATION FOR BIDS
FOR
LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND
JHANSI GA's IN THE STATE OF UP**

TENDER DOCUMENT NO.: P.014714 G11031 R005

1.0 INTRODUCTION

- 1.1 Central UP Gas Ltd. (CUGL), a joint venture between India's two Navratna companies, GAIL (India) Limited and Bharat Petroleum Corporation Limited came into existence on 25th February 2005. CUGL was constituted for developing City Gas Distribution project in the State of UP.
- 1.2 Central UP Gas Ltd. (CUGL), (hereinafter referred as Purchaser), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in the Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. CUGL is in the process of increasing its compression capacity for CNG/PNG distribution in these cities.
- 1.3 TRACTEBEL ENGINEERING pvt. ltd. (Tractebel) has been appointed as the Project Management Consultant (hereinafter referred as Consultant), by CUGL for providing Design, Engineering & PMC services for aforementioned project.

2.0 BRIEF DESCRIPTION OF PROJECT

- 2.1 CUGL intends to extend the CNG facility by increasing the number of CNG stations & upgrading existing CNG stations to ensure uninterrupted supply of natural gas to automobile consumers in Kanpur, Bareilly, Unnao & Jhansi cities in the State of Uttar Pradesh. CUGL is also developing CGD network in Kanpur, Bareilly, Unnao & Jhansi cities to cater the requirement of Domestic, Commercial and Industrial consumers.
- 2.2 Tractebel on behalf of CUGL, invites bids through single stage two envelopes system from eligible bidders for **Laying of 3 LPE Coated Carbon Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the State of UP** as per details furnished in bid document.

3.0 BRIEF SCOPE OF WORK

- 3.1 The Scope of work includes Laying/ Installation, Testing & Commissioning of 3 LPE coated CS pipes as per API 5L Grade X52 PSL-2 underground pipeline along with 125mm dia. MDPE Pipeline at certain pipeline stretches with associated facilities, obtaining permissions from statutory authorities including but not limited to Construction Management, HSE & Quality Management, all related Civil, Electrical, Cathodic Protection, Mechanical and Instrumentation work, Testing, Pre-commissioning, Commissioning and Final documentation and all responsibilities for Contractor attributable work till Defect Liability Period as specified in the Tender document.

Estimated length of pipelines to be executed in each GA is given below:

GA Name	Pipeline Detail	Total Pipeline Length to be executed in all the GAs (in Mtrs.)
Bareilly	6" Pipeline – 6000 Mtrs 4" Pipeline – 15000 Mtrs	6" Pipeline - 13 KM 4" Pipeline - 42 KM
Kanpur & Unnao	6" Pipeline – 5000 Mtrs 4" Pipeline – 12000 Mtrs	
Jhansi	6" Pipeline – 2000 Mtrs 4" Pipeline – 15000 Mtrs	

The quantities mentioned above are tentative and subject to change during actual execution or final survey.

OWNER will Supply 3LPE Coated Steel Line Pipe, MDPE Pipe, MDPE valves and MDPE Fittings as Free issue materials as specified in the tender document from the designated stores of Owner. The Transportation of Free issue materials from Owner stores to work site is in the scope of the Contractor.

- 3.2 Pipe laying work also includes grading, stringing, welding, trenching, joint coating, lowering, crossings, tie-ins, NDT, backfilling, site restoration, hydro testing, dewatering, drying and pre-commissioning activities of pipeline. Commissioning and Gas-in activities are included in the scope of Laying Contractor. Contractor shall be responsible of rectification of the system or part of the system during defect liability period which are attributable to the Contractor without any cost implication to the Owner.
- 3.3 Bidders shall also be responsible for liaisoning of all permissions from respective statutory authorities i.e., PWD, NHAI, Nagar Nigam, Forest/central forest etc. Liaisoning for Permission from Statutory Authorities comprises carry out detail survey and preparing the drawing as per the requirement of statutory authority, applying for permissions, regular follow ups and obtaining the permission. OWNER is responsible only for preparing the letter towards application for permission and submission of demand note raised by statutory authorities.
- 3.4 Any other activity not mentioned herein explicitly in the Tender Document but required for the successful completion of the pipeline system as per Scope of the Work, need to carry out the Contractor without any time and Cost implication to the Owner.
- 3.5 Total three nos. contractor will be selected for work & will be required to work in all the GA as per instructions of CUGL Complete scope of work will be divided into three contractors in the ratio of 50:30:20.
- 3.6 For complete scope of work, all volumes of tender document are to be read.

4.0 CONTRACT PERIOD

- 4.1 The period of Contract shall be two (02) year. The effective date of order will be the date of first notification of award.
- 4.2 Owner will release orders till the last date of contract period and the released orders against the Contract shall continue for the duration of the work as specified at 4.6 below.
- 4.3 Owner can award to Contractor all / any of the activities at the rates as per Schedule of Rates (SOR) as & when required during the validity of Rate Contract.
- 4.4 Engineer-in-charge will give "Letter of Intimation" for executing the work in the GAs as & when requirement arises during the validity of Contract. Contractor shall mobilize Manpower, Machinery & other resources to complete the work.
- 4.5 Owner envisages that there can be more than one work at time, accordingly contractor shall be required to work for all the locations simultaneously and each work shall be dealt exclusively separate so that project(s) schedule can be adhered to and completed on or before the date of completion.
- 4.6 The Completion period for each work shall be as per below table & shall be reckoned from the date of intimation by EIC.

Sl. No	Pipeline Length	Time Schedule
1	Up to 2 Kms	20 Weeks
2	More than 2 Km & up to 5 Kms	24 Weeks
3	More than 5 Kms & up to 10 Kms	28 Weeks

- 4.7 The completion period shall include the time required for preparation for drawings (if required), procurement & supply of materials including their inspection & testing, mobilization at site, construction, laying, fabrication, erection, inspection, testing, rectifications, if any, retesting, pre-commissioning & commissioning to the satisfaction of the Engineer-in-Charge.
- 4.8 A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion period mentioned in 4.6 above.

5.0 BID EVALUATION CRITERIA

- 5.1 **Technical:**

- 5.1.1 The bidder should have satisfactorily executed at least one pipeline contract (i.e. in a single contract) of minimum executed value of 3.54 Crores (inclusive of taxes & duties) involving Installation, Testing and Mechanical Completion of buried hydrocarbon Carbon Steel Pipeline of 4" or above diameter directly for the City Gas Distribution company / Hydrocarbon Industry in last 7 years (in India) reckoned from bid due date.
- 5.2 **Financial**
- 5.2.1 Turnover
- The minimum Annual Turnover achieved by the bidder as per their audited financial statements of any one of the three (03) preceding financial years should be 3.54 Crores.
- 5.2.2 Net Worth
- The net worth of the bidder must be positive as per the audited financial statements for the immediate preceding financial year.
- 5.2.3 Working Capital
- The Working Capital of the bidder, as per their audited financial statements of immediate preceding financial year should be 71.00 Lakhs.
- (If the bidder's working capital is inadequate, the bidder shall supplement this with letter issued by the bidder's bank (As per format F-17 attached in the tender document), having net worth not less than INR 100 Crores confirming the availability of line of credit to cover the inadequacy of working capital required as above.)
- Note: Documents Required
- Bidder shall submit minimum following documents to establish their credentials to meet BEC.
- Purchase Order / Work Order copy
 - Copy of SOR clearly describing the scope of work
 - Certificate from owner (end user) /consultant certifying executed amount against the said PO / WO and duration in which execution took place.
 - Audited Annual Financial Statements for last three years
 - Any other document required for qualification against BEC clauses
- The bidder is required to submit the documentation and proof for above requirements and CUGL may at its discretion make additional checks for the same.
- The bidder is required to submit the documentation and proof for above requirements and CUGL may at its discretion make additional checks for the same.
- 5.3 In case, the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the 3 (three) years immediately prior to that year. Wherever the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 (three) preceding financial years.
- 5.4 Bidder must quote for complete scope of work defined in the bid document for quoted GA. Bid submitted for part scope of work shall be considered as non – responsive and shall be liable for rejection.
- 5.5 It shall be noted that in case bidder fails to submit requisite details/documents, the bid submitted by them shall be liable for rejection.
- CUGL / Tractebel decision shall be final with respect to bidder's qualification based on bid evaluation criteria.
- 5.6 Bidders to ensure that all pages of bid offer should be signed and stamped by the bidder.
- 5.7 Evaluation Methodology
- Bid offers shall be evaluated based on BEC criteria & other techno-commercial terms & conditions mentioned in tender document, for their techno-commercial acceptance and the price bid of all techno-commercially acceptable bidders will be opened in presence of bidders representatives at pre intimated specified date and time. The order shall be awarded to the bidders as defined in bid document.

6.0 BID VALIDITY

6.1 Bid should be valid for four (4) months from the date of scheduled bid submission.

7.0 DETAILS OF BID DOCUMENTS

7.1	Type of Enquiry	e-tender - Open Domestic Competitive Bidding Basis
7.2	Tender Document Number Date of Issue	P.014714 G11031 R005 14.05.2021
7.3	Bid document fee (Non-refundable)	Not Applicable
7.4	Pre bid meeting through Video Conferencing	20.05.2021 at 1500 Hrs.
7.5	Bid submission due date and time on e-tendering portal (https://cugl.abcpocure.com)	31.05.2021 till 1500 Hrs. IST
7.6	Unpriced bid opening date and time on e-tendering portal (https://cugl.abcpocure.com)	31.05.2021 at 1530 Hrs. IST
7.7	Priced bid opening date and time on e-tendering portal (https://cugl.abcpocure.com)	Will be intimated later
7.8	Place of Submission of Original Documents	Sr. Manager (C&P) Central UP Gas Limited, 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur -208024, UP, India. Telephone: +91 512 2582455/ 2585001 Email: kkgupta@cugl.co.in/ sbhatia@cugl.co.in

The entire tender document has been web hosted at <https://cugl.abcpocure.com>, www.cugl.co.in and www.tractebelindia.com websites for the view/ participation of the eligible bidders. Bidder meeting the Bid Evaluation Criteria and intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified.

The bid will be submitted in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 18.1 of ITB.

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 18.2 of ITB

8.0 BID SECURITY

8.1 All bids must be accompanied by a bid security amount of Rs. 14,14,000.00 (Rupees Fourteen Lacs Fourteen Thousand Only)

8.2 Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' [in favour of Central UP Gas Limited, payable at Kanpur] or 'Banker's Cheque' or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

- 8.3 Bidders registered with NSIC or District Industries Center (DIC) as Small/Micro Category Enterprises, are exempted from submission of EMD. The above exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

In addition to the above, bidders can also submit MSME certificate for MSEs (Micro & Small Enterprises) for exemption from submission of EMD in accordance with the MSME Act. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

The documentary evidence/certificate in support of being registered with NSIC/DIC/ MSME, submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm). The certificate should not older than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate.

9.0 PRE-BID MEETING

- 9.1 The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting through VC.
- 9.2 Bidder(s) queries if any, must reach Owner/ Consultant office at least two days prior to pre-bid meeting date.
- 9.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

10.0 ZERO DEVIATION BIDS

- 10.1 This is a ZERO deviation bidding process. Bidder is to ensure compliance of all provisions of the bidding document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

11.0 GENERAL

- 11.1 Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- 11.2 CUGL/ Tractebel will not be responsible for cost incurred in preparation and delivery of bids, regardless of the conduct or outcome of the bidding process.
- 11.3 Bidder should not be under liquidation, court receivership or similar proceedings.
- 11.4 Bidders shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices
- 11.5 Bids sent through Fax/ E-mail/ Computer floppy/ disc/ pen drive etc. shall not be accepted
- 11.6 Bid document is non-transferable.
- 11.7 Bidder shall submit the declaration that it has not been convicted by any court of law in last 5 years reckoned from bid due date.
- 11.8 CUGL/ Tractebel reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 11.9 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information

No extension in the bid due date/ time shall be considered on the account of delay in receipt of any document.

For & On Behalf of Central UP Gas Ltd.

Nitish Nandi

Project Manager

TRACTEBEL Engineering Pvt. Ltd.

Intec House,

37, Institutional Area, Sector 44,

Gurgaon, Haryana-122002.

Tel. No. +91 124 4698500

E-mail: nitish.nandi@tractebel.engie.com,

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CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA's IN THE STATE OF UP

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

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A. INTRODUCTION**1.0 SCOPE OF BID**

- 1.1 The Purchaser/ Owner/ Owner's representative as defined in the General Conditions of Contract (GCC) invites e- bids for **Laying of 3LPE Coated Carbon Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA's in the state of UP** as mentioned in the tender document.
- 1.2 The bidding document specifies the scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 The successful Bidder will be expected to complete the Scope of work within the period stated in Invitation for bids.
- 1.5 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/ tenderer", "bid/ tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2.0 ELIGIBLE BIDDERS

- 2.1 Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
- 2.2 Pursuant to Bid Evaluation Criteria specified in Invitation for Bids (IFB), the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid Evaluation Criteria.
- 2.3 The Bidder shall furnish, as a part of his bid, documents establishing the bidder's eligibility to bid and his qualification to perform the contract if his bid is accepted.
- 2.4 This Invitation for Bids is open to any bidder.
- 2.5 Bidder shall not be affiliated with a firm or entity:
 - i. That has provided consulting services related to the work to the Owner during the preparatory stages of the works or of the project of which the works form a part.
 - ii. That has been hired by the Purchaser as Engineer / Consultant for the contract.
- 2.6 The Bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB Clause 36.0.
- 2.7 The Bidder is not put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.
- 2.8 While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC), bidder's past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Purchaser / Consultant shall be final and binding on the bidder. Bidders who are working with CUGL falls under "Poor" category as per Owner's Performance Evaluation policy shall not be allowed to participate in this tender.
- 2.9 Job executed by a bidder for its own concern cannot be considered as experience for Bid Evaluation Criteria.

3.0 ONE BID PER BIDDER

- 3.1 A Bidder shall submit only one bid. In case a Bidder submits or participates in more than one bid, then, all the bids in which the bidder has participated shall be disqualified.
- 3.2 Alternative bids are not acceptable.

4.0 COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of the bid, and the Purchaser/Consultant will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.0 SITE VISIT

- 5.1 The bidder is advised to visit and examine the site or / locations of Warehouse/storage yard and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.
- 5.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

B. THE BID DOCUMENTS**6.0 CONTENT OF BID DOCUMENTS**

- 6.1 The bid documents webhosted on CUGL and TRACTEBEL websites are as stated below and should be read in conjunction with any addenda/ corrigenda issued in accordance with clause no. 8 of ITB.
- 6.2 Volume I of II - Commercial Section consisting of:
- Section-I: Invitation for Bids (IFB)
 - Section-II: Instructions to Bidders (ITB)
 - Section-III: General Conditions of Contracts (GCC)
 - Section-IV: Special Conditions of Contracts (SCC)
 - Section-V: Forms and Formats
 - Section-VI: Schedule of Rates (SOR)
- Volume II of II – Technical Section (Material Requisition, Documents, Technical specifications, Drawings etc.)
- 6.3 The Bidder is expected to examine all sections of bid document containing instructions, forms and formats, terms, specifications etc. in the bid document. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the Bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

7.0 CLARIFICATION ON BID DOCUMENTS

- 7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on website <https://cugl.abcpurchase.com>, <http://www.tractebelindia.com> and <http://www.cugl.co.in>, before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

8.0 AMENDMENT OF BID DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by issuing addenda and or Corrigendum.
- 8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 6.0 and shall be hosted on the website as mentioned in clause-7.0 above, before bidding due date. All the prospective bidders who have been informed by consultant for webhosting of tender document, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders' query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders' query hosted on the above websites before submitting the bid.
- 8.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner/ Consultant, at its discretion, may extend the deadline for the submission of bids.
- 8.4 All the bidders are advised to visit CUGL & TRACTEBEL's websites from time to time to get updated information/ documents.

C. PREPARATION OF BIDS

9.0 LANGUAGE OF BID

- 9.1 The bid prepared by the Bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by Bidder and the Purchaser shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 9.2 In the event of submission of any document/ certificate issued by the Bidder in a language other than English, English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder along with the bid.

10.0 DOCUMENTS CONSTITUTING THE BID

The bid prepared by the Bidder shall comprise the following documents:

- 10.1 Part-I: Techno-commercial/ Un-priced Bid
 - 10.1.1 Techno-commercial/ Un-priced Bid shall contain the following:
 - 10.1.1.1 Covering letter
 - 10.1.1.2 Bidder's General information as per format F-1.
 - 10.1.1.3 Bid Form as per format F-2.
 - 10.1.1.4 Documents as list of enclosure Format F-3.
 - 10.1.1.5 Copy of SOR (Schedule of Rates) with prices blanked out mentioning "Quoted/Not Quoted" against each item along with other details like rate of taxes and duties, etc. considered.
 - 10.1.1.6 Bid Security in accordance with clause no. 14 of ITB and as per Format F-4.
 - 10.1.1.7 Letter of authority in favor of any one or two (max. three) of Bidder's executives having authority to attend the un-priced and price bid opening as per format F-5.
 - 10.1.1.8 Confirmation of no deviation as per Format F-6.
 - 10.1.1.9 Declaration regarding holiday/banning and liquidation, court receivership as per Format F -7
 - 10.1.1.10 Certificate as per Format F-8 for confirming the Government of India is not party of Agreement.
 - 10.1.1.11 Duly signed and stamped Format F-9 pertaining to Performa for Bank Guarantee for contract performance Guarantee.
 - 10.1.1.12 Agreed Terms & Conditions as per Format F-10

- 10.1.1.13 Undertaking on letterhead as per Format F-12.
- 10.1.1.14 Bidder experience as per Format F-13
- 10.1.1.15 Check List as per Format F-14
- 10.1.1.16 Certificate for Financial capability of the bidder as per Form F-16
- 10.1.1.17 PF details as per Form F-19
- 10.1.1.18 Document establishing the Qualification pursuant to clauses of IFB.
- 10.1.1.19 Any other information/ details required as per Bidding Documents. NOTE: All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

10.2 Part – II: Price Bid

- 10.2.1 Bidder shall submit Schedule of Rates duly filled- in strictly as per format without altering the content of it.

