



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

**COMMERCIAL TENDER  
FOR  
HIRING OF ADDITIONAL CONTRACTORS  
FOR CONNECTING PNG DOMESTIC  
CONNECTION IN KANPUR (INCLUDING  
UNNAO) & BAREILLY**

**BID DOCUMENT NO.: CUGL/C&P/TEN2021/20,219,042**

**THROUGH E-TENDER**

**COMMERCIAL TENDER (VOLUME I OF II)**

**LIMITED DOMESTIC COMPETITIVE BIDDING**

**Table of Contents**

<b>1.</b>	<b>Section-I</b>	<b>:</b>	<b>Invitation for Bids (IFB)</b>
<b>2.</b>	<b>Section-II</b>	<b>:</b>	<b>Instructions to Bidders (ITB)</b>
<b>3.</b>	<b>Section-III</b>	<b>:</b>	<b>General Conditions of Contract (GCC – Works)</b>
<b>4.</b>	<b>Section-IV</b>	<b>:</b>	<b>Special Conditions of Contract (SCC)</b>
<b>5.</b>	<b>Section-V</b>	<b>:</b>	<b>Forms and Formats</b>
<b>6.</b>	<b>Section – VI</b>	<b>:</b>	<b>Schedule of Rates &amp; Price Schedule</b>



## **CENTRAL UP GAS LIMITED (CUGL)**

## **CITY GAS DISTRIBUTION PROJECT**

### **HIRING OF ADDITIONAL CONTRACTORS FOR CONNECTING PNG DOMESTIC CONNECTION IN KANPUR (INCLUDING UNNAO) & BAREILLY**

#### **SECTION-I**

#### **INVITATION FOR BIDS (IFB)**

**BID DOCUMENT NO: CUGL/C&P/TEN2021/20,219,042**

### **LIMITED DOMESTIC COMPETITIVE BIDDING**

**सेन्ट्रल यू.पी. गैस लिमिटेड**  
(गैल (इंडिया) लिमिटेड एवं भारत पेट्रोलियम का संयुक्त उद्यम)



**Central U.P. Gas Limited**  
(A Joint Venture of GAIL (India) Limited and BPCL)

**INVITATION FOR BID (IFB)**

Bid Document No. : CUGL/C&P/TEN2021/20,219,042  
To,

Date : 26/02/2021

Contact No. :

Kind Attn :

Dear Sir,

Central UP Gas Limited (CUGL), a Joint Venture company between GAIL & BPCL, as part of its service to provide clean fuel to Kanpur & Bareilly city is currently executing City Gas Distribution Project to supply Natural Gas to Industrial, Commercial and Domestic consumers and CNG for Vehicles.

- |                            |   |
|----------------------------|---|
| 1.0 Project                | : City Gas Distribution   |
| 2.0 Name of Work           | : Hiring of Additional Contractors for Connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly. |
| 3.0 Scope of Work          | : As per Tender Document  |
| 4.0 Time Schedule          | : As per Tender Document  |
| 5.0 Bid Validity           | : 120 days from the bid due date  |
| 6.0 Bid Security / EMD     | : Rs. 60,000/-  |
| 7.0 Pre-Bid Meeting        | : 06/03/2021; 12:30 Hrs. IST  |
| 8.0 Bid due Date with Time | : 16/03/2021 up to 15:00 Hrs. IST   |
| 9.0 Designated Place       | : CENTRAL U.P. GAS LIMITED,<br>Regd. Off. 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur,<br>Kanpur-208024 India     |
| 10.0 Type of bid           | : Two Bid System  |
| 11.0 Basic of Evaluation   | : Package Basis   |

Bidders to quote for complete items as per SOR. Please note that Owner intends to evaluate and finalize this tender on Package Basis. Failure to quote for any of the items listed to rejection of bid.

CUGL has the right to award the job either in part or full.