11.0 BID PRICES

- 11.1 The bidder shall quote bid Prices on the appropriate format for “Schedule of Rates” enclosed as part of bidding document.
- 11.2 The bidder shall quote the prices for items in the Schedule of Rate after careful analysis of cost involved for the performance of complete scope of work, scope of supply after considering all parts of the Bidding Document. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost to be incurred for such activity.
- 11.3 Unless stated otherwise in the bidding documents, the Contract shall be for the complete scope of work as described in Bidding Document.
- 11.4 Prices must be filled in format for “Schedule of Rates” enclosed as part of bidding document. If quoted in separate type sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 11.5 All taxes & duties including Custom duty, Works Contract tax, Turnover Tax, (Except Goods & Services Tax (GST) & BOCW tax) and other levies or any other statutory payments payable by the Contractor under the Contract or for any other cause shall be included in the unit rate quoted in “Schedule of Rates”.
- 11.6 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

12.0 BID CURRENCIES

- 12.1 Bidders shall submit bid in Indian Rupees only.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 The bid shall remain valid for acceptance for four (04) months from the bid due date. Bid valid for a shorter period is liable to be rejected being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/ Consultant may request the Bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (sent by fax/ post/ e-mail). A Bidder may refuse the request without forfeiture of his bid security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security (without any additional cost to Owner) for the period of bid validity extension and in accordance with ITB clause 14.0 in all respects.

14.0 BID SECURITY

- 14.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.

- 14.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.
- 14.3 The bid security shall be in the form of Demand Draft/ Banker's Cheque in favour of M/s Central UP Gas Ltd. payable at Kanpur (issued by Indian Nationalized / Scheduled bank) or in the form of an irrevocable Bank Guarantee in favor of Central UP Gas Ltd. as per Format F-4.
- CUGL shall not be liable to any bank charges, commission, or interest on the amount of bid security. In case bid security is in the form of irrevocable Bank Guarantee, the same shall be from any Indian nationalized bank or a scheduled Indian bank, in the form provided in the bid documents.
- 14.4 Any bid not accompanied with bid security in accordance with clause 14.1 and 14.3 as on or before bid due date and time shall be rejected by CUGL as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by CUGL pursuant to clause 13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 33 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 34 of ITB.
- 14.7 The bid security may be forfeited:
- i. If a bidder withdraws its bid during the period of Bid validity.
 - ii. In case of a successful bidder, if the bidder fails:
 - a) to accept the award in accordance with clause 33 of ITB. OR
 - b) to accept the arithmetic corrections pursuant to clause 27 of ITB.

And or

 - c) to furnish the performance guarantee in accordance with Clause 34 of ITB.
 - iii. Fails to accept any other conditions specifically mentioned in tender document.
- 14.8 Bid Security should be in favour of Central UP Gas Limited. Bid Security must indicate the Bid Document number and the item for which the Bidder is quoting. This is essential to have proper correlation at a later date. The Bid Security in the form of Irrevocable Bank Guarantee shall be in the Format F-4, provided in the Bidding Document.
- 14.9 The bid security shall be valid for two (2) months beyond the validity of the bid as specified in Clause no. 13 of ITB i.e. 4 months beyond deadline for bid submission.
- 14.10 Bidders registered with NSIC or District Industries Center (DIC) as Small/Micro Category Enterprises, are exempted from submission of EMD. The above exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

In addition to the above, bidders can also submit MSME certificate for MSEs (Micro & Small Enterprises) for exemption from submission of EMD in accordance with the MSME act. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

The documentary evidence/certificate in support of being registered with NSIC/DIC/ MSME, submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm). The certificate should not older than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate.

Further, Bidders are required to upload the scanned copy of EMD/ Bid Security on e-tender portal within due date & time, the hard copy of same must be received in CUGL office, in a sealed envelope, superscribing the details of Tender Document (i.e., tender number & tender for) within 5 days from the Bid Due Date.

Sr. Manager (C&P)
Central UP Gas Ltd,

UPSIDC Complex 7th Floor,
A-1/4, Lakhanpur, Kanpur,
Uttar Pradesh 208024

Bidders are required to submit the EMD in original by Bid Due Date and Time or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Bid Due Date and Time, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 5 days from the Bid Due Date, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder

15.0 PRE-BID MEETING

- 15.1 The bidder(s) or his designated representatives are invited to attend a pre-bid meeting which will be conducted through VC on the date & time mentioned in IFB.
- 15.2 The purpose of meeting will be to clarify issues related to tender on any matter that may be raised at that stage.
- 15.3 A prospective bidder requiring any clarification of the Bidding Documents may notify CUGL/ Tractebel in writing / e-mail / post at TRACTEBEL 'S mailing address indicated in the Invitation for Bids. It may not be practicable at the meeting to answer queries received late, but queries and responses/ clarifications will be transmitted in accordance with following sub clauses.
- 15.4 Tractebel will respond in writing to any request for clarification of the Bidding documents, which it receives at least 02 (two) working days before the Pre-Bid meeting date. Written copies of CUGL/ Tractebel response (including an explanation of the query but without identifying the source of the query) will be hosted on the websites as mentioned in clause-7.0 of ITB before the bid due date.
- 15.5 Any addendum/ corrigendum/ clarifications to bidders query thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6 and shall be hosted on the websites as defined in clause 6.0 above and will be informed to bidders as per clause-8.2 above.
- 15.6 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder. Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

16.0 FORMAT AND SIGNING OF BID

- 16.1 The Bidder shall prepare an original bid as required in the tender & upload the same in CUGL's e-tendering website.

17.0 ZERO DEVIATION

- 17.1 Bidder to note that this is a ZERO Deviation Bidding Document. Purchaser will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer..
- 17.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder
 - 17.2.1 Firm Price
 - 17.2.2 Earnest money deposit (EMD) / Bid Security
 - 17.2.3 Scope of Work
 - 17.2.4 Specifications
 - 17.2.5 Price Schedule/ Schedule of Rates
 - 17.2.6 Completion Schedule
 - 17.2.7 Period of Validity of bid

- 17.2.8 Price Reduction Schedule
- 17.2.9 Performance Bank Guarantee (PBG) / Security Deposit.
- 17.2.10 Guarantee
- 17.2.11 Arbitration / Resolution of Dispute
- 17.2.12 Force Majeure
- 17.2.13 Applicable Law
- 17.2.14 Payment Terms
- 17.2.15 PF/EPF registration
- 17.2.16 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause will lead to rejection of the bid.

D. SUBMISSION OF BIDS

18.0 SEALING AND MARKING OF BIDS

- 18.1 Please refer clause 44 “GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING”

19.0 DEADLINE FOR SUBMISSION OF BIDS

- 19.1 Bids must be received by the Consultant at the address specified above, not later than the time and date specified in the tender documents.
- 19.2 The OWNER/Consultant may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the OWNER and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20.0 LATE BIDS/UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 20.1 Since bid is to be submitted on line (e-tender portal) therefore bid will not be uploaded after due date & time.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 21.1 The bidder may modify or withdraw its bid before the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time, no modifications whatsoever are allowed in the bid.
- 21.2 No bid shall be modified after the deadline for submission of bids.
- 21.3 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. OPENING AND EVALUATION OF BIDS

22.0 OPENING OF BIDS BY THE OWNER/ CONSULTANT

Un-priced Techno-Commercial Bid Opening

- 22.1 The Bidders' names bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.
- 22.2 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable

the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

23.0 CLARIFICATION OF BIDS

- 23.1 During evaluation of the bids, the OWNER / Consultant may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification shall be sent through e-mail only at e-mail ID mentioned in Form F-1. The response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24.0 EXAMINATION OF BIDS & DETERMINATION OF RESPONSIVENESS

- 24.1 Techno-Commercial Bid Evaluation
- 24.2 The Owner/ Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.3 Prior to the detailed evaluation, the Owner/ Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 24.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened.
- 24.5 The Owner/ Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/ Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 24.6 The Owner/ Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner/ Consultant will examine and compare the technical aspects of the bids on the basis of the information provided/ supplied by the bidders, taking into account the following factors:
- i. Bidder's qualification on meeting Bid Evaluation Criteria (BEC).
 - ii. Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
 - iii. Overall completeness and compliance with the other terms & conditions included in the bid document. The bid that does not meet acceptable standard of completeness, consistency and detail will be rejected as non-responsive,
 - iv. Requisite FORMS containing all necessary information as required in bid document and other documents as per ITB clause no. 10
 - v. Any other relevant factor, if any that the Owner/ Consultant deems necessary or prudent to be taken into consideration.

25.0 PRICE BID OPENING

- 25.1 The Owner/ Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 25.2 The Owner and Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorized bidder's representatives present at the time of priced bid opening on tendering portal. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

- 25.3 The bidder's name, prices, and such other details as the Owner/ Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

26.0 ARITHMETIC CORRECTIONS

The bids will be checked for any arithmetic errors as follows:

- 26.1 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- 26.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.
- 26.3 If the Bidder does not accept the correction of errors, its bid will be rejected, and the bid security will be forfeited.

27.0 EVALUATION AND COMPARISON OF BIDS

- 27.1 The Price Bids of only techno-commercially-acceptable bidders shall be opened and will be considered for evaluation.
- 27.2 The "Schedule of Rates" quoted for the complete scope of work shall be taken up for evaluation, i.e. evaluation & comparison of bids and subsequent award of Contract shall be on lowest overall basis.
- 27.3 In case it is observed that any bidder has not quoted (left blank) for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
- 27.4 If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.
- 27.5 If the estimated price impact of the unquoted (left blank) items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 27.6 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/ supporting document attached to the price bid, break-up of prices etc.
- 27.7 Bidder's status will be arranged in increasing order of their evaluated total price (L-1, L-2, L3, so on).
- 27.8 The lowest evaluated bidder's rates shall be considered as L-1 rates for Award and these rates will be offered to L-2, L3, L4bidders (All techno-commercial qualified bidders.). CUGL shall award the work to 03 number contractor in the ratio of 50:30:20.
- 27.9 It is intended to engage 3 nos. of contractors to work in all the GA as per instruction of CUGL. The requirement of number of contractors shall be based on CUGL's assessment of quantum of work.
- 27.10 In case number of qualified bidders are more than required, then additional contractors will be empaneled and considered for award of contract on need basis.
- 27.11 In case of failure of any contractor to complete the work as per CUGL requirement, CUGL reserves the right to terminate the contract & award the work to other contractor.
- 27.12 In case none of the bidder matches the rates of L-1 bidder, in such case 100% of the work shall be awarded to L-1 bidder at its quoted prices. In case only two bidders are found eligible for award, work will be awarded in the ratio of 60:40.

28.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Not Applicable

29.0 CONTACTING THE OWNER/ CONSULTANT

- 29.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the OWNER/ Consultant on any matter related to the bid, it should do so in writing.

- 29.2 Any effort by a Bidder to influence the OWNER/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

30.0 AWARD OF WORK

- 30.1 It is intended to engage three contractors to work in all the four cities (Bareilly, Kanpur & Unnao & Jhansi GA).
- 30.2 The Owner/Consultant will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive, meets the technical criteria and/or have been determined as a lowest bid on overall basis and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to satisfactorily perform the Contract.
- 30.3 Owner also reserves the right to negotiate the quoted prices before award of work with L1 bidder before offering to other qualified bidders to match the prices.

31.0 OWNER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

- 31.1 The OWNER reserves the right at the time of contract award to increase or decrease the quantity of goods & services originally specified in the Schedule of Rates without any change in unit price or other terms and conditions.

32.0 OWNER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 32.1 The Owner reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject any or all bids in full or part at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders and shall also not be liable for informing any reasons to any bidder/bidders for such rejection of bid/bids. The Owner also reserves the right not to accept lowest rates quoted by the bidder. CUGL's decision in this regard shall be final and binding on all bidders.

33.0 NOTIFICATION OF AWARD

- 33.1 Prior to the expiration of period of bid validity, the Purchaser will notify the successful Bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Letter of Acceptance (LOA) will constitute the formation of the order.
- 33.2 Completion period shall be reckoned from the date of notification of award / Letter of Acceptance (LOA).
- 33.3 Award of Contract/Order will be by issuing Letter of Acceptance (LOA) of the bid. LOA will contain price, completion schedule and other salient terms of the bid and bidding document.
- 33.4 Bidder will be required to confirm receipt of the same by returning, "copy of the LOA duly signed and stamped by the bidder" as a token of acknowledgement to CUGL. On receipt of LOA acknowledgement without any deviation/condition, detail Purchase Order will be issued in quadruplicate. Three copies of the same without any conditions/ deviations will be returned duly signed and stamped by the bidder as a token of acknowledgement to CUGL.

34.0 CONTRACT AGREEMENT

- 34.1 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this bid document together with the annexed documents, modifications, deletions agreed upon by the Owner/Consultant and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and Owner/Consultant based on terms contained in the aforesaid documents and the finally submitted and accepted rates.
- 34.2 The Contract document shall consist of the following: -
- a) Original Bidding Document along with its enclosures issued.
 - b) Amendment / Corrigendum to original Bidding Document issued, if any
 - c) Fax of Intent.

d) Detailed letter of Award/Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.

34.3 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Intent in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).

34.4 In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the Bid Security shall be forfeited, and the acceptance of the tender shall be considered as cancelled.

35.0 PERFORMANCE GUARANTEE

Bidder will provide Performance Guarantee equivalent to 3% of Order Value within 21 days from date of issuance of first notification of award/LOI. The Performance Guarantee shall be in form of either Demand Draft or Banker's cheque or irrevocable Bank Guarantee and shall be in the currency of Contract.

Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Owner may take under the Contract. Owner also reserves the right to debar the bidder in participating in the tenders for similar work for one year.

36.0 CORRUPT OR FRAUDULENT PRACTICES

36.1 The Owner requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Owner defines, for the purpose of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Owner and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

36.2 The Owner will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question.

36.3 Owner will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Owner determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

37.0 WAIVER OR TRANSFER OF THE AGREEMENT

37.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner.

38.0 INCOME TAX LIABILITY

38.1 The Bidder will have to bear all income tax liability, both Corporate as well as for his personnel.

39.0 ORDER OF PRECEDENCE

39.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract, General Conditions of Contract. Where any portion of Special Conditions of Contract and General Conditions of Contract is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract and General Conditions of Contract only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract.

39.2 If any technical requirement mentioned in tender document is at variance with requirement of PNGRB and PESO, PNGRB and PESO requirement over - ride the technical requirements specified in tender document.

40.0 SUBMISSION OF FALSE/ FORGED DOCUMENTS

- 40.1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 40.2 In case, the information / documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false / forged after the award of the contract, Purchaser shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to Purchaser under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- 40.3 In case the issue of submission of false documents comes to the notice after execution of work, CUGL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- 40.4 Further, such bidder shall be put on Banned/Holiday List of CUGL debarring them from future business with Purchaser.

41.0 GST INPUT CREDIT

- 41.1 Bidders shall provide required documents for GST input credit as per GST regulations. In case bidder fails to provide the required documents, the equivalent amount shall be deducted from due payment of bidder.

42.0 CONTRACTOR PERFORMANCE EVALUATION

- 42.1 CUGL shall carry out Performance evaluation of contractors as per their policy. Contractors falls under “Poor” category will be debarred from tendering process for One years or more as per approved policy of CUGL which is available on CUGL website.

43.0 UNSOLICITED POST TENDER MODIFICATIONS

- 43.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Owner/ Consultant. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by CUGL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

44.0 GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

- 44.1 Interested parties may download the tender from CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcpocure.com>) and participate in the tender as per the instructions given therein on or before the due date of the tender. The tender available on the CUGL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://cugl.abcpocure.com>.
- 44.2 For registration on the e-tender site <https://cugl.abcpocure.com>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login into the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator sonu@abcpocure.com, satabdi@abcpocure.com with a copy to info@abcpocure.com for approval. Once approved, bidders can login in to the system as and when required.
- 44.3 As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III(having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying

Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmedabad (Contact no. Tel: +91 79 6120 0580 | 0567 & Mobile: +91 9099090830| 6353217080) for obtaining the digital signature certificate.

- 44.4 Corrigendum/ amendment, if any, shall be notified on the site <https://cugl.abcprocure.com>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
- 44.5 Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
- 44.6 Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
- (a) Vendors are advised to log on to the website (<https://cugl.abcprocure.com>) and arrange to register themselves at the earliest, if not done earlier.
 - (b) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (c) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. In case vendor is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (d) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (e) Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (f) No manual bids/offers along with electronic bids/offers shall be permitted.
- 44.7 No responsibility will be taken by CUGL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date/time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as CUGL officials.
- 44.8 CUGL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- 44.9 In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies/ personnel:

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Kanpur Help desk(M) +919870089747

Contact Numbers: +91 79 6813 6850 | 6861| 6848

(M):+ +91 9374519729

E-mail id: support.cugl@eptl.in | support@abcprocure.com

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455, E-mail:

kkgupta@cugl.co.in/sunil.gupta@tractebel.engie.com/nitish.nandi@tractebel.engie.com

(2) NAME, Designation, Department

Phone: 0512- 2582455, E-mail: sbhatia@cugl.co.in

 Central U.P. Gas Limited	GENERAL CONDITIONS OF CONTRACT	P.014714 G11031 R005
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CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 'Agreement' or 'Contract' means the agreement entered into between the OWNER and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 1.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the OWNER for completion of all obligations of the Contractor under the Agreement.
- 1.4 'Consultant' shall mean M/s Tractebel Engineering Pvt. Ltd., (TE) Having its office at Intec House, 37, Institutional Area, Sector 44, Gurgaon, Haryana – 122002, India. The term consultant includes successors, assigns of M/s Tractebel Engineering Pvt. Ltd.
- 1.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.6 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 1.8 'Engineer' means an authorized representative of the OWNER, if any, to which the OWNER has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the OWNER. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the OWNER, mutatis mutandis.
- 1.9 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.10 'Goods' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the OWNER under the Agreement.
- 1.11 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.12 'Inspector' means any person or outside Agency nominated by OWNER to inspect equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.
- 1.13 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 1.14 'The OWNER/PURCHASER/CUGL mean **CENTRAL UP GAS LIMITED**, an undertaking registered under The Indian Co. Act, 1956 having its Registered & Corporate office at 7TH Floor UPSIDC complex, A-1/4 Lakhanpur Kanpur-208024 and includes its successors and assigns.
- 1.15 'Services' or 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.
- 1.16 'Site' or 'OWNER's stores' means the place or places named in tender document.
- 1.17 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.18 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.19 'Bid' or 'Tender' shall have the same meaning.

**2. INTERPRETATION OF CONTRACT DOCUMENT**

- 2.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 2.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 2.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 2.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

3. CONFIDENTIALITY

- 3.1 The Contractor cannot, without agreement of the OWNER, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the OWNER / Consultant / Engineer/ Inspector.
- 3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by OWNER/ Consultant/ Engineer/ Inspector. The OWNER/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 3.3 However, these obligations do not apply to documents for which it can be demonstrated that
- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
 - Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 3.4 Regarding the application of this clause, the experts appointed by the OWNER/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the OWNER in these matters.
- 3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the Contractor's obligations under the Agreement, if so required by the OWNER.

4. Contract PERFORMANCE BANK GUARANTEE

- 4.1 Within Twenty one (21) days from date of issuance of first notification of award/LOI or LOA/WO as the case may be, the successful bidder shall furnish the performance guarantee equivalent to three (03) percent of Order value (excluding GST) in accordance with tender terms & conditions in the form provided in the Bid documents.
- 4.2 The Contract Performance Bank Guarantee should be kept valid for 90 days beyond the completion of contract performance period of one year from the date of completion of work in all respect. In the event, if contract period is extended, the contractor shall have to extend the validity of the Contract Performance Bank Guarantee suitably to cover the extended period.
- 4.3 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.

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- 4.4 The proceeds of the Contract Performance Bank Guarantee shall be payable to the OWNER as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.
- 4.5 The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in the following form:
- a) A bank guarantee issued by a scheduled / nationalized bank is acceptable to the OWNER, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the OWNER and returned to the Contractor not later than Ninety days (90) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.

- 4.6 The contractor shall submit a written request for release of Contract performance Bank Guarantee, on successful completion of defect liability period.

5. INSPECTIONS AND TESTS

- 5.1 Refer SCC Clause 4.

6. TRANSPORTATION

- 6.1 Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage. Contractor will also be responsible for taking delivery of free issue material from OWNER's store and Transportation to place of work including its coverage for transit insurance.

7. GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

- 7.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from OWNER/ Consultant.
- 7.2 The OWNER shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 7.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the OWNER. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the OWNER for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to OWNER.
- 7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the OWNER may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the OWNER may have against the Contractor under the Agreement.

8. PRICES

- 8.1 Prices charged by the Contractor for Goods delivered and all Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized as per tender document.

9. TAXES, DUTIES, ETC.

- 9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including BOCW tax, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.
- 9.2 Contractor further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or



Sub-Contractor of such laws, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

- 9.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

10. STATUTORY VARIATION

- 10.1 All statutory variations change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be to Contractor's account except for statutory variations in Service Tax, which shall be reimbursed by OWNER against documentary evidence submitted by the Contractor.

11. PAYMENT

- 11.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of OWNER, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective OWNER's Engineer-In-Charge within 30 (thirty days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer clause no. 6 of SCC.
- 11.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.

12. SUB-CONTRACTING

- 12.1 The Contractor shall notify the OWNER in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.
- 12.2 Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors.
- 12.3 For any subcontract, the OWNER is entitled to demand from the Contractor, for approval of the list of sub-contractors, the Contractor intends to involve and of the orders he may entrust to them. Approval by the OWNER cannot give rise to any legal bond between the OWNER and the sub-contractors and leaves full responsibility only to the Contractor.
- 12.4 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the OWNER the full and direct beneficiary of such warranty.

13. DELAYS IN THE CONTRACTOR'S PERFORMANCE

- 13.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the OWNER in the Completion Schedule.
- 13.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:
- 13.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned



by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

- 13.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.
- 13.3 In such events of above sub-clauses:
- 13.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- 13.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.
- 13.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 13.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.
- 13.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.
- 13.7 Except as provided under GCC or for the reasons solely attributable to the OWNER, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.
- 14. CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 13**
- 14.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 13 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the



event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

15. TERMINATION FOR DEFAULT

- 15.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the OWNER reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the OWNER's rights of receiving reparation for the resulting damage.
- 15.2 The OWNER may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.

16. CHANGE IN CONSTITUTION

- 16.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 12 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

17. MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

- 17.1 No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained

18. CONTRACTOR'S OFFICE AT SITE

- 18.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.

19. CONTRACTOR TO INDEMNIFY THE OWNER

- 19.1 The contractor shall indemnify the OWNER and every member, officer and employee of the OWNER, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the OWNER for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The OWNER shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the OWNER indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.
- 19.2 If any action is brought before a Court, Tribunal or any other Authority against the OWNER or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.



- 19.3 If OWNER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the OWNER shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the OWNER to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

20. SAFETY REGULATIONS

- 20.1 In respect of all labour, directly or indirectly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes and abide by all labour laws, fire and statutory regulations and keep the OWNER indemnified in respect thereof.

21. OTHER AGENCIES AT SITE

- 21.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to WORK being executed in the above circumstances

22. LIENS

- 22.1 The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 22.2 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same

23. TERMINATION FOR OWNER'S CONVENIENCE

- 23.1 The OWNER, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the OWNER's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.
- 23.2 The Goods that are complete and ready for shipment/ dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the OWNER on the terms and prices mutually agreed at that time.
- 23.3 For the remaining Goods, the OWNER may elect:
- (a) To have any portion completed and delivered at the Agreement terms and prices and / or
 - (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
 - (c) To pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.

24. PAYMENT IF THE CONTRACT IS TERMINATED

- 24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15 of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.

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- b) Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by OWNER for payment, based on documentary evidence of his having incurred such expenses.

24.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.

- a) Any and all completed works.
- a) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

25. NO WAIVER OF RIGHTS

25.1 Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

26. PLANNING

26.1 Unless otherwise stated in the Agreement, the Contractor shall furnish to OWNER not later than fifteen (15) Days from date of Notification of Award the following:

A bar chart, or similar, including the network of activities if required on account of the complexity of the Agreement, showing the time-scale of the main steps in the carrying out of his obligations, and showing at least :

- The dates at which the Contractor has to supply the information's and documents stipulated by the award,
- The dates at which the main orders for materials and equipment (bought out items) must normally be placed, and the required Completion dates for these,
- The method by which the Goods and /or Services are carried out outside the Site so that the contractual time-limits can be met,

26.2 The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub-contractors.

26.3 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.

27. PROGRESS

27.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause 26 shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the OWNER in principle monthly, the actual physical progress computed by the method referred to in GCC Clause 26.

27.2 The planning is to be updated regularly by the Contractor, and is reviewed when the OWNER so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.

27.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the OWNER will notify this to the Contractor and will demand that Contractor defines, in writing and within fifteen (15) Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the OWNER.

27.4 The OWNER and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

**28. WORK IN MONSOON AND DEWATERING**

- 28.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 28.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

29. WORK ON SUNDAYS AND HOLIDAYS

- 29.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

30. SETTLEMENT OF DISPUTES

- 30.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 30.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out an amicable resolution and settlement.
- 30.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the OWNER or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 30.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of OWNER, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to OWNER in any manner whatsoever.
- 30.5 The Arbitration proceedings shall be held in Uttar Pradesh and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 30.6 It is hereby clarified that the Courts at Uttar Pradesh alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.
- 30.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

31. LIMITATION OF LIABILITY

- 31.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the OWNER, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay PRS to the OWNER and the aggregate liability of the Contractor to the OWNER, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

32. GOVERNING LANGUAGE

- 32.1 The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

**33. APPLICABLE LAW**

- 33.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Uttar Pradesh shall have exclusive jurisdiction.

34. NOTICES

- 34.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

35. Insurance**35.1 GENERAL**

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub-division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance



Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

Workmen Compensation and OWNER's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and OWNER's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

1. Contract No./ Work Order no.
2. Complete scope of work
3. Site/ location details
4. Details of workmen to be insured
5. Validity period of the insurance coverage

iii) TRANSIT INSURANCE

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to OWNER site and or any free issue materials issued by OWNER, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

iv) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the OWNER at its sole discretion with an extended maintenance coverage for the contractor's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

Contractor will be required to take insurance coverage of minimum 1.5 times the order value to cover the cost of free issue material/items issued by the OWNER and the cost of materials being procured by the CONTRACTOR.

The policy shall indicate:

1. Contract No./ Work Order no.
2. Complete scope of work
3. Site/ location details
4. Type of risks covered
5. Validity period of the insurance coverage

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the OWNER at its sole discretion with an extended maintenance coverage for the contractor's liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.



The policy shall indicate complete scope of work, site, location details of work, type of risks covered and validity of the insurance

v) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER

36. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

36.1 CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies within in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

36.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the OWNER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

36.3 The CONTRACTOR shall indemnify and keeps the OWNER harmless of all claims for damages to property other than OWNER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

37. DATE OF COMING INTO EFFECT

37.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SCC.

38. Execution of work

38.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

39. CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

39.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained, and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

40. CARE OF WORKS

40.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost



repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

41. ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS -PRESENT

41.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The OWNER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the OWNER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

41.2 In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

42. OWNER MAY DO PART OF WORK

42.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

43. POSSESSION PRIOR TO COMPLETION

43.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN- CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

44. SUSPENSION OF WORKS

44.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR

44.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT

45. CARE OF WORKS

45.1 Defects prior to taking over:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and



- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

45.2 Defects after taking over:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

46. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 46.1 If during the progress of the WORK, OWNER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, OWNER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

- 46.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

**47. DEFENCE OF SUITS**

- 47.1 If any action is brought before a Court, Tribunal or any other Authority against the OWNER or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

48. DEDUCTIONS FROM THE CONTRACT PRICE

- 48.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims

49. COMPLETION CERTIFICATE

- 49.1 Application for completion certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.0 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

- 49.2 Completion certificate:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the OWNER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

- 49.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 49.2 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.



- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

50. FINAL DECISION AND FINAL CERTIFICATE

- 50.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the OWNER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the OWNER.

51. CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

- 51.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the OWNER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

52. CONTRACTOR'S RESPONSIBILITY

- 52.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.
- 52.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the OWNER. In case of default by the contractor, OWNER will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or OWNER may take suitable action at the risk & cost of Contractor.
- 52.3 **Accommodation/ Transportation/ Conveyance/ Medical:** The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and OWNER shall have no obligation in this respect. The OWNER shall not be responsible for providing any medical assistance to the contractor personnel.
- 52.4 **Discipline:** The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.
- 52.5 **Gate pass/ Identity Card/ Uniform:** The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

53. MODIFICATION IN CONTRACT

- 53.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by OWNER by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.
- 53.2 OWNER shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

**54. RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES**

- 54.1 Nothing contained herein shall restrict OWNER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

55. SUB-LETTING OF CONTRACT

- 55.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organisation by the contractor without written consent of OWNER.

56. EMPLOYMENT LIABILITY OF CONTRACTOR

- 56.1 The Contractor shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and OWNER shall have no responsibility towards them.
- 56.2 The Contractor shall be directly responsible and indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 56.3 The Contractor shall indemnify the OWNER against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 56.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

57. COMPLIANCE OF LAWS

- 57.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 57.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 57.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.
- 57.4 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the OWNER's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of OWNER.
- 57.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 57.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by OWNER for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.
- 57.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's



personnel shall be arranged by the contractor himself. However fire fighting equipments shall be arranged by OWNER.

- 57.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, OWNER has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with OWNER. General third party insurance for CNG Station shall be arranged by OWNER.

58. THE ENGINEER-IN-CHARGE

- 58.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.
- 58.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.
- 58.3 Order the Contractor to remove or replace any workmen whom the OWNER considers incompetent or unsuitable and opinion of the OWNER representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the OWNER.

59. REPATRIATION AND TERMINATION

- 59.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by OWNER immediately.
- 59.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the OWNER for the same.
- 59.3 Also, OWNER will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

60. INDEMNITY

- 60.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the OWNER against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

61. CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

- 61.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.
- 61.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer -in- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the OWNER or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the



Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

61.3 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the OWNER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to OWNER on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

61.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

62. JURISDICTION

62.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at KANPUR for the purposes of disputes, actions and proceedings arising out the CONTRACT, the courts at KANPUR only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

63. FORCE MAJEURE

63.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.

63.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.

63.3 Upon such occurrence, contractor shall immediately inform the OWNER and only in case OWNER decides, contractor shall interrupt the CNG re-fuelling. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per OWNER's approved procedures.

63.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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1.0 DEFINITIONS AND INTERPRETATIONS

In addition to meaning ascribed to certain initial capitalised terms in “GCC”, following initial capitalised terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GCC”, the meaning ascribed to such term hereunder shall prevail.

1.1 Definitions

Bid Documents shall mean documents issued to the bidder pursuant to IFB and listed in ITB Clause 6.0

Effective Date shall mean the date on which Contractor’s obligations will commence and that will be the date of Fax of Intent / 1st notification of award.

2.0 INTERPRETATIONS

2.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.

2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

2.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

3.0 SCOPE OF WORK

3.1 The Scope of work includes Laying/ Installation, Testing & Commissioning of 3 LPE coated CS pipes as per API 5L Grade X52 PSL-2 underground pipeline along with 125mm dia. MDPE Pipeline at certain pipeline stretches with associated facilities, obtaining permissions from statutory authorities including but not limited to Construction Management, HSE & Quality Management, all related Civil, Electrical, Cathodic Protection, Mechanical and Instrumentation work, Testing, Pre-commissioning, Commissioning and Final documentation and all responsibilities for Contractor attributable work till Defect Liability Period as specified in the Tender document.

Estimated length of pipelines to be executed in each GA is given below:

GA Name	Pipeline Detail	Total Pipeline Length to be executed in all the GAs (in Mtrs.)
Bareilly	6” Pipeline – 6000 Mtrs 4” Pipeline – 15000 Mtrs	6” Pipeline - 13 KM 4” Pipeline - 42 KM
Kanpur & Unnao	6” Pipeline – 5000 Mtrs 4” Pipeline – 12000 Mtrs	
Jhansi	6” Pipeline – 2000 Mtrs 4” Pipeline – 15000 Mtrs	

The quantities mentioned above are tentative and subject to change during actual execution or final survey.

OWNER will Supply 3LPE Coated Steel Line Pipe, MDPE Pipe, MDPE valves and MDPE Fittings as Free issue materials as specified in the tender document from the designated stores of Owner. The Transportation of Free issue materials from Owner stores to work site is in the scope of the Contractor.

- 3.2 Pipe laying work also includes grading, stringing, welding, trenching, joint coating, lowering, crossings, tie-ins, NDT, backfilling, site restoration, hydro testing, dewatering, drying and pre-commissioning activities of pipeline. Commissioning and Gas-in activities are included in the scope of Laying Contractor. Contractor shall be responsible of rectification of the system or part of the system during defect liability period which are attributable to the Contractor without any cost implication to the Owner.
- 3.3 Bidders shall also be responsible for liaisoning of all permissions from respective statutory authorities i.e., PWD, NHAI, Nagar Nigam, Forest/central forest etc. Liaisoning for Permission from Statutory Authorities comprises carry out detail survey and preparing the drawing as per the requirement of statutory authority, applying for permissions, regular follow ups and obtaining the permission. OWNER is responsible only for preparing the letter towards application for permission and submission of demand note raised by statutory authorities.
- 3.4 Any other activity not mentioned herein explicitly in the Tender Document but required for the successful completion of the pipeline system as per Scope of the Work, need to carry out the Contractor without any time and Cost implication to the Owner.
- 3.5 Total three nos. contractor will be selected for work & will be required to work in all the GA as per instructions of CUGL. Complete scope of work will be divided into three contractors in the ratio of 50:30:20.
- 3.6 For complete scope of work, all volumes of tender document are to be read.