For & on behalf of  
Central U.P. Gas Limited

Sr. Manager C&P

रजिस्टर्ड ऑफिस : सातवाँ तल, यूपीएसआईडीसी कॉम्प्लेक्स, ए-1/4, लखनपुर, कानपुर - 208 024 उ.प्र. • दूरभाष : 0512-2585001, 2583462 • फैक्स : 2582453 • वेबसाइट : www.cugl.co.in

Registered Office : 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur- 208024, U.P. • Tel.: 0512-2585001, 2583462 • Fax : 2582453 • Website : www.cugl.co.in  
CIN No. : U40200UP2005PLC029538

An ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 Certified Organisation



TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	BRIEF DESCRIPTION OF PROJECT.....	3
3.0	BRIEF SCOPE OF WORK .....	3
4.0	COMPLETION PERIOD .....	4
5.0	BID EVALUATION CRITERIA.....	4
6.0	BID VALIDITY.....	5
7.0	DETAILS OF BID DOCUMENTS .....	5
8.0	BID SECURITY .....	6
9.0	PRE-BID MEETING .....	6
10.0	ZERO DEVIATION BIDS.....	7
11.0	GENERAL .....	7

**DOMESTIC COMPETITIVE BIDDING  
INVITATION FOR BIDS  
FOR**

**HIRING OF ADDITIONAL CONTRACTORS FOR CONNECTING PNG DOMESTIC CONNECTION IN KANPUR  
(INCLUDING UNNAO) & BAREILLY**

**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 Kanpur, Unnao, Bareilly and Jhansi cities of UP.
- 1.2 Central UP Gas Ltd. (CUGL), (hereinafter referred as Owner), is planning to augment the City Gas Distribution Network in Kanpur, Unnao, Bareilly and Jhansi cities & develop City Gas Distribution Network in mentioned cities for serving consumers of various sectors namely domestic, commercial, industrial & automotive.

**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, Unnao & Bareilly city. CUGL is also developing CGD network in these cities to cater the requirement of Domestic, Commercial and Industrial consumers.

**3.0 BRIEF SCOPE OF WORK**

- 3.1 Scope includes Registration for PNG connection, Laying of MDPE Network and GI/Copper Installation, Restoration of excavated works as per the specifications and other details given in tender document. Free issue materials will be issued to contractors from CUGL's stores as mentioned in bid document.
- 3.2 Bidders shall be responsible for registration from probable customers for PNG connections as per CUGL's plan in all the mentioned cities as per instruction of CUGL.
- 3.3 Bidders shall be responsible for restoration of the excavated work and obtaining of "N.O.C" from land owning authorities as per instruction of CUGL and after completion of the restoration to their satisfaction and getting released the security deposit / bank guarantees submitted by CUGL for obtaining permissions on production of documentary evidence.
- 3.4 Bidders shall also be responsible for liaisoning of all permissions from respective statutory authorities for laying of MDPE pipes. Bidder shall be responsible to 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. CUGL will be responsible only for preparing the letter towards application for permission and submission of demand note raised by statutory authorities.
- 3.5 It is intended to engage contractors to above mentioned cities. The requirement of number of contractors for each city shall be based on Owner's assessment of quantum of work and will be shared with contractors at the time of award. Initially it is intended to empanel a total of about 10 nos. contractors. Out of which 06 nos. of contractor will be awarded contracts in Kanpur and 04 nos. in Bareilly.
- 3.6 Bidder shall depute trained fire & safety officer at site of execution.
- 3.7 Bidder shall be responsible for execution of the Maintenance & repair activities of the laid infrastructure of CUGL at its site of deployment. Cost of material used for Maintenance & repair activities shall be paid / reimbursed by owner.
- 3.8 CUGL reserve the right to increase / decrease the number of contractors at the time of award as well as during the validity of contract based on project requirement at its sole discretion.

3.9 For complete scope of work, all volumes of tender document are to be read.

#### **4.0 CONTRACT PERIOD**

4.1 The rate contract to each contractor shall be valid for 02 years from the date of issuance of LOI. The work order awarded to each contractor with validity of 3 months excluded mobilization time period of 15 days for 1st work order only.

#### **5.0 BID EVALUATION CRITERIA**

##### **5.1 Technical**

Bidder should have executed work for laying of MDPE pipeline or GI/ Cu installation for City Gas Distribution in India of a minimum value of Rs. 15.00 Lacs exclusive of taxes (value executed up-to the date of bid submission shall also be considered) under single contract/order within last 7 (seven) years reckoned from bid due date.

OR

Bidder should have executed Hydrocarbon associated work including Hydrocarbon pipeline laying/installation (Crude/ MS/HSD/Natural Gas) in India of a minimum value of Rs. 15.00 Lacs exclusive of taxes (value executed up-to the date of bid submission shall also be considered) under single contract/ order within last 7 (seven) years reckoned from bid due date.