4.0 INSPECTIONS AND TESTS

- 4.1 During execution of work, the works shall be inspected by the Owner or its authorised representative for acceptance of the same.
- 4.2 For all bought out items, contractor will appoint Third Party Inspection Agency (TPIA) for inspection of materials in line with Indicative QAP provided in tender documents. Charges of TPIA shall be borne by Contractor.
- 4.3 The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications after receipt at site.
- 4.4 If any inspected or tested material fail to conform the specifications, the Owner/ Consultant may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Owner/ Consultant.

5.0 STATUTORY VARIATIONS IN TAXES

- 5.1 The entire work covered under this contract shall be treated as works contract services. Any statutory variation in the Goods & Service tax (GST) & BOCW tax during the contract duration shall be paid as applicable.

6.0 TERMS AND MODE OF PAYMENT

- 6.1 Advance

- 6.1.1 The Owner will not pay any advance.

The Payment terms shall be as follows:

The CONTRACTOR has to raise the RA bill on monthly basis and payment shall be made as per the following terms: -

- 6.1.2 Under Ground Pipelines

- i) 15 % progressively after clearing & grading of ROU, stringing of pipes, field joint welding, radiography & NDT.
- ii) 15 % progressively on completion of trenching by excavation/ blasting & joint coating.
- iii) 15 % progressively on lowering of pipeline in trenches and backfilling with crown.
- iv) 15 % progressively on completion of compaction, dressing, cleanup, restoration, and obtain NOC from Statutory authorities.
- v) 20 % progressively on completion of Hydro testing, dewatering, swabbing & submission of as built drawing/ pneumatic testing (in case of common trench).

vi) 10% on completion of pre-commissioning (Nitrogen purging etc.) commissioning, handing over and submission of final documents.

vii) 10% on completion of material reconciliation and all work in all respects and acceptance thereof by EIC.

Note: This payment terms will be applicable for laying of steel pipeline and or steel pipeline along with MDPE pipeline in common trench.

6.1.3 Above Ground Piping

6.1.3.1 Weld Joints:

i) 90% on alignment, welding, NDT etc. to complete the weld joints.

ii) 10% on completion of all work in all respects and acceptance thereof by Engineer-in-Charge.

6.1.3.2 Erection & Testing:

i) 65% progressively on completion of erection of piping along with supports, vent drains, alignment, hydro testing, dewatering and clean-up to achieve mechanical completion.

ii) 15% on completion of painting, commissioning and submission of "As Built Drawings/ Final documents".

iii) 10% on completion of material reconciliation.

iv) 10% on completion of all work in all respects and acceptance thereof by Engineer-in-Charge.

6.1.4 Civil Works

i) 90% progressively on completion of individual item work on pro-rata basis as certified in monthly progress bill.

ii) 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge.

6.1.5 Liaisoning Work

Payment for the liaisoning work shall be made for the actual length of network laid as follows:

i) 90% payment of length for which permission letter from statutory bodies is obtained and submitted to OWNER and actual laying of pipeline.

ii) 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge.

6.1.6 HDD Work/ Moling

i) 30 % on completion of stringing of pipes, field joint welding, radiography, pre-hydro testing of carrier pipe & field joint coating till the string ready for pulling.

ii) 30 % after completion of pulling of carrier pipe thru HDD and post hydro testing (If required).

iii) 20 % progressively on completion of hydro testing, dewatering, swabbing & submission of as built drawing.

iv) 10% on completion of pre-commissioning (Nitrogen purging etc.), commissioning, handing over and submission of final documents.

v) 10% on completion of material reconciliation and all work in all respects and acceptance thereof by Engineer-in-charge.

6.1.7 For only MDPE Pipe line laying

i) 70% after completion of installation of MDPE pipeline.

ii) 20% on testing & commissioning (gas charging) .

iii) 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge.

6.1.8 OTHER WORKS (NOT COVERED ABOVE)

- i) 90% progressively on completion of individual item work on pro-rata basis as certified in monthly progress bill.
- ii) 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge.

7.0 PAYMENT METHODOLOGY

- 7.1 The contractor shall raise GST regulation complied invoices on monthly basis for works carried out duly certified by Engineer-in-Charge in triplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.
- 7.2 The payment shall be released within 30 days from the date of receipt of invoice, if found to be in order and duly certified by PMC.
- 7.3 Owner will release payment as per SCC cl. No. 6.
- 7.4 The Payment shall be released through RTGS only.

8.0 COMPENSATION FOR IDLE TIME

- 8.1 The Owner shall make every reasonable effort to have free issue materials and right - of - use (ROU) available so as not to delay laying activities. No Idle time claim shall be entertained under any circumstances.

9.0 PRICE REDUCTION SCHEDULE (PRS)

- 9.1 In case contractor fails to complete the work/ services within stipulated period as defined in intimation / orders issued against the contract then unless such failure is due to force majeure as defined in Bid document, there will be reduction in order price @ 0.5% for each week of delay or part thereof subject to maximum of 5% of the order value.
- 9.2 PRS will be deducted order wise.
- 9.3 Owner may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both Owner and contractor agree that the above percentage of price reduction are genuine pre-estimates of the loss/ damage which Owner would have suffered on account of delay/ breach on the part of contractor and the said amount will be payable on demand without there being any proof of the actual loss/ damage caused by such delay/ breach. Owner decision in the matter of applicability of price reduction shall be final and binding.

10.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

- 10.1 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions: -

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.

- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

11.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

- 11.1 The Contractor will strictly adhere to Health Safety and Environment policy as stated in Technical Specifications Vol. II of II of this Bid document and owner's policies provided in the tender document.
- 11.2 All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the Contractor.
- 11.3 Contractor has to ensure the safety of man and machine all the times. Damages to equipments due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.
- 11.4 The contractor shall supply all the protective safety equipments like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.
- 11.5 Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site / in the terminals / installations, is strictly prohibited.
- 11.6 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.
- 11.7 Penalties for violation of HSE shall be imposed as per clause 24 of SCC & Owner's policies.

12.0 PROVIDENT FUND

- 12.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register themselves with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and Owners contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan / receipt for payment made to the RPFC for the preceding months.
- 12.2 In case the RPFC's challan / receipt, as above, is not furnished, Owner shall deduct 5% (Five percent) of the payable amount from Contractor's running bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan /receipt for the period covered by the related running bill.

13.0 POWER AND WATER CONNECTION

- 13.1 The Owner/ Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water connection from relevant authority and will pay its uses charges or arrange the same from the other sources.

14.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

- 14.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including Customs of such equipment etc. as required. In case of Customs of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same.

15.0 CONDITIONS FOR ISSUE OF MATERIALS

- 15.1 Whenever any material is issued by Owner, following conditions in addition to other conditions as specified in the contract shall be applicable.
- 15.2 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.
- 15.3 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 15.4 The contractor shall bear all other cost including lifting, carting from issue points to work. Site/ contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.
- 15.5 No material shall be allowed to be taken outside the owner's store without a gate pass.
- 15.6 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.
- 15.7 All free issue materials shall be issued to contractor against submission of Indemnity Bond (as per Format attached in bid document) for 150% value of free issue materials. **Bidders to consider value of free issue material as 100% of order value.**
- 15.8 In case of any manufacturing defect found in free issue material, same shall be communicated to Engineer-In-Charge in writing within 15 days from the date of issue of such material and return the same at OWNER store within 30 days from the date of issuance.

16.0 BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996

- 16.1 Applicability – the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any 'Building or other construction work' (Building or other construction work means the construction, repairs, maintenance or demolition of or in relation to building , streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc.(refer section 2(d) of the act). It does not include any building and other construction work to which the factory act 1948 and the mines act 1952 is applicable).
- 16.2 Bidder's quoted price shall be exclusive of BOCW Tax. BOCW tax shall be paid extra against documentary proof.

17.0 CONTRACTOR'S OBLIGATION AT SITE

- 17.1 Contractor shall establish site office in the each GA, allotted to them with adequate facilities like three tables, six chairs, telephone, computer with mailing (internet), printer (including consumables), file rack, AC etc. for effective communication and documentation.
- 17.2 In addition to above, contractor shall provide separate space with facilities like two tables, six chairs, two telephones, two computers with mailing (internet), printer with consumables, file racks, AC etc. and one office boy within the site office for OWNER & CONSULTANT for effective monitoring & documentation of the project.
- 17.3 Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe & other free issue materials to and from site.

- 17.4 Contractor shall provide transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, this vehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.
- 17.5 Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with OWNER, other authorities or customers as required, without any undue delay.
- 17.6 Contractors shall provide cell phones to their supervisors for day-to-day communication with OWNER and site representatives of OWNER.
- 17.7 Contractor shall employ a Project Manager / Coordinator on company roll. The Project Manager / Coordinator must have qualification of BE Mech / Diploma in Mech. Engineering with min. 5-8 years of work experience in gas pipeline job. He shall be single point of contact for all the works and must represent company in the review meetings. In addition, contractor shall deploy adequate Manpower for Project Management, Planning, QHSE, QA/QC activities as per instructions of Engineer-in-charge & submit Resume for approval of Engineer-in-charge before start of work.
- 17.8 Owner will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.
- 17.9 Any change in key persons working at site shall be informed to the Owner promptly.
- 17.10 1 No. – Four-wheeler with driver. It shall be well equipped with tools and tackles for attending any emergency complaints and ongoing execution work.
- 17.11 Contractor shall complete all the activities defined in clause no. 17.1 & 17.2 above within 30 days from the date of FOI. On failure to fulfil the requirement, contractor shall be liable for a penalty of Rs. 1000/- per day.

18.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

- 18.1 The contractor shall submit an account for all materials issued by Owner, consumption and physical verification report of remaining materials in the proforma prescribed by the Engineer-in-charge on quarterly basis. On completion of the work, the contractor shall submit "Material Appropriation Statement/ Reconciliation Statement " for all materials issued by the Owner in the proforma prescribed by the Engineer-in-charge.

All coated line pipes as per line pipe specifications enclosed elsewhere in the bidding document, shall be issued on linear measurement basis. All other piping materials shall be issued on numbers basis. All cut pieces pipes measuring in length measuring 2 m to 9 m when returned to Owner's storage points after beveling, shall be considered as serviceable material. All cut pieces of pipes measuring less than 2 m will be treated as wastage/ scrap. All pipes above 9 m will be considered as good pipe.

a) For 3LPE Coated Steel Line Pipes:

For the purpose of accounting of coated line pipes following maximum allowances shall be permitted.

- | | |
|------------------------------------------------------------|-------|
| i) Unaccountable wastage | 0.1% |
| ii) Scrap (all cut pieces of pipes measuring less than 2m) | 0.25% |

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

b) For MDPE Pipes, Fittings & Valves:

For the purpose of accounting of MDPE pipes following maximum allowances shall be permitted.

- | | |
|----------------------------------------------------|----|
| i) Unaccountable wastage | 2% |
| ii) Scrap (pieces of pipes measuring less than 2m) | 2% |
| iii) MDPE Fittings & Valves | 0% |

- 18.2 All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 150% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall

be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment and measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

19.0 COMPLIANCE WITH LAW

Contractor shall abide by all prevailing Laws of India including but not limited to:

- 19.1.1 Apprentices Act.
- 19.1.2 Contract labour (Regulation & Abolition) Act.
- 19.1.3 Employers Liability Act.
- 19.1.4 Environment Protection Act.
- 19.1.5 Factory Act.
- 19.1.6 Industrial Dispute Act.
- 19.1.7 Minimum Wages Act.
- 19.1.8 Payment of Wages Act.
- 19.1.9 Workman Compensation Act.
- 19.1.10 Building and Other Construction Workers (Regulation of Employment and Condition of service) Act, 1996
- 19.1.11 Goods & Service Tax provision
- 19.1.12 Any other Statute, Act, Law as applicable.

20.0 INSURANCE

- 20.1 Contractor shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the Owner as may be necessary and to its full value for all such amounts to protect the works in progress and his personnel from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligation under the Contract.
- 20.2 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price.
- 20.3 Contractor as far as possible shall cover insurance with Indian Insurance Companies.

21.0 STATUTORY APPROVALS

- 21.1 All permissions from respective statutory authorities shall be obtained by the Contractor. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities.
- 21.2 The Contractor shall be responsible for arranging the inspection of the work by the authorities and necessary co-ordination and liaison work. However, Owner will reimburse the statutory fees paid by the contractor at actual on production of documentary evidence.
- 21.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor without additional cost to Owner. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

22.0 SITE CLEANING

- 22.1 Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.
- 22.2 The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge.
- 22.3 No extra payment shall be paid on this account.

23.0 WORKMANSHIP

- 23.1 Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- 23.2 The work executed and material supplied shall be to the satisfaction of Engineer-in-Charge and contract price shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.
- 23.3 The Engineer-in-Charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

24.0 PENALTIES

OWNER shall have right to levy following penalties on the Contractor and deduct applicable amount from the Contractor's Running Bills:

- 24.1 In case proper barricading, along the trench and pits, as per technical specification for Laying of steel Pipeline, is not provided, the work shall be immediately suspended till such time proper barricading, as per the technical specification is provided and penalty will be levied as per SCC clause 24.3.
- 24.2 In case required numbers of safety equipments like Safety Harness belts, helmets, fluorescent jackets etc as per the Technical Specifications and Special conditions of the contract of the tender, could not be provided by the contractor during execution, work shall be suspended and penalty will be levied as per SCC clause 24.3.
- 24.3 Either of the case as in clause 24.1 & 24.2 above shall attract penalty of Rs. 1000.00 per instance. Any subsequent instance shall attract penalty of Rs. 5000.00 per instance with a notice to contractor. Subsequent non-compliance within 5 days shall lead to a deduction of upto 5% from RA bill at the discretion of the EIC and may also lead to black listing of the contractor for future jobs.
- 24.4 In case of complete compliance of HSE norms throughout the contract period the contractor shall be issued a letter of appreciation by the Owner on recommendation by the consultant.
- 24.5 In case the contractor does not mobilise the HDD machine at site and fails to start the work within one week from the intimation received from EIC, OWNER at its sole discretion may get it executed from an alternate agency at the risk and cost of the contractor. Also, an administrative charge @ 15% over and above the actual cost incurred shall also be levied from the contractor's bill.
- 24.6 In case any welding joints is being carried out by personnel other than approved/qualified welder as per the Technical Specifications for laying of steel pipelines, Rs 2000.00 per joint shall be levied and the person supervising the work shall be suspended from OWNER sites. In addition, contractor will cut out the joint & re-weld the same at his own cost as per instruction of Engineer-in-charge.
- 24.7 In case of installation of contractor's supplied material without inspection and prior approval EIC/sited in charge, Rs. 5000/- per instance shall be levied from the running bills.
- 24.8 In case of non-compliance of statutory provisions penalty will be imposed by the owner as detailed below:
- a. Contractor's failure to submit **RPFC/ ESI** challans of previous month along with the bills during the validity of the contract, Owner shall **deduct 5% (Five percent)** of payable amount from the contractor's running bill and retain the same as a deposit. Such retained amount shall be refunded to contractor on production of RPFC challan/ receipt. In case of non-submission of challans for a particular month, a penalty of **Rs. 5000 /- shall be imposed for that particular month.**

- b. Delay of more than 21 days from the date of work order in obtaining / submitting **WC** cover or taken for shorter duration will result into penalty of **Rs. 5000/- per week** or part thereof and maximum upto 30000.
- c. Delay of more than 21 days from the date of work order in obtaining / submitting the required **insurance policies** as specified in the tender document will result into a penalty of **Rs. 5000/- per week** or part thereof maximum up to 30000.
- d. The contractor must obtain **labour licence or suitable undertaking as per the state law** at the start of work for allotted site. Delay of more than 30 days from the date of work order in submitting the labour licence **or suitable undertaking as per the state law** shall attract a penalty of **Rs. 5000/- per week** or part thereof.
- e. Delay of more than 21 days from the date of work order in obtaining / submitting **CPBG of requisite amount as well as timely extension of value and / or time period** shall attract a penalty of **Rs. 5000/- per week**.

25.0 COMPLETION DOCUMENT

- 25.1 Contractor in three sets shall submit the following documents in hard binder, as a part of completion documents:
 - 25.1.1 Copies of the Inspection reports, welding, lowering etc, HDD Profiles, Approved construction drawing, As-built drawing, Pre-testing, final Hydrostatic and other Test reports.
 - 25.1.2 Consumption statements of Coated Steel Line Pipes/ Bare Station Steel Pipes/PE Line Pipes certified by Owner's Site Engineer.
 - 25.1.3 Material Reconciliation.
 - 25.1.4 All other requirements as specified in the respective specifications.
 - 25.1.5 Completion Certificate issued by Owner's Site Engineer.
 - 25.1.6 No claim and No dues certificate by the Contractor.
 - 25.1.7 Recovery statement, if any.
 - 25.1.8 Statement for reconciliation of all the payments and recoveries made in the progress bills.
 - 25.1.9 Copies of deviation statement and order of extension of time, if granted.
 - 25.1.10 Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI challans etc.
 - 25.1.11 Any other contractual documents required on completion.
 - 25.1.12 Soft copy of Pipe Book and alignment drawing, Isometric drawing and other relevant documents.

26.0 TIME LIMIT FOR CLAIMS

- 26.1 Under no circumstances whatsoever, shall the contractor be entitled to any compensation from Owner on any account unless the contractor shall have submitted claim pertaining to the contract in writing to the Engineer-in-Charge within 30 days of cause of such a claim occurring. Contractor shall be deemed to have waived off its rights to claim the same, if the claim is not raised within this period.

27.0 ABNORMALLY HIGH /LOW RATE ITEMS

- 27.1 The bidder is expected to quote rate for each item after careful analysis of cost involved for the performance of the complete item considering all specifications and Conditions of Contract. In case it is noticed that the rate quoted by the bidder of individual items rates are higher or lower by more than 50% of the estimated rates then such items shall be considered abnormally high or low rated items i.e. AHR /ALR items.

Abnormal High Rate (AHR) items

The quantity of high rate items shall be restricted to the SOR quantities Execution of AHR items beyond the SOR quantities shall be made at the least of the following rates:

- A) Average rates of the item of all the qualified bidders
- B) The rate estimated at the time of tendering.
- C) In case the overall quote of the qualified L-1 bidder is less than the overall estimate, then the rate of contractor arrived after applying the same percentage of difference by which his overall quote was lower than the overall estimate.

Abnormal Low Rate (ALR) items

The quantity of abnormality low rate items shall be restricted to the SOR quantities Execution of ALR items beyond the SOR quantities shall be made at the least of the following rates:

- A) Average rates of the item of all the qualified bidders
- B) The rate estimated at the time of tendering.
- C) In case the overall quote of the qualified L-1 bidder is less than the overall estimate, then the estimated rate arrived after applying the same percentage of difference by which his overall quote was lower than the overall estimate.

For item rate tenders if, the rates quoted by the lowest bidder for certain items of the SOR quantities of the tender are found to be abnormally high or low in comparison to OWNER's estimate for the items at the time of tendering in such case "The contractor has to inform the Engineer – in-charge immediately in writing on execution of 70% of the SOR / ordered quantity by them for AHR / ALR items."

28.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

- 28.1 Contractor will place timely orders for all Bought out items complying to tender specifications on Owner's specified/ approved manufacturers so as to receive the material in accordance with the execution of project activities. The orders to be placed by the contractor shall incorporate certain clauses with respect to delivery schedule, guarantee/warranty, inspection requirement etc. The items and quantities shall be in accordance with the work to be executed.
- 28.2 All materials shall be manufactured as per approved Quality Assurance Plan (QAP). Contractor will ensure that all items are manufactured as per tender specifications & inspected by TPIA before dispatches. Contractor will appoint TPIA & their charges will be borne by contractor.
- 28.3 Contractor shall ensure supply of BO items meeting completion schedule.
- 28.4 Contractor shall arrange for proper storage of his material distinctly separate from free-issued material. Contractor shall be required to appraise Owner regarding cover area, lock & key arrangement of its safe custody, resources marked safe and proper receiving, stocking, issuing, maintaining all verifying records on regular basis.
- 28.5 Contract shall invariably submit copies of order placed by them on various agencies for sourcing material and shall ensure submission of invoices, challans/packing lists, LR Copy, material inspection report and guarantee/warranty certificate for each lot of material received at Owner's site.
- 28.6 All material should be covered under warranty for satisfactory performance for maximum period of defect liability of executed work. Any defect noticed during defect liability period shall be promptly attended as faulty material must be contractor's responsibility to take-up the matter with material supplier. Any delay on account of non-availability of ordered material or replacement of faulty material shall not be waived by the reason of material having ordered to and inspected by Owner's recommended agencies. Faulty material must be contractor's responsibility to take-up the matter with material supplier. Any delay on account of non-availability of ordered material or replacement of faulty material shall not be waived by the reason of material having ordered to and inspected by Owner's recommended agencies.
- 28.7 Before award of works order/ starting of work at allotted site, contractor shall provide details of stores and site office established by him for the intended work. Failing which the allocation of work may be deferred by Owner. Also, the contractors shall submit details of tools& tackles under his procession required for execution of the work. Owner shall verify all these aspects before allocating work to the contractor.
- 28.8 The networking work includes Horizontal Directional Drilling (HDD) at various locations by means of HDD machines of appropriate capacities. Contractor advised to apprise himself of all such requirements and confirm

in writing to the owner of having HDD machines with him or having tie-up with some reputed contractor. Any delay during the executing due to non-availability of HDD machine shall not be accepted by Owner.

- 28.9 Contractor will not transfer any free issue as well as his supplied material to any other site/ any other contractor without prior written approval of the Engineer- In-charge.

29.0 GENERAL

- 29.1 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform badges while working on premises of the Purchaser including work sites.
- 29.2 Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

30.0 ADDRESS FOR CORRESPONDENCE

PURCHASER:

Sr. Manager (C&P)
Central UP Gas Ltd.,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur,
Kanpur
Uttar Pradesh 208 024
Telephone : 0512-2582455/ 2585001
Email : kkgupta@cugl.co.in / sbhatia@cugl.co.in

CONSULTANT:

THE PROJECT MANAGER,
Tractebel Engineering Pvt. Ltd.
Intec House,
37, Institutional Area
Sector 44, Gurgaon- 122 002,
Haryana
Telephone : +91 (0124) 471 2260
Email : nitish.nandi@tractebel.engie.com/
sunil.gupta@tractebel.engie.com/
surbhi.kapoor@tractebel.engie.com

**CENTRAL UP GAS LIMITED (CUGL)
CITY GAS DISTRIBUTION PROJECT**

**LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN
BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE
STATE OF UP**

SECTION - V

FORMS AND FORMATS

F-1
BIDDER'S GENERAL INFORMATION

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Whether supplier/ manufacturer / Dealer/ Trader/ Contractor	
5	Number of Years in Operation	
6	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{ If yes, please furnish details }
13	Bid Currency	
14	Banker's Name	

15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	GST No.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-2
BID FORM

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of “_____ including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "four [4] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "_____ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [21] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD*
7. Duly certified document from chartered engineer and or chartered accountant as defined in bid document.

Note: * In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within five days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

FORMAT F-4**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"****(To be stamped in accordance with the Stamp Act)**

Ref.....

Bank Guarantee No.....

Date.....

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024. India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Central UP Gas Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by CUGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 2021 at _____.

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per
Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-14.9".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-4A**PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"****(VOID)**

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhampur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA's in the state of U.P

Irrevocable and confirmed Letter of Credit No. Amount: Rs. Validity
of this Irrevocable: (in India) Letter of Credit (2
months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Central UP Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity, or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to CUGL (India) Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No for (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits International Chamber of Commerce brochure No. 600.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s.
(Applicant)
FOR

Authorized Signature

(Original Bank)

Counter Signature

F-5**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:**Date:**

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[3] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

F-6**"NO DEVIATION" CONFIRMATION**

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-7**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir,

We hereby confirm that we are not on 'Holiday' by CUGL or banned by Government department/ Public Sector on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of CUGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per provision of tender document.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CUGL by us.

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

F-8**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “_____”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

F-9**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"****(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

PERFORMANCE GUARANTEE No.**Dear Sir(s),**

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide LOA /FOA No. _____ dated _____ for Central U.P. Gas Limited, Kanpur

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify CUGL, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Central U.P. Gas Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee

during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 2 working days of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of KANPUR Courts.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

F-10
AGREED TERMS & CONDITIONS

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	SEC----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of intimation..	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 04 months from Final/Extended due date of opening of Techno-commercial Bids.	

12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ CUGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-11**ACKNOWLEDGEMENT CUM CONSENT LETTER**

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in CUGL issued the tender, by filling up the Format)

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:
Date:

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

F-13
BIDDER'S EXPERIENCE (In last 7 years)

To,

Central UP Gas Limited,
 7th floor, UPSIDC complex
 A-1/4, Lakhanpur
 Kanpur-208024
 India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Value of Contract/ Order (<i>Specify</i> Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:
 Date:

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

F-14 **CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Seal & Signature on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court's receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents.		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:
Date:

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

	FORMS AND FORMATS	P.014714 G11031 R005
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(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-15

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Dear Sir,

This is to certify that M/s (name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for CUGL's RFQ/Tender no. dated for (Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of Rs. _____. It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly,

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp

F-16
FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s.....(Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of the Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant:

Name:

Place:

Designation:

Date:

Seal:

Membership no.

UDIN No.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"

F-17
FORMAT OF BIDDER'S QUERIES FOR PRE BID MEETING

To,

Central UP Gas Limited,
 7th floor, UPSIDC complex
 A-1/4, Lakhanpur
 Kanpur-208024
 India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	CUGL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

Date

F-18**CA CERTIFICATE FORMAT FOR MSE****TO WHOMSOEVER IT MAY CONCERN**

This is to Certify that M/s ----- (Company Name) having its registered office at -----
----- (Address) is registered under MSMED Act 2006 . Entrepreneur Memorandum No. (Part-II) -----
----- dated ----- Category: -----(Whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery Rs. ----- (Lakhs)

The above Investment of Rs. ----- Lacs is within permissible limit of Rs. ----- Lacs for ----- (Micro or Small) Category under MSMED Act, 2006. Also, M/s ----- (Company Name) have not exceeded the monetary limit criteria mentioned in the NSIC Certificate.

The above format shall be printed on CA's letter head, filled, signed and stamped by a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law. The certificate should not older than 03 months from the bid due date.

F-19
PF Registration

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhampur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R005 for Laying of 3LPE Carbon Coated Steel Pipeline in Bareilly, Kanpur & Unnao and Jhansi GA in the state of U.P

Dear Sir,

We hereby confirm that the following PF Account is under operation and shall be used for all PF related activities for the labour engaged by us for the Facility (if awarded to us).

PF Registration No:

District & State:

SEAL AND SIGNATURE OF BIDDER


**CENTRAL UP GAS LIMITED (CUGL)
CITY GAS DISTRIBUTION PROJECT**


**LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN
BAREILLY, KANPUR & UNNAO AND JHANSI GA's IN THE
STATE OF UP**


SECTION - VI


SCHEDULE OF RATES


AVAILABLE ON E-TENDER PORTAL
(SUBMIT ONLINE ONLY)

		SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP				TENDER NO. - P.014714 G11031 R005	
Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
1							
	Receiving and taking-over as defined in the specifications, handling, loading, transportation and unloading of Owner supplied 3 - Layer PE coated line pipes from Owner designated stock-yard to Contractor's own stock yards/workshops/work-sites including preliminary activities, preparation of drawings, wherever required for crossings etc. including handling, stacking, stringing on the pipeline Right-of-use / pipeline route alignment, carrying out inspection of company supplied materials including line pipes at the time of taking over, laying / installation of coated line pipe, associated fittings and accessories, including executing all works,						
	"Taking over", handling, including loading and unloading, transportation of Owner supplied materials other than line pipe from Owner's designated place(s) of issue to work site, arrangement of all additional lands required for Contractor's storage, fabrication, access for construction, procurement and supply of all materials (except Owner supplied materials), consumables, equipment, labor and other inputs, carrying out all temporary, ancillary, auxiliary works, ready for commissioning of pipeline as per drawings, Specifications, other provisions of Contract document and instruction of Owner/ Owner's Representative, including but not limited to carrying out the following works:						
	Surveying of Routes & detours required at the time of construction including marking the same in topographical sheet, preparation of AFC drawings showing survey details and submit same to Owner/ Owner's Representative for review.						
	Staking and installation of construction markers, clearing, fencing, grubbing, cutting of trees, fulfilling all the requirements of various statutory / environment authorities to the entire satisfaction of concerned authorities, grading of work area, Shifting of all obstruction within the ROU/ pipeline route alignment viz electrical lines/poles, telephone lines/poles wherever and whenever required, co-ordination with concerned authorities and obtain permissions from these authorities.						
	Trenching to all depths by excavation in all types of soils including soft/hard rock , chiselling or otherwise cutting different types of pavement, footpath, roads etc. as required and storing excavated soil, reusable materials at designated area as directed by Owner/ Owner's Representative and to a width to accommodate the pipeline as per relevant standard/ specifications etc. (The minimum depth of the top of pipeline shall be 1.2 m or more from the finish of the stabilized grade level). Dewater of trenches if required as per site condition. Making trial pits as per instructions of EIC						
	Carrying out repairs of pipe defects/replacement in case of irreparable defects and repairs of defects of pipe coating not attributable to Owner including defects / damages occurring during transportation/handling.						
	Checking, cleaning, aligning, bending, cutting and bevelling (as required) of pipes for welding and field adjustments including pipe fittings, welding, carrying out non-destructive testing of welds as required including 100% radiography and providing all requisite equipment, labour, supervision, materials, films, consumables, all facilities and personnel to process, develop, examine and interpret radiographs and other tests as required, carrying out repairs of welds joints found defective by Owner/ Owner's Representative, carrying out re-radiography and other tests as required on repaired joints. Supply and installation PE warning mat over the pipeline in line with the specification and drawing etc.						
	Carrying out installation of carrier pipe at all crossings like roads/nallas/marshy area (Laying of Concrete Coated Pipes) etc. at designated depths by open cut (except at cased crossings or crossings carried out by HDD method).						
	Carrying out installation of carrier pipe in the casing pipe at cased crossings (excluding installation of casing pipes which is covered separately).						
	Supply & Installation of 10mm thick Neoprene Sheet as per standard drawing at foreign pipeline crossing, Underground EHV power cable (≥ 66 KV) crossing and HT power cable crossing locations.						
	Coating of field weld joints, long radius bends, buried fittings & valves etc. including supply of coating materials duly approved by owner etc as per specification.						
	Counting the number and type of trees cut in presence and in satisfaction of DFO/concerned authorities and keeping record thereof; stacking and handing over of all cut trees.						

		SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP				TENDER NO. - P.014714 G11031 R005	
Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item SL No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
	Installation/ lowering the pipeline in trench to required depth, supply & installation of 1.0 mm thickness HDPE yellow colour warning mat over the pipeline along the complete route, padding around pipeline with suitable approved soil including supply of padding material, backfilling with available/ borrowed earth, approved excavated material and/ or other suitable soil by crowning. Compaction with jumping jack compactor and water at subsequent layers of 150mm or as directed by Owner/ Owner's Representative. All tiles / slabs/ curb stones etc. removed during excavation shall be placed properly. Roads, pavements, footpaths, etc. to be made motorable wherever pipeline is laid.						
	Supply and Installation of slope breakers, bank protection wherever required and as directed by Owner / Owner's Representative.						
	Taking of <i>DGPS</i> coordinate of all field joints , Reference Points <i>with Landmarks</i> & inform to Owner in the approved format. Coordinate shall be taken as per instrument approved by Owner						
	Carrying out air cleaning, pigging(Cleaning Pigs), flushing, cleaning and hydrostatic testing of complete pipeline with quantity of corrosion inhibitor including pre-testing of designated sections complete as per specification and approved by Owner/ Owner's Representative to specified pressures indicated elsewhere and duration after stabilization as per specification, providing all equipment, pumps, fittings, instruments, dead weight tester, pressure recorder, thermocouples etc., and services, supervision, labour, consumables, water including supply of corrosion inhibitor, air, etc. as required, locating of leaks and rectification of defects, re-testing after rectification, dewatering, swabbing, drying after successful completion of hydrotesting of entire section and as approved by Owner/ Owner's Representative.						
	All tie-in, including the tie-ins with adjacent section of the pipeline.						
	Protective coating of 450 micron thick two component epoxy / polyurethane (applied with the help of minimum three coats) including supply of materials duly approved by owner for all piping, Valves, fittings, structural steels etc. for buried installation and inside the valve pit.						
	Final clean - up and restoration of right -of -use and disposal of debris and surplus material to designated disposal areas and re-instating the area to its earlier state and as directed by Owner/ Owner's Representative.						
	Pre-commissioning activities like swabbing, drying of the complete pipeline network and the associated facilities being installed to the specified acceptance criteria as per Owner/Owner's Representative. Commissioning to be carried out as per the Commissioning procedure approved by Owner/Consultant.						
	Maintaining the completed pipelines/ installation for any defect, failures during defect liability period (i.e. 12 months from date of commissioning of Pipeline).						
	Ensuring proper safety as per codes & standard practices during construction, cordoning off the work area, providing warning signs, barricading and proper tools & tackles, Equipping the workers with safety boots, helmets and florescent aprons & barricading as per enclosed drawings. The barricading is to be done throughout along the trench/ welding string. Hard barricading shall be used in city area or in traffic area as per the site location.						
	Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified time schedule at no extra cost to owner. The pipeline laying shall be done as per specification, code & standard & guideline by Owner/ Owner's Representative.						
	Preparation of as-built drawings, pipe-books (1 set of tracing on polyester film and 3 sets of as - built drawings and 1 soft copy and 6 copies of pipe book.) All the works shall be executed in accordance with the provision of contract including carrying out all temporary/ancillary/ auxiliary works required of the performance of the works and all other acts, deeds, matters and things necessary to make the pipeline ready for commissioning activities.						
1.1	Specified NB (inch) x Wall thickness in mm (3LPE Coated Carbon Steel Pipeline Laying by Open Trench Method)						
a)	6" x 6.4 mm - API 5L X 52 (HFW / SMLS)	mtr.		7,128.00			
b)	4" x 6.4 mm - API 5L X 52 (HFW / SMLS)	mtr.		23,830.00			


		SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP				TENDER NO. - P.014714 G11031 R005	
Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
	Note: Note: 1. This item shall be applicable for the pipeline, fittings, accessories, valves etc. between existing / proposed underground tap-off points from existing steel main grid to LJ. for U/G portion. 2. For restoration of asphalt / concrete roads, the item for construction of asphalted top/ concrete top/ red stone etc. shall be paid separately under relevant SOR item for restoration of roads. 3. Supply of Long Radius bends (R = 3 D) is in the Contractor scope, it shall be paid separately under relavant SOR item. 4. Concrete sheathing of carrier pipe shall be paid separately. 5. Contractor shall not perform any pipeline activities along ROU without specified barricading as per Standard Drawing in the Tender Document and other safety measures. 6. all fittings and Valves of size 2"and below are in contractor's scope and covered under this rate only. NO separate payment shall be given for all valves and fittings of size 2"and below.						
2	EXTRA FOR LAYING / INSTALLATION OF PE PIPELINE ALONG WITH CARBON STEEL PIPELINE WITHIN SAME TRENCH (OPEN CUT)						
	Extra for laying MDPE Pipe including trenching to all depths/width by excavation in all types of soils including soft and different type of pavement / footpath / roads etc. including rock breaking, chiselling or otherwise cutting etc. as required and storing excavated soil, reusable materials at designated area as directed by Engineer in charge and to a width/depth to accommodate the pipeline, Carbon Steel & MDPE Pipe (125 mm/ 90 mm, PE-100 Pipe SDR11) as per the relevant drawing/standard/ specification etc. Work involved in laying of MDPE pipeline shall be as follows : " Receiving and taking over " as defined in the specification , handling , loading , transportation and unloading of Owner supplied MDPE pipe, Valves and EF Fittings of 125 mm dia from designated place (s) of issue / dump site (s) to contractor's own stock -yard (s) / work shop (s) / work site (s) including proper storing , stacking , identification , providing security & insurance cover						
	stringing / uncoiling on the pipeline right of use , laying / installation of MDPE line pipe and Owner Supplied associated fittings and accessories i.e. bends , couplers , End caps , Tee , PE reducer etc.						
	Valves saddle tappings , warning mat etc., including executing of all works , arrangement of all additional land required for contractor's storage , fabrication , access for construction , supply of all materials (except Owner supplied materials), consumables , labour and other incidental works and handing over the same surplus materials to the Owner's designated stockyard (s)Uncoiling /stringing of pipes , clamping , jointing of pipe ends /fittings /valves by qualified personnel using approved techniques as per specifications.Lowering the MDPE pipeline in same trench wherein carbon steel pipe has been laid (as per scope given in relevant SOR) and padding done to the thickness as indicated in the specification and enclosed cross sectional drawing , providing required depth/width of padding in trench bed & above and around the pipeline.Installation and electrofusion jointing of valves wherever required and as directed by engineer in charge.						
	Cleaning , flushing , pneumatic testing , purging with nitrogen as per specification and approved procedures providing all tools and tackles , nitrogen , instruments , manpower and related accessories and as per the instructions of the EIC. Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified time schedule at no extra cost to owner. On completion of gas charging of pipelines. Preparation and submission of as built drawings , crossing details , termination , utility graphs. Carrying out all temporary, ancillary, auxiliary works required to make the MDPE pipeline ready for commissioning as per drawings, specifications, scope of work indicated in tender and other provisions of Contract document and instructions of Engineer-in-charge.						
a)	125 mm PE 100 SDR11 pipe	mtr.	6,194.00				
	Notes: - 1. Supply of MDPE Fittings, Valves is in the CUGL Scope. 2. The above specified rates are for laying of MDPE pipe only, Over and above the carbon steel pipeline laying rates of SOR item specified as INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL).						
3	Pipe laying using Directional Drilling technique (with HDPE casing pipe) for MDPE Carrier pipe :						
	Laying of all PE pipe (PE 100 SDR 11), Including supply of HDPE casing pipe (PE 63 PN 4), Couplers, End caps and other accessories etc.						

		SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP				TENDER NO. - P.014714 G11031 R005	
Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
	Survey of U/G utilities, submission of profile for approval, execution of the work as per specification, approved procedure, including excavation of pits and subsequent backfilling compaction, jointing and insertion of carrier pipe in casing pipe, testing & commissioning, restoration of the pits to original condition, submission of As-Built Graph as per specifications and the instruction of Engineer-in-charge.						
a)	125 mm PE100 pipe (in 200 mm dia. HDPE Casing Pipe if HDD length is upto 50mtr and 250mm HDPE Duct of HDD Length is More than 50 mtr)	Mtr	311.00				
4	Pipe laying using Directional Drilling technique (without HDPE casing pipe) for MDPE Carrier pipe :						
	Laying of all PE pipe (PE 100 SDR11), Including supply of Couplers, End caps as required to complete the job.						
	Survey of U/G utilities, submission of profile for approval, execution of the work as per standard procedure attached, including excavation of pits and subsequent backfilling, compaction, jointing and insertion of PE pipe, testing & commissioning, restoration of the pits to original condition, submission of As-Built Graph as per specifications and the instruction of Engineer-in-charge.						
a)	125 mm PE100 SDR11 pipe	mtr.	621.00				
5	EXCAVATION - HARD ROCK						
a)	Excavation of hard rock, wherever hard rock of single piece exceeding 1.5m in any direction and removable only by pneumatic chisel / drill / rock-breaker. The rates are payable over and above the laying rates considered under SOR item specified as INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL).	m³	1,966.00				
6	SOFT SOIL / SAND FILLING (Preferably) - ROCK AREA						
a)	150 mm Pre Padding & 200 mm Post Padding in pipeline trench using Soft Soil/ Sand (preferably) filling as directed by the EIC.	m³	1,145.00				
7	Pipeline laying liaising and getting permissions from the statutory authorities						
a)	Applying permission, follow up and getting permission from the statutory authorities, obtaining work permits/ NOC from various statutory authorities having jurisdiction before execution of the works and complying with all stipulations / conditions / recommendations of the said authorities. Only R.R charges shall be paid by Owner. The work also includes submitting request for (after obtaining the letter from client) permission , follow up , assisting in site inspections / route suevey / site report making/making site inspection drawings , submitting at designated offices , resubmission after correction , modification if required , soft and hard copy in nos. as required /if required in sizes , and collecting permission from the statutory authorities including NHAI , PWD , Railways , Irrigation , Forest , Municipal Corporation etc. Obtaining work permits / NOC from various statutory authorities having jurisdiction before execution of the work and complying with all stipulations /conditions/recommendations of the said authorities. Only statutory fees shall be paid by the owner.	mtr.	55,000.00				
	Note: 1. Payment shall be based on the actual length of pipeline laid. This rate shall be paid seperately & not inclusive Pipeline Laying by any method i.e open trench or trenchless methods						
8	Supply & Installation of Casing pipe for Main Carrier Pipeline						
	Supply & Installation of carbon steel Casing pipe (with coal tar epoxy coating of minimum 300 microns after proper cleaning including supply of coating material, consumables etc.) by augur boring & Jacking method / Moling for crossings in all types of soils and terrain,& all associated works which includes supply of Casing Pipe of material IS-3589, FE-0410/ API 5L Gr. B or equivalent, all other materials, equipments, consumables, manpower, welding of steel casing including visual inspection of all weld joints, pre-installation hydrostatic testing, backfilling and restoration as original of the facilities crossed and performing all works as per drawings, specifications and instructions of Owner/ Owner's Representative and provisions of contract document. Submission of as built drawings.						
a)	12" NB Carbon steel casing pipe (Augur boring & Jacking Method / Moling / HDD) -For 6" Mainline Carrier Pipe	mtr.	300.00				
b)	10 " NB Carbon steel casing pipe (Augur boring & Jacking Method / Moling / HDD) -For 4" Mainline Carrier Pipe	mtr.	550.00				


		SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP				TENDER NO. - P.014714 G11031 R005	
Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
Note:	Note:						
	1. Payment shall be based on the actual length of cased crossings. 2. Casing end seals, casing insulators, vent & drain connections are to be provided by contractor. 3. Above rates for this SOR item is inclusive of all works involved and as specified in INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL). No extra payment shall be made for laying of carrier pipeline.						
9	INSTALLATION OF CARRIER PIPE (CARBON STEEL) BY TRENCHLESS METHOD WITHOUT CASING PIPE						
	Receiving and taking-over as defined in the specifications, handling, loading, transportation and unloading of Owner supplied 3-Layer PE coated line pipes from Owner designated stock-yard to Contractor's own stock yards / workshops / work-sites including preliminary activities, carrying out inspection of owner supplied materials (3-LPE coated line pipe) at the time of taking over and supply of all materials (except 3-LPE coated line pipe) consumables, equipment, labor and other inputs, carrying out all temporary, ancillary, auxiliary works, as per drawings, Specifications, other provisions of Contract document and instruction of Owner/ Owner's Representative, including but not limited to carrying out the following works:						
	a) Site Preparation, welding, radiography, coating field joints with special type heat shrinkable sleeves (DIRAX) pretesting of completed carrier pipe and making the string and welding of entry & exit point of HDD/boring with main pipeline. b) Pre installation hydrotesting including leaks detection and repair of defects and retesting etc. for defects attributed to contractor's faulty work Hydrotesting with mainpipeline and precommissioning activities like swabbing, drying to the specified criteria as per owner/owners representative.						
	c) Purging with nitrogen and Commissioning of complete pipeline network including supply of all equipment, machinery, consumables, tools and tackles, manpower, etc., as per specification, provisions of bid document and instructions of Owner/Owner's Representative. d) Final dossier all notes & calculations as required in the specification. e) Preparation of as-built drawings, pipe-books (1 set of tracing on polyester film and 6 sets of as - built drawings and 1 soft copy and 3 copies of pipe book).						
	Installation of Crossings of carrier pipes by HDD / Moling for Road, Nala and Canal crossings etc. wherever required in all types of soils and terrain including HARD ROCK DRILLING USING DIAMOND CUTTER, pretesting, post testing etc., including laying of HDPE telecom duct in case of HDD & moling alongwith all associated works supply of all other materials, equipments, consumables, manpower, including visual inspection of all weld Joints, backfilling and restoration as original of the facility crossed and performing all works as per drawings, specifications and instructions of Owner/ Owner's Representative and provisions of contract document.						
	Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified time schedule at no extra cost to owner. It shall be done as per specification, code & standard and guideline by Owner/ Owner's Representative						
a)	Installation of 6" NB PE Coated Steel pipe without any casing by HDD	mtr.	4,350.00				
b)	Installation of 6" NB PE Coated Steel pipe without any casing by HDD in Hard Rock Strata using Diamond Cutter	mtr.	400.00				
c)	Installation of 4" NB PE Coated Steel pipe without any casing by HDD	mtr.	13,200.00				
d)	Installation of 4" NB PE Coated Steel pipe without any casing by HDD in Hard Rock Strata using Diamond Cutter	mtr.	2,100.00				
e)	Installation of 6" NB PE Coated Steel pipe without any casing by moling	mtr.	72.00				
f)	Installation of 4" NB PE Coated Steel pipe without any casing by moling	mtr.	220.00				

<div>TRACTEBEL</div> <div>ENGIE</div>		SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP				TENDER NO. - P.014714 G11031 R005	
Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
	Note:						
	Note:						
	1. Payment shall be based on the actual length (Length between tie-in joints) of pipeline laid by HDD / Manual moling. Exact location of tie-in shall be approved by Owner/ Owner's Representative.						
	2. Above specified rates of this SOR for steel pipeline laying is inclusive of carrier pipe string preparation (welding, NDT, pretesting, Coating field joints with special heat shrinkable sleeves (DIRAX), Post Hydrotesting, pre-commissioning etc.).						
	3. The length of HDD/ moling mentioned is tentative and may vary to the considerable extent, depending upon requirements as per site conditions and shall be decided by Engineer-in-Charge.						
	4. Payment for the length of final tie-in carrier pipeline string with mainline laid by HDD/ moling are inclusive in this above item rate. No separate payment shall be made under other clauses mentioned elsewhere.						
	5. This item shall be executed as per specific instruction of Engineer-In-Charge.						
	6. The hard rock items shall be executed as per specific instruction of Engineer-In-Charge only after confirmation of soil / bore log data.						
10	INSTALLATION OF CARRIER PIPE BY HDD METHOD. (Shallow HDD or HDD along the road METHOD OR HDD ALONG THE ROAD WITHOUT CROSSING) IN ALL KIND OF STRATA						
	Execution of road/other crossing by Shallow Horizontal Directional Drilling (HDD) technique including mobilization & de-mobilization at site(s), supply of all materials as per the 'Scope of Supply' and all consumables, equipment, manpower & other resources and arranging the required land for site preparations and execution of, but not limited to, the following works in accordance with the specifications, drawings and as per all provisions of the contract document complete in all respect as per the instructions of the Engineer – in – charge /Site engineer. Taking delivery and transportation of Owner-supplied 3LPE coated pipes to the work site from designated stockpile location, inspection of the coated pipes visually and/or with holiday detector for defects, including arranging all necessary intermediate storage area required thereof till the pipes are installed in permanent position.						
	Complete site preparation including arranging of required land, setting up of fabrication yard, preparation of temporary arrangement for pipeline stringing, launching etc. 'Carrying out repair of pipe defects, replacement in the case of non-repairable defects and repairing damages to pipe coating including defects/ damages occurring during transportation and handling. 'String preparation including repair of pipe and pipe coating defects, welding, non-destructive testing of welds including 100% radiography (by X-ray), supply of films & all equipment and providing all facilities to Owner's representative(s) for examining radiographs, repair of defects in the welds and re-testing etc. 'Carrying out pre-installation hydrostatic testing of the complete pipeline string, as per the specifications, including repair of defects and retesting etc. 'Coating of the field joints of the pipe string to be installed by shallow HDD method with						
	DIRAX heat shrink sleeves of approved make used for HDD crossings. 'Repair of all coating damages in the pipe section to be laid by shallow HDD method by full encirclement sleeves using suitable cut sections of approved quality of heat shrink sleeves of approved make. 'Installation of the pipeline and OFC conduit as a bundle crossing below the Road/ other utility horizontally by shallow HDD operation to the correct profile as per the approved drawings in a pre-reamed hole of appropriate size.						
	Carrying out post-installation coating survey as per approved procedure. 'Restoration, clean-up and disposal of drilling fluid, waste and all other surplus materials etc.'All other works not specifically listed herein, but required as per specifications, drawings, provisions of the contract document, calculations and construction method statement, leading to successful completion of the works.						
a)	Installation of 6" NB PE Coated Steel pipe by Shallow HDD method	mtr	750.00				
b)	Installation of 4" NB PE Coated Steel pipe by Shallow HDD method	mtr	2,100.00				

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Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
	Note: 1. Payment shall be based on the actual length (Length between tie-in joints) of pipeline laid by Shallow HDD. Exact location of tie-in shall be approved by Owner/ Owner's Representative. 2. The length of Shallow HDD mentioned is tentative and may vary to the considerable extent, depending upon requirements as per site conditions and shall be decided by Engineer-in-Charge. 3. Payment for the length of final tie-in carrier pipeline string with mainline laid by Shallow HDD are inclusive in this above item rate. No separate payment shall be made under other clauses mentioned elsewhere. 4. This item shall be executed as per specific instruction of Engineer-In-Charge.						
11	SUPPLY AND INSTALLATION OF ROCK SHIELD						
	Supplying & providing approved type of extruded polyethylene mesh (rock shield) on mainline pipe to protect the coating against rocky soil including supply of all inputs such as labour, materials, consumables etc. necessary to perform and complete the work in all respects in accordance with the specifications, manufacturer's recommendation and instruction of Site Engineer / Eingeineer-In-Charge. Rock shield shall be of minimum thickness as specified in the technical specification, flexible PVC (polyvinyl chloride), strand extruded rock shield pads.						
a)	6" NB	mtr.	925.00				
b)	4" NB	mtr.	5,175.00				
	Note:						
	Note:						
	1. Rock shield pads shall be affixed to pipe utilizing non-metallic bands of filament tape.						
	2. Spacing of non-metallic banding shall not exceed 80 cm on center.						
	3. Rock shield shall completely encircle the pipe with a minimum overlap of 10 cm. Overlap shall be located at the bottom radius (6 o'clock position).						
	4. Back-fill should be "shaded" into the trench during back-fill procedure. Do not dump back-fill directly on protected pipe.						
	5. Follow manufacturers recommendations.						
12	Supply of Ball Valves (4"and 6" BWE and FE both)						
a)	6" BWE Manual (Gear Operated) Ball Valves as per Tender Specification	Nos.	12.00				
b)	4" BWE Manual (Gear Operated) Ball Valves as per Tender Specification	Nos.	42.00				
c)	4" FE Manual (Gear Operated) Ball Valves as per Tender Specification	Nos.	25.00				
13	Installation of SV stations						
	All works for installation of all underground & above ground piping at all elevations and below ground at all depth for Sectionalizing Valve Station as per P & ID and GAD in all type of terrains and soils including "Receiving and taking over" as defined in the specifications, handling, loading, transportation and unloading of all Owner supplied materials i.e. extended stem, butt welded, sectionalizing ball valve, other types of valves, line pipes for mainline from Owner's designated place(s) of issue to work site, Supply of pipes, fittings & valves for piping of size 2" dia & below , supply of all consumables, materials, manpower and carrying out all mechanical works of underground and above ground piping including fabrication, welding, non-destructive testing of welds, weld repairs/ retesting, cleaning/ flushing, pre-hydrotesting & hydrostatic testing, dewatering, functional testing, cutting of mainline and bevelling (if required), tie-in of valve assembly, including radiography of tie-in joints, corrosion, coating and external painting as required.						
	Installation of instruments like pressure/ temperature instruments/ gauges, provision for tubing to the actuator in future, obtaining all statutory clearances, approvals and permissions for the works (wherever required). Excavation in all types of soil including soft / hard / rocky surfaces, providing 200 mm thk PCC for valve base support, backfilling and compaction with approved soil for installation of pipes and fittings, etc including sand padding all around the valves in SV station, pipe supports and fencing would be paid against separate SOR s), painting, finishing, clean-up and restoration of site; preparation of as-built drawings, documents and project records and performing all works as per drawings, specifications, other provisions of Contract document and instructions of Engineer-in-charge.						
13.1	SV STATION WITH VENTS WITHOUT BYPASS LINE AND WITH / WITHOUT FUTURE TAP-OFF. (Refer drawing no. P.Project No. D 20749 M151)						
a)	6" NB	Nos.	7.00				
b)	4" NB	Nos.	17.00				