##### **Note:**

The contractors who have worked directly or indirectly in Carbon Steel/MDPE/GI/Cu project in City Gas Distribution projects in India shall also be considered for this tender.

Contractors who are already working with CUGL under ARC contract of MDPE laying, GI/Cu installation & associated work FY 2020-21 shall not be considered for this tender due to concurrent/co-existing commitments.

##### **5.2 Financial**

###### **5.2.1 Turnover**

The minimum annual turnover achieved by the Bidder shall be INR 15.00 Lacs as per their audited financial results during any one of the preceding three (03) financial years.

###### **5.2.2 Net Worth**

Net worth of the Bidder should be positive as per the last audited financial statement.

###### **5.2.3 Working Capital**

The minimum working capital of the Bidder shall be INR 3.00 Lacs as per the last audited financial statement of the immediate preceding financial year.

If the bidder's working capital is inadequate, the bidder shall supplement this with letter issued by the bidder's bank (As per format 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.

In case of tenders having the bid closing date up to 30th September of the relevant financial years and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to that relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

 <b>Central U.P. Gas Limited</b>	<b>INVITATION FOR BIDS</b>	
---	----------------------------	--

## 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 by Client company.
- Certificate from client (i.e. CGD/Hydrocarbon Companies (Crude/MS/HSD/Natural Gas)) certifying executed amount against the said PO / WO or the work completion certificate issued against the PO /WO by the client company or client authorized PMC.
- Audited Balance sheet and Profit & Loss & certificate issued by Chartered Accountant.
- Any other document required for qualification against BEC clauses

For contractors who have worked for the main contractor shall provide the below mentioned documents for qualification against the BEC:

- Purchase Order / Work Order copy issued by City Gas Distribution Company to Main Contractor
- Copy of SOR issued to main contractor clearly describing the scope of work by Client company.
- Certificate from client (i.e. CGD Company) certifying executed amount against the said PO / WO or the work completion certificate issued against the PO /WO by the client company or client authorized PMC to main contractor.
- Work Order/Agreement with main contractor in reference to Client work order
- Execution/Completion certificate issued by main contractor against the said WO/agreement.
- Copies of invoices raised to main contractor and the proof of payment.
- Audited Balance sheet and Profit & Loss & certificate issued by Chartered Accountant.
- Any other document required for qualification against BEC clauses

- 5.3 It shall be noted that in case bidder fails to submit requisite details/documents, the bid submitted by them shall be liable for rejection.
- 5.4 CUGL decision shall be final with respect to bidder's qualification based on bid evaluation criteria.
- 5.5 Bidders to ensure that all pages of bid offer should be signed and stamped by the bidder.
- 5.6 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 Price bid will be evaluated after consideration of quoted discount / markup. The order shall be awarded to the bidders as defined in bid document..

## 6 BID VALIDITY

- 6.3 Bid should be valid for One Hundred & Twenty (120) days from the date of scheduled bid submission.

## 7 DETAILS OF BID DOCUMENTS

7.1	Type of Enquiry	Limited Domestic Competitive Bidding Basis
7.2	Tender Document Number Date of Issue	<b>CUGL/C&amp;P/TEN2021/20,219,042</b> Dated 26.02.2021
7.3	Bid document fee(Non-refundable)	Not Applicable
7.4	Pre bid meeting at CUGL's office at Kanpur (UP), India	06/03/202; 12;30 Hrs.

7.5	Bid Submission due date and time through online web portal : <b><a href="https://cugl.abcpocure.com">https://cugl.abcpocure.com</a></b>	16/03/2021 up to 15:00 Hrs.
7.6	Web portal for Online Bid Submission	<b><a href="https://cugl.abcpocure.com">https://cugl.abcpocure.com</a></b>

The entire tender document has been web hosted at **[www.cugl.co.in](http://www.cugl.co.in)** 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 **BID SECURITY**

- 8.3 All bids must be accompanied by a bid security amount of **Rs. 60,000.00** (Rupees Sixty Thousand Only)
- 8.4 Bid security shall be either in the form of banker's demand draft in favour of **Central UP Gas Ltd.**, payable at **Kanpur (UP)** or bank guarantee from any Nationalised/ Scheduled Indian Bank as per pro-forma attached in the Tender document. The bid security shall be submitted along with the bid and to be enclosed in Part – I (Un-priced bid). Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 180 days from scheduled date of bid submission.
- 8.5 In case 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.
- 8.6 The documentary evidence/certificate in support of being registered with NSIC/DIC 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.
- 8.7 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.