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Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES . LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
	Note: 1. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor with in the rate quoted. 2. This work is exclusive of all works associated with main pipeline covered under SOR item specified as INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL). 3. All civil / structural works including area fencing and gate, pipe supports, valve chamber shall be paid separately as per unit rate provided elsewhere in the SOR. 4. 4" and above (fittings & flanges etc.), material supply is also in the contractor scope. It shall be be paid separately under Supply item provided elsewhere in the SOR. 5. all fittings and Valves of size 2"and below are in contractor's scope and covered under this rate only. NO separate payment shall be given for all valves and fittings of size 2"and below.						
14	Complete works for Tap-off Points (Not Part of SV Station)						
	Works at Future Connections Complete works of design, engineering, installation of all piping, valves, fittings at all depths inside the pit in all types of terrains and soils including transportation, handling of Owner supplied material from Owner's designated issue point(s) to work site, supply of Contractor's supplied materials to work site(s), all mechanical works including fabrication, welding, non destructive testing of welds, weld repairs/ retesting, cleaning/ flushing, pre-hydrotesting & hydrostatic testing, dewatering, functional testing, cutting of mainline and bevelling (if required), tie-in of valve assembly, including radiography of tie-in joints, corrosion coating and external painting as required. Tape-off valve shall be welded or flanged??						
	All civil works including excavation of pit, piping supports including all PCC and RCC works for pedestals with insert plates as required, construction of valve chamber including with supply of all material and finishing, clean up and restoration of site, filling and grading of area around valve station for avoiding any local flooding of area and as per specification and instructions of Owner/Owner's representative. Preparation of as-built drawings, documents and project records and performing all works as per drawings, specifications, other provisions of Contract document and instructions of Engineer-in-charge.						
a)	6" x 4" or 4"x4" Tap-off Stations.	Nos.	25.00				
	Note: 1. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor with in the rate quoted. 2. This work is exclusive of all works associated with main pipeline covered under SOR item specified as INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL). 3. All civil / structural works including area fencing and gate, pipe supports, valve chamber shall be paid separately as per unit rate provided elsewhere in the SOR. 4. 4" and above (fittings & flanges etc.), material supply is also in the contractor scope. It shall be be paid separately under Supply item provided elsewhere in the SOR. 5. all fittings and Valves of size 2"and below are in contractor scope and cobvered under this rate only. 6. Supply of all materials of sizes 2" and below shall be in contractor's scope without any extra payment.						
15	Installation of Abovegroundd Valves for Connecting CNG, DRS etc.						
a)	4"FE Ball Valves on Aboveground Pipeline. Supply and installation of bolting, nuts, gaskets and checking the proper functioning of the valves. Supply of valves is in Contractor's scope and shall be paid as per the SOR item mentioned elsewhere in the SOR.	Nos.	25.00				
16	PURGING & INERTISATION OF PIPELINE-INCLUDING SUPPLY OF NITROGEN						
	Purging and energisation of pipeline section between the two isolation valves with nitrogen to make the pipeline section free from oxygen including supply of required quantity of nitrogen and all equipment's, tools and tackles, manpower etc. required for the works and as per instruction of engineer in charge. Complete with necessary regulator, hoses, pressure gauge, connections with tools and tackles. Submission of purging plan for approval before actual work and complete assistance for purging. By filling and pressurizing with nitrogen up to a pressure of 2 bar(g).						


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Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
a)	6" NB	mtr.	13,000.00				
b)	4" NB	mtr.	42,000.00				
	Supply & Filling of additional nitrogen through labelled, tested, and certified cylinders of 7cu.m, complete with necessary regulator, hoses, connections with tools and tackles instruction of EIC. Payment shall be made on number of nitrogen cylenders used on actual basis.	Nos.	60.00				
	Note :- Contractor shall be responsible for maintain the pressure up to 2 bar(g) till commissioning. However, Additional nitrogen filling shall be paid as per relevant SOR item maintain the pressure up to 2 barg on actual basis.						
17	Pipeline Fabrication / installation of above ground pipeline (Wherever required at CNG/DRS/MRS stations and consumer ends etc.)						
17.1	Welding of pipes with Pipes/fittings/Valves :-						
	Receiving and taking over of all free issue materials from company's designated place of issue, handling including lifting, transportation from Owners and / or contractors storage point to work site / workshop as applicable for fabrication or / and to work site for field fabrication and erection for all piping items supplied by COMPANY / CONTRACTOR.						
	Fabrication including cutting, edge preparation, inclusive of grinding the edges of pipes, fittings, etc. to match with grinding the edges of pipes, fittings etc. to match with the matching edges of uneven / different thickness wherever required fit - up bending, preheating wherever required, welding etc. pipe fittings like elbows, tees, reducers, weldolets, sockolets, etc. vent and drain point connection etc. including providing stub - in connection, fabricated fittings and reinforcement pads etc. as required. Carrying out Non-destructive testing as per specification & instruction of EIC.						
a)	4" NB	Nos.	150.00				
b)	2" NB	Nos.	750.00				
c)	1.5" NB	Nos.	50.00				
d)	1" NB	Nos.	25.00				
e)	0.75" NB	Nos.	30.00				
	Note: 1. Supply of all materials of sizes 2" and below shall be in contractor's scope without any extra payment. 2. Welding Joints under above SOR item are for Above Ground Piping only (Except Flange). 3. The above SOR item shall be carried out only when instructed by Engineer In charge. 4. These rates shall be applied only when permitted by Engineer In charge. 5. Supply and installation of Assorted pipes of all rating/ thickness types, as required are inclusive under this SOR item, Contractor to quote accordingly. 6. 4" and above (fittings & flanges etc.), material supply are in the contractor scope. It shall be be paid separately under Supply item provided elsewhere in the SOR on actual quantity basis. 7. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor within the rate quoted. These items shall not be separately measured and paid.						
17.2	Welding of pipes with Flanges						
	Receiving and taking over of all free issue materials from company's designated place of issue, handling including lifting, transportation from Owners and / or contractors storage point to work site / workshop as applicable for fabrication or / and to work site for field fabrication and erection for all piping items supplied by COMPANY / CONTRACTOR.						
	Fabrication including cutting, edge preparation, inclusive of grinding the edges of pipes, flanges etc to match with the matching edges of uneven / different thickness, preheating wherever required, welding etc. including supply and fixing of all types of gaskets (including gaskets for RTJ flanges), bolts and nuts for all sizes. Carrying out Non-destructive testing as per specification & instruction of EIC.						
a)	4" NB	Nos.	100.00				

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Owner : Central UP Gas Ltd.							
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Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
b)	2" NB	Nos.	170.00				
c)	1.5" NB	Nos.	15.00				
d)	1" NB	Nos.	15.00				
e)	0.75" NB	Nos.	15.00				
	Note: 1. Supply of all materials of sizes 2" and below shall be in contractor's scope without any extra payment. 2. Welding Joints under above SOR item are for Above Ground Piping only (Except Flange). 3. The above SOR item shall be carried out only when instructed by Engineer In charge. 4. These rates shall be applied only when permitted by Engineer In charge. 5. Supply and installation of Assorted pipes of all rating/ thickness types, as required are inclusive under this SOR item, Contractor to quote accordingly. 6. 4" and above (fittings & flanges etc.), material supply are in the contractor scope. It shall be paid separately under Supply item provided elsewhere in the SOR on actual quantity basis. 7. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor within the rate quoted. These items shall not be separately measured and paid.						
17.3	Erection & Testing:						
	Complete work of erection, painting, testing and making ready for further commissioning / start - up carbon steel piping and fittings of all sizes and ratings including supply & installation of, all fittings like elbow, tees, reducers, swages, weldolet, sockolets, nipples, flanges, blind flanges, spectacle blind flanges, valves, pipes of sizes 2" NB & below and of all ratings including supply of all consumables, equipment, manpower and other resources and execution of but not limited to the following works in accordance with relevant specifications, drawings, scope of work and instruction of Owner/ Owner's Representative and as per all provisions of the contract document.						
	Erection of pipes of all types and thickness over sleepers, overhead on rack and at all elevations, connecting with equipment nozzle, aligning and installation for all types of valves, all online instruments and fittings of all sizes of elbow, reducers, tees, flanges, blind flange, spectacle blind flanges, branch connection / tapping, vents and drains, required for process and hydro testing, tapping for pressure gauges thermowells sample connections, etc.						
	Painting of entire system (including all pipes and accessories) as per specification, including supply of approved paints and primers, preparation of surface and application of primer and paint, identification lettering/numbering, color coding, etc. as specified including rub down & touch up of shop primer or scrapping of shop primer wherever required by COMPANY and providing scaffolding for all heights etc. Cleaning and flushing by water /compressed air, testing of the system including hydrostatic, pneumatic and any other type of testing as specified, draining, drying by compressed air / other methods approved by COMPANY.						
	Cleaning and flushing by water/ compressed air, testing of the system including hydrostatic, pneumatic and any other type of testing as specified, draining, drying by compressed air/ other methods as approved by Owner.						
	Completion of all such work in all respect as per scope of work and as per drawings specifications and instructions of the COMPANY and keeping in the system ready in all respects for further commissioning and start up.						
	Hooking up with other system piping at battery limit.						
	Preparation of isometric, fabrication drgs. Bill of materials as per specifications, drawings and instruction of Owner/Owner's Representative						
	Diameter						
a)	4" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	300.00				
b)	2" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	650.00				
c)	1.5" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	30.00				
d)	1" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	30.00				
e)	0.75" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	15.00				


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Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
	Note: 1.Supply of all materials of sizes 2" and below shall be in contractor's scope without any extra payment. 2. Welding Joints under above SOR item are for Above Ground Piping only (Except Flange). 3. The above SOR item shall be carried out only when instructed by Engineer In charge. 4. These rates shall be applied only when permitted by Engineer In charge. 5. Supply and installation of Assorted pipes of all rating/ thickness types, as required are inclusive under this SOR item, Contractor to quote accordingly. 6. 4" and above (fittings & flanges etc.), material supply are in the contractor scope. It shall be be paid separately under Supply item provided elsewhere in the SOR on actual quantity basis. 7. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor within the rate quoted. These items shall not be separately measured and paid.						
18	Supply & installation of SS pressure gauge (make - as per recommended vendor list) as per data sheet attached in the tender supply of SS pressure gauges as per data sheet and enclosed drawing and installation of pressure gauges and their accessories inclusive of supply of necessary piping materials and tubings along with all necessary valves and fittings, fabrication and installation of impulse lines / manifolds and hydraulic testing and calibration as per installation standard.						
a.	Providing & installation of SS pressure gauge (make - as per recommended vendor list) as per data sheet attached in the tender	Nos.	55.00				
19	Pipe supports & structures						
a)	Supply, fabrication and erection of all types of pipe supports of MS material like clamps , saddle , guide stops , cradles ,turn buckles, anchors , T-posts ; stockade / trestle and pipe bridge for overhead piping; frames for canopy , approach ladders and platforms , crossover , cable tray supports etc. including painting suitable for highly corrosive area as per specification labour and supervision & complete work as per specifications and instruction of Engineer in charge (Bolts , nuts , washers , U - clamps etc. for supporting shall be supplied by the contractor within the rates quoted . These items will not be measured and paid separately) this work is to be complete in all respect as per scope of work.	M. Ton	5.00				
20	Structural works (Fencing & Gate)						
a)	Supply and erection of single leaf mild steel gate 2.5 m high with mesh up to 2m height and barbed wire fencing of 0.5 m height and 2 m wide complete in all respect including painting as per specification on all MS items , all works as per specification and drawings including foundations and RCC.	No.	6.00				
b)	Supply and erection of double leaf mild steel gate 2.5 m high with mesh up to 2m height and barbed wire fencing 0.5 m height and 4 m wide complete in all respect including painting as per TS on all MS items , all works as per specification and drawings including foundations and RCC.	No.	6.00				
c)	Supply of all materials , fabrication and erection of chain link fencing 2.5 m high with mesh up to 2m height and barbed wire fencing complete in all respect including painting as per TS on all MS items , all works as per specification and drawings including foundations and RCC.	RM	30.00				
	NOTE :- Rate include cost of all labor, tools , tackles, equipment , hire charges , supply of all materials such as minimum 43 grade cement including sulphate resistant cement for sub structures , R/F steel, inserts , bolts , conduits , bitumen , other minor construction materials , shuttering, stinging, earthwork in excavation and backfilling using serviceable earth in all conditions , shorting bailing and pumping out water , testing of concrete , curing etc. with all by works and sundry works. Reference Tender drawing No. P. 014714 C 21028 004/005						


<div>TRACTEBEL</div> <div>ENGIE</div>		SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP				TENDER NO. - P.014714 G11031 R005	
Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
21	Permanent Markers						
	Permanent Markers supply, fabrication and installation of all types of permanent markers along the route including all associated civil works such as excavation in all types of soil, construction in all types of soil, construction of pedestals and grouting with concrete, clearing, supply and application of approved color and quality of primer and paint (powder coated), stencil letter cutting for numbers, direction, chainage etc., restoration of area to original condition and performing all works as per drawing, specification and instruction of Owner/Owner's Representative.						
a)	RCC route marker as per approved drawing. Refer Tender Drawing No. P. 014714 C 21028 007	Nos.	770.00				
b)	Pipeline Warning markers/ Direction markers/kilometer marker with Post & foundations as per drawing. It shall be powder coated only & before installation take approval from the EIC. Refer Tender Drawing No. P. 014714 C 21028 007A	Nos.	330.00				
22	Leak / Burst (Attributable to Company)						
	All works for locating major leak / burst (occurred during hydrostatic testing) including necessary repairing / replacing defective pipelength, including cutting and removing out defective pipes, pretesting of replacement pipe and welding into mainline, NDT of welds and re-bevelled area, repair and re-testing of defective welds, coating of welded joints, clean-up, retesting the pipeline including providing all necessary equipment's, labour, materials, consumables and inputs otherthan Owner supplied materials and performing all works as per drawings, specifications enclosed with the Contract and directions of Engineer-in-Charge. Note: 1. This rate is applicable for manufacturing defects in Company supplied material only.						
a)	6" NB	Nos.	3.00				
b)	4" NB	Nos.	3.00				
23	CONTINUOUS CONCRETE COATING (FOR CS PIPES)						
	Supply of all consumables, materials and application of 50 mm thk. continuous concrete weight coating of minimum density 2245 kg/m3 of minimum grade M-20 for below specified Line Pipe size and field joints thereof in all areas of work wherever required as per site condition and performing all works as per specification on the line pipe for following sizes.						
a)	Specified NB 6" x 6.4 mm W.T. x 50 mm Concrete Coating	mtr.	124.00				
b)	Specified NB 4" x 6.4 mm W.T. x 50 mm Concrete Coating	mtr.	150.00				
24	Construction of RCC valve chamber						
	Construction and handing over of RCC Valve Pit of different size (internal dimension) as per technical specification and direction of engineer-in-charge, complete in all respect. Scope of work shall be as per approved drawing. All civil works including supply of all material, excavation of pit, piping & valve supports including all PCC and RCC/ Brick works for valves pit, pedestals with insert plates as required sealing of pipe at valve pits, providing cover/slabs etc and finishing, clean up and restoration of site, filling and grading of area around the valve station to avoid any local flooding of area, as per specification enclosed and instruction of Engineer-in-Charge.						
a)	RCC Chamber Size - 2 m x 1.5 m	Nos.	7.00				
b)	RCC Chamber Size - 2 m x 2 m	Nos.	17.00				
c)	RCC Chamber Size - 1.5 m x 1 m	Nos.	25.00				
25	RESTORATION OF ROADS						
	Restoration of asphalt / concrete / red stone roads / pavement/ paver block including compaction of soil, to original condition as per requirement and to the entire satisfaction of EIC and / or concerned Authority having jurisdiction for following thickness.						
a)	Restoration of Asphalt road up to 15 cm thickness	Sq. meter	300.00				
b)	Restoration of Asphalt road beyond 15 cm up to 20 cm thickness	Sq. meter	70.00				