## 9 **PRE-BID MEETING**

- 9.3 The bidder(s) or his official representative are requested to attend the pre-bid meeting so that their queries, if any, related to the tender document and scope of work can be addressed. Meeting will take place at CUGL's Web Portal Through online (<https://cugl.abcpocure.com>) 7.4 above.
- Bidder (s) queries if any, must reach Owner/ Consultant office at least two days prior to pre-bid meeting date.

9.4 Non-attendance of the pre-bid meeting shall not be cause of disqualification of the bidder.

**10 ZERO DEVIATION BIDS**

10.3 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 In case more than one bidder is tied up at one position based on evaluated price, then lowest cost bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):

Criteria No. 1 - The bidders who have got the higher turnover in any of the last 03 (three) Financial Year.

Criteria No. 2- The bidders who have got the higher working capital (without taking into consideration of letter of credit submitted from bank) in the last Financial Year.

**12. GENERAL**

12.1 Bids received after stipulated last date and time, due to any reasons what-so-ever.

12.2 CUGL will not be responsible for cost incurred in preparation and delivery of bids, regardless of the conduct or outcome of the bidding process.

12.3 Bidder should not be under liquidation, court receivership or similar proceedings.

12.4 Bidders shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices

12.5 Bids sent through Fax/ E-mail/ Computer floppy/ disc/ pen drive etc. shall not be accepted

12.6 Bid document is non-transferable.

12.7 Bidder shall submit the declaration that it is not put on holiday / put on hold by any Government / PSU or CGD firm.

12.8 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.

12.9 CUGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

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

On Behalf of Central UP Gas Ltd.

**Sr. Manager (C & P)**

**Central UP Gas Ltd.**

**A-1/4, Lakhanpur,**

**Kanpur-208024 (UP).**

**Tel. No. +91 512 2582455/ 2585001**

**Email- [kkgupta@cugl.co.in](mailto:kkgupta@cugl.co.in)/ [sbhatia@cugl.co.in](mailto:sbhatia@cugl.co.in)**

## ANNEXURE-I: GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Interested parties may download the tender from CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcprocure.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.abcprocure.com>.
2. For registration on the e-tender site <https://cugl.abcprocure.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 in to 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@abcprocure.com](mailto:sonu@abcprocure.com), [satabdi@abcprocure.com](mailto:satabdi@abcprocure.com) with a copy to [info@abcProcure.com](mailto:info@abcProcure.com) for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (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.
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.
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.
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.

 <b>Central U.P. Gas Limited</b>	<b>INSTRUCTIONS TO BIDDERS</b>	
---	------------------------------------	--

- (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.
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.
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.

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 Mr K.K Gupta, E-mail: kkgupta@cugl.co.in

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



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

**HIRING OF ADDITIONAL CONTRACTORS FOR  
CONNECTING PNG DOMESTIC CONNECTION IN  
KANPUR (INCLUDING UNNAO) & BAREILLY (UP)**

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

## TABLE OF CONTENTS

<b>SECTION-II INSTRUCTIONS TO BIDDERS (ITB)</b>	<b>3</b>
1.0 SCOPE OF BID	4
2.0 ELIGIBLE BIDDERS	4
3.0 COST OF BIDDING	4
4.0 ONE BID PER BIDDER	5
5.0 SITE VISIT	5
6.0 CONTENT OF BID DOCUMENTS	5
7.0 CLARIFICATION ON BID DOCUMENTS	5
8.0 AMENDMENT OF BID DOCUMENTS	6
9.0 LANGUAGE OF BID	6
10.0 DOCUMENTS CONSTITUTING THE BID	6
11.0 BID PRICES	6
12.0 BID CURRENCIES	7
13.0 PERIOD OF VALIDITY OF BIDS	7
14.0 BID SECURITY	7
15.0 PRE-BID MEETING	8
16.0 FORMAT AND SIGNING OF BID	9
17.0 ZERO DEVIATION	9
18.0 PREPARATION OF BIDS	10
19.0 SEALING AND MARKING OF BIDS	11
20.0 DEADLINE FOR SUBMISSION OF BIDS	ERROR! BOOKMARK NOT DEFINED.
21.0 LATE BIDS	ERROR! BOOKMARK NOT DEFINED.
22.0 MODIFICATION AND WITHDRAWAL OF BIDS	11
23.0 OPENING OF BIDS BY THE OWNER/ CONSULTANT	11
24.0 CLARIFICATION OF BIDS	12
25.0 EXAMINATION OF BIDS & DETERMINATION OF RESPONSIVENESS	12
26.0 PRICE BID OPENING	12
27.0 ARITHMETIC CORRECTIONS	13
28.0 CONVERSION TO SINGLE CURRENCY	13
29.0 EVALUATION AND COMPARISON OF BIDS	13
30.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES	13
31.0 CONTACTING THE OWNER/ CONSULTANT	13
32.0 AWARD OF WORK	14