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Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
c)	Restoration of <i>RCC</i> Concrete road up to 15 cm thickness	Sq. meter	120.00				
d)	Restoration of red stone road / footpath / pavement/Brick Paving up to 4 inch thickness	Sq. meter	90.00				
26	PCC						
a)	Providing and laying PCC (1:2:4) as per technical specifications & instruction of Engineer in charge. (Aggregate size 20 mm down)	m ³	30.00				
b)	Providing and laying PCC (1:4:8) as per technical specifications & instruction of Engineer in charge. (Aggregate size 40 mm down)	m ³	15.00				
27	RCC						
a)	Providing and Laying reinforced cement concrete of grade M -25 with 20 mm and down grade crushed stone aggregate in all types of structures like foundations , pedestals etc. at all depths & heights including excavation scaffolding, shuttering, reinforcement steel (FE 500D), all labour, materials, tools & tackles etc as per the instruction of Engineer in charge.	m ³	15.00				
28	Temporary Cathodic Protection:						
	Design, Detailed Engineering, Survey, Supply, Installation, Testing and commissioning & Monitoring of the temporary cathodic protection [TCP] system using galvanic anodes to protect the external surface of the entire steel grid network from, against soil-side corrosion for minimum 2 year or till commissioning of permanent CP system whichever is later. All work shall be carried out conforming to the Scope of work, Design Basis, Data Sheets, specification, standard and approved vendor list and provisions of GCC, SCC including Technical specifications, OWNER/CONSULTANT approved survey report/design package, including all materials, equipment's, consumables, start up/commissioning spares etc. complete in all respects including transportation, storage of materials at site, manpower, in line with direction of Engineer In-charge.						
28.1	Design & detail engineering of TCP system including design basis , data sheet, standards & specifications based on soil resistivity, Soil Ionic & Microbial Loading, Interfering elements surveys measured from pipeline ROW.	Nos.	3.00				
28.2	Soil Resistivity (At every 1000 meter), Soil Ionic & Microbial Loading (At every 5 Km and wherever Soil variation) and Interfering elements surveys from pipeline ROW.	Km	55.00				
28.3	Supply, installation, Testing & Commissioning of Test lead Points (TLP) including weather proof Test Lead Box as specified in specification with backlite strip, bolt terminals, 4” dia heavy duty pipe at top end to fit the test lead box and base plate welded at the bottom including MS bend for concrete Base, Bend, Cables, pipe to cable connection, Epoxy Encapsulation & Miscellaneous such as connectors, Excavation and backfilling trenches for cable laying & Pin Brazing etc. complete in all respects. The work shall include supply & fixing of a non corrosive name plate containing the details like KM location, identification, TLP No, Direction of flow, connection scheme, type etc., on the side of Top box including the cost of all labour, materials, tools & tackles etc. cables shall be annealed high conductivity, tinned, stranded copper conductor, XLPE insulated, 650/1100 V grade, PVC sheathed or as per specification.						
28.3.1	Type A for Potential Measurement with minimum two cables including 1Cx06 Sq.mm & 1Cx10 Sq.mm armoured Potential measurement cables, pin brazing connection encapsulation kit etc.,	Nos.	11.00				
28.3.2.	Type A1 for Current Measurement with minimum four cables including 1Cx06 Sq.mm & 1Cx10 Sq.mm armoured Potential measurement cables, pin brazing connection encapsulation kit etc.,	Nos.	7.00				
28.3.3	Type B for Galvanic Anode to Pipe Connection with minimum two cables including 1Cx06 Sq.mm & 1Cx10 Sq.mm Potential measurement cable & 1Cx10 Sq.mm armoured galvanic anode connection, pin brazing connection encapsulation kit etc.	Nos.	55.00				
28.3.4	Type C for foreign Pipeline Crossing with minimum four cables including 1Cx06 Sq.mm & 1Cx10 Sq.mm armoured Potential measurement cables & 1Cx25 Sq.mm armoured Bonding Connection, pin brazing connection encapsulation kit etc.,	Nos.	7.00				
28.3.5	Type D for Cased Crossing with minimum four cables including two cables of 1Cx06 Sq.mm Potential measurement cable & two cables of 1Cx10 Sq.mm armoured anode connection, pin brazing connection encapsulation kit etc.,	Nos.	7.00				

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Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item SL No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
28.3.6	Type E for Grounding Cell with minimum four cables including two cables of 1Cx06 Sq.mm armoured Potential measurement cables & two cables of 1Cx25 Sq.mm armoured galvanic anode connection, pin brazing connection encapsulation kit etc.,	Nos.	25.00				
28.3.7	Type H for HT Line Crossing with minimum two cables including 1Cx06 Sq.mm armoured Potential measurement cables & 1Cx25 Sq.mm armoured galvanic anode connection, pin brazing connection encapsulation kit etc.,	Nos.	15.00				
28.4	Supply & Installation of Test station HT Line Crossing with minimum two cables including 1Cx06 Sq.mm armoured Potential measurement cables & 1Cx25 Sq.mm armoured galvanic anode connection, pin brazing connection encapsulation kit etc.,to accommodate 5 KA polarization cell, including terminal plate,lock,connection diagram, plates, cable termination, lugs, etc complete in all respect including labour, tools, tackles, consumables like bolts ,nut, washer etc. as per drawing, specification shall be mounted on existing foundation and direction of Owner .	Nos.	10.00				
28.5	Supply &Installation of 05 KA Polarization cell. It should be utilized in vandal proof areas for passage of induced voltage on the pipeline in the vicinity of AC transmission lines to earth during normal as well as fault conditions. It shall maintain the isolation between Zn anode and pipeline so that CP current shall not be consumed by Zn anode. Polarization cell shall be installed in vandal proof areas in a IP-55 enclosure. Contractor to supply polarization cell with enclosure and necessary material required for making connection arrangement between polarization cell and Zn anode inside enclosure as per requirements of polarization cell manufacturer.	Nos.	10.00				
28.6	Supply &Installation of 25 KA Polarization cell. It should be utilized in vandal proof areas for passage of induced voltage on the pipeline in the vicinity of AC transmission lines to earth during normal as well as fault conditions. It shall maintain the isolation between Zn anode and pipeline so that CP current shall not be consumed by Zn anode. Polarization cell shall be installed in vandal proof areas in a IP-55 enclosure. Contractor to supply polarization cell with enclosure and necessary material required for making connection arrangement between polarization cell and Zn anode inside enclosure as per requirements of polarization cell manufacturer.	Nos.	10.00				
28.7	Supply & Installation of pre-packed Mg Anode (7.6 Kg) with one cable including 1Cx10 Sq.mm Unarmoured cable (with sufficient length) & encapsulation kit for cable connection termination of Anode tail cable in the TLP etc. complete in all respects as per direction of Engineer-In-Charge.	Nos.	55.00				
28.8	Supply & Installation of Surge Diverter for Insulating Joint complete in all respects as per direction of Engineer-In-Charge including the cost of all labor, materials, tools and tackles etc.	Nos.	15.00				
28.9	Supply & Installation of pre-packed Zinc Anode (40 years design life / Min. 22 Kg) for HT Line crossing with one cable including 1Cx25 Sq.mm armoured cable (with sufficient length), encapsulation kit termination of Anode tail cable in the TLP etc.,	Nos.	20.00				
28.10	Supply & Installation of SSD for HT line Crossing as per tender specs/drawings complete in all respects as per direction of Engineer-In-Charge including the cost of all labour, materials, tools and tackles etc.	Nos.	10.00				
28.11	Supply & Installation of Zinc Grounding Cell of 20 Kg each for IJ with two cables including 1Cx25 Sq.mm armoured cable (with sufficient length), encapsulation kit termination of Anode tail cable in the TLP etc.,	Nos.	25.00				
28.12	Supply & Installation of cables – Annealed high conductivity, tinned, stranded copper conductor, XLPE insulated, 650/1100 V grade, PVC sheathed or as per specification and Miscellaneous such as termination, tagging, excavating the trench for cable laying, backfilling, etc., including the cost of all labour, materials, tools and tackles etc.. (This unit rates shall be applicable only for any additional work on existing /for the same system)						
28.12.1	1C x 6 Sq.mm armoured - Potential Measurement & reference cell cable.	M	4,110.00				
28.12.2	1C x 10 Sq.mm unarmoured – Anode Tail Cable.	M	1,375.00				
28.12.3	1C x 10 Sq.mm armoured – Current Measurement	M	1,330.00				
28.12.4	1C x 25 Sq.mm armoured – Bonding / Grounding Cell	M	2,250.00				

<div>TRACTEBEL</div> <div>ENGIE</div>		SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP				TENDER NO. - P.014714 G11031 R005	
Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
28.13	MONITORING OF TEST STATION FOR PSP AFTER COMPLETION OF PIPELINE LAYING & TCP WORKS						
28.13.1	Monitoring of health of installed TCP including measurement of pipe to soil potential (PSP) reading on monthly basis after mechanical completion of pipeline works. The scope of work include collection / measurement of parameters of test stations of PCP and TCP sections and IJ, submission of reports to Owner & PMC as detailed in technical specifications and rectification/repair of defects/abnormalities to keep the system in healthy position complete in all respects as per direction of Engineer-In-Charge.	per month	3.00				
	Notes for TCP items						
	1. Any other material & activities not mentioned/covered above, but otherwise required for satisfactory completion/safety of work as defined in tender has to be supplied / done by contractor within quoted price. No extra payment shall be made.						
	2. The above quantities are tentative and may vary during detailed engineering considerably depending upon site condition, methodology adopted as per site requirement with due approval of Owner / Consultant.						
	3. The quantity may vary during execution stage and payment shall be made based on the work for the actual quantity executed.						
28.14	BORE LOG						
	The soil investigation includes boring, collection of disturbed samples from bore holes and visual engineering classification of soil along the pipeline route and submission of detailed report to Company. Visual classification of soil shall be in accordance with IS-1498; :IS Classification and Identification of Soils for General Engineering Purposes” Geotechnical investigation of soil shall be carried out as per relevant clauses of IS 1892 and other applicable IS standards Except for crossing location as defined below, the boring shall be carried out up to 10 m depth below NGL or 01 m. below the rock bed, if rock is encountered at a depth of less than 10 m. In case of boring at Highways (National/State), River and Railways crossings, the boring shall either terminated at a depth of 15 m below NGL or 01 m. below the rock bed on top of bed rock, if rock is encountered at a depth less than 15 m. Results of soil investigation survey shall be submitted in the form of report covering minimum the followings:	Nos.	30.00				
	Visual engineering classification of soils encountered along the pipeline route in bore log form. Depth of Ground Water Table (GWT) below NGL shall also be mentioned if encountered. Soil profiles along the pipeline route shall also be prepared and attached with the report. Regions along the pipeline route where hard rock is present and special excavation techniques like blasting, etc. needs to be adopted for excavation of pipeline trench shall be clearly indicated in the report. Test shall be carried out at approved laboratory. Summary of results obtained from tests and their interpretation to evaluate soil parameters. Visual engineering classification of soils obtained from bore holes shall be shown in Alignment sheets also whenever preparation of Alignment sheets are in SURVEYOR’S scope of work.”						
29	Supply of major items as per specification enclosed in tender						
	Supply of Long Radius bends (R = 3D), Rating 300 # Supply & fabrication of 3D bends as per PMS, specification requirement, data sheet, manufacturer, testing of fabricated bend & transportation of fabricated bend to site for installation of sizes specified below. All the Fabrication and Testing shall be as per specification. The butt-weld end thickness of the bend shall meet the thickness of connected line pipe as specified below:						
29.1	6" NB, Material : API 5L X 52 / ASTM A 860 WPHY 52, min. thk. 6.4 mm						
a)	15 Degree	Nos.	17.00				
b)	22.5 Degree	Nos.	17.00				
c)	30 Degree	Nos.	17.00				
d)	45 Degree	Nos.	32.00				
e)	60 Degree	Nos.	37.00				
f)	90 Degree	Nos.	17.00				

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Owner : Central UP Gas Ltd.							
Name of Bidder :							
Currency: INR							
Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT		
29.2	4" NB, Material : API 5L X 52 / ASTM A 860 WPHY 52, min. thk. 6.4 mm						
a)	15 Degree	Nos.	75.00				
b)	22.5 Degree	Nos.	90.00				
c)	30 Degree	Nos.	45.00				
d)	45 Degree	Nos.	120.00				
e)	60 Degree	Nos.	30.00				
f)	90 Degree	Nos.	180.00				
29.3	Supply of CS Equal Tee						
a)	6" x 6" , Material : API 5L X 52 / ASTM A 860 WPHY 52, min. thk. 6.4 mm x 6.4 mm	Nos.	11.00				
b)	4" x 4" , Material : API 5L X 52 / ASTM A 860 WPHY 52, min. thk. 6.4 mm x 6.4 mm	Nos.	36.00				
29.4	Supply of CS Reducing Tee						
a)	6" x 4" , Material : API 5L X 52 / ASTM A 860 WPHY 52, min. thk. 6.4 mm x 6.4 mm	Nos.	20.00				
b)	4" x 2" , Material : API 5L X 52 / ASTM A 860 WPHY 52, min. thk. 6.4 mm x 6.4 mm	Nos.	40.00				
29.5	Flanges (WNRF), Rating 300 #						
a)	6" (Material : ASTM A 694 F 52)	Nos.	6.00				
b)	4" (Material : ASTM A 694 F 52)	Nos.	65.00				
29.6	Blind Flanges (RF), Rating 300 #						
a)	6" (Material : ASTM A 694 F 52)	Nos.	3.00				
b)	4" (Material : ASTM A 694 F 52)	Nos.	55.00				
29.7	Insulating Joints as per tender specs, Rating 300 #						
a)	6"	Nos.	3.00				
b)	4"	Nos.	29.00				
29.8	Supply of CS Reducers						
	6"x4" (A 234 Gr. WPB (Charpy), BW)	Nos.	5.00				
29.9	Supply of End Caps As per Tender Specifications and PMS						
	6"(A 234 Gr. WPB (Charpy), BW)	Nos.	3.00				
	4"(A 234 Gr. WPB (Charpy), BW)	Nos.	20.00				
30	Supply & Installation of TATA Blue Sheet						
	Supply of all material, including erection and installation of TATA Blue Sheet (0.4 to 0.5 mm thick) for Shed, as per specification enclosed and instruction of Engineer-in-Charge.	Sq. M	150.00				
31	Installation of DRS/MRS/FRS						
	Receiving, handling, loading, transportation and unloading of owner supplied DRS/MRS/ Metering Skid/FRS from Owner's designated stock yards to Contractor's own stock-yards/ work-sites. Proper storing, stacking, identification, providing security and insurance cover for the materials. Supply of cover box for service regulator is in the scope of contractor. Installations of DRS/MRS/ Metering Skid with all associated work at foundation. Payment towards civil foundation work & structural work for gate and fencing shall be payable as per relevant SOR items.						
a)	Installation of DRS	Nos.	6.00				
b)	Installation of MRS	Nos.	3.00				
32	Shut down job						
	This SOR item includes Erection & commissioning of new pipeline (Steel), Cold cutting of Pipeline after venting and purging, hook up joints with existing pipeline including all tools, tackles, labour consumable etc.All efforts shall be made by the contractor to mobilize the cold cutting machine while performing the shutdown activities. All operations and any other things associated with the cold cutting machine will be in scope of the contractor only.	LS	25.00				
	Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified time schedule at no extra cost to owner. The pipeline laying shall be done as per specification, code & standard & guideline by Owner/ Owner's Representative						

	<p style="text-align: center;">SCHEDULE OF RATES FOR LAYING OF 3 LPE COATED CARBON STEEL PIPELINE IN BAREILLY, KANPUR & UNNAO AND JHANSI GA IN THE STATE OF UP</p>	<p style="text-align: center;">TENDER NO. - P.014714 G11031 R005</p>
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Owner : Central UP Gas Ltd.

Name of Bidder :

Currency: INR

Item Sl. No.	Description	Unit	Quantities	UNIT RATE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES INCLUDING DUTIES , LEVIES,FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS BUT EXCLUDING GOODS & SERVICE TAX (GST) AND BOCW TAX AS DEFINED IN BID DOCUMENT
A	TOTAL PRICE EXCLUSIVE OF GST & BOCW TAX				
B	BOCW Tax @ 1% on A				
C	GST @ 18% on A +B				
D	TOTAL PRICE INCLUSIVE OF GST & BOCW TAX				

Notes

1	The SOR items would be operable as per job requirement.
2	The general activities related to laying of Coated CS Pipelines & MDPE Laying shall be as defined in tender document.
3	The scope as mentioned in the above SOR is of indicative nature only and shall include all activities as detailed in the relevant clauses of the specifications.
4	Any other material & activities not mentioned/covered above but otherwise required for satisfactory completion /safety of work as defined in tender has to be supplied / done by contractor within specified schedule at no extra cost to owner.
5	Prices quoted in column 4 shall be all inclusive of all taxes / duties (except BOCW Tax & GST). BOCW Tax & GST shall be paid extra against documentary proof.
6	The above quantities are tentative and may vary considerably depending upon site condition, methodology adopted as per site requirement with due approval of Owner / Consultant.
7	The SOR shall be read along with the relevant clauses of Laying of CS Pipelines & MDPE Pipeline provided in the tender document.

At the helm of the Energy Transition, Tractebel provides a full range of engineering and advisory services throughout the life cycle of its clients' projects, including design and project management. As one of the world's leading engineering and advisory companies and with more than 150 years of experience, it's our mission to actively shape the world of tomorrow. With about 5,000 experts and presence in more than 70 countries, we are able to offer our customers multidisciplinary solutions in energy, water and urban.

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