 <b>Central U.P. Gas Limited</b> <small>CUGL</small>	<b>INSTRUCTIONS TO BIDDERS</b>	
--	------------------------------------	--

<b>33.0</b>	<b>OWNER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD.....</b>	<b>14</b>
<b>34.0</b>	<b>OWNER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.....</b>	<b>15</b>
<b>35.0</b>	<b>NOTIFICATION OF AWARD .....</b>	<b>15</b>
<b>36.0</b>	<b>CONTRACT AGREEMENT.....</b>	<b>15</b>
<b>37.0</b>	<b>PERFORMANCE GUARANTEE .....</b>	<b>15</b>
<b>38.0</b>	<b>CORRUPT OR FRAUDULENT PRACTICES.....</b>	<b>15</b>
<b>39.0</b>	<b>WAIVER OR TRANSFER OF THE AGREEMENT.....</b>	<b>16</b>
<b>40.0</b>	<b>INCOME TAX LIABILITY .....</b>	<b>16</b>
<b>41.0</b>	<b>ORDER OF PRECEDENCE .....</b>	<b>16</b>
<b>42.0</b>	<b>DEFAULTS IN PAYMENT OF SERVICE TAX BY CONTRACTOR.....</b>	<b>16</b>
<b>43.0</b>	<b>UNSOLICITED POST TENDER MODIFICATIONS.....</b>	<b>16</b>



## INSTRUCTIONS TO BIDDERS

### 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 bids for **Hiring of additional Contractors for Connection PNG Domestic Connection in Kanpur including Unnao & Bareilly (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:
- 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.
  - That has been hired by the Owner 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 38.0.
- 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 the bidder.
- 2.8 While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC), bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Owner / Consultant shall be final and binding on the bidder.
- 2.9 Job executed by a bidder for its own concern cannot be considered as experience for Bid Evaluation Criteria.

#### 3.0 COST OF BIDDING

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

**4.0 ONE BID PER BIDDER**

- 4.1 Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 Alternative bids are not acceptable.

**5.0 SITE VISIT**

- 5.1 The bidder is advised to visit and examine the site or/ locations of works and its surroundings and obtain for himself on his own responsibility all 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. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during implementation.
- 5.2 The bidder and any of its personnel or agents will be granted permission by the Owner/ Consultant to enter upon its premises and land for the purpose of such inspections, but only upon the explicit condition that the bidder, his personnel, or agents will release and indemnify the Owner/ Consultant and his personnel and agents from and against all liabilities in respect thereof and will be responsible for death or personal injury (whether fatal or otherwise), loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result hereof. Owner/ Consultant shall provide necessary assistance, if required, to the bidder(s) for purpose of site visit.

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

- 6.1 The bid documents webhosted on CUGL website is as stated below and should be read in conjunction with any addenda/ corrigenda issued in accordance with clause no. 8 of ITB.

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 (Technical specifications & Drawings etc.)

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its 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 <http://www.energyworld.biz> 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 bid 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'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 OWNER 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**

- 10.1 The bid prepared by the Bidder shall comprise the following components:
- 10.2 Un-priced Techno-commercial bid along with the completed Bid Forms in accordance with the tender documents as attached in Section-V of bid document.
- 10.3 Documentary evidence established in accordance with ITB that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- 10.4 Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and
- 10.5 Price Bid having Price Schedule filled up in accordance with tender.
- 10.6 Bid security furnished as per tender requirement.
- 10.7 Complete set of bid documents duly signed and stamped on each page.

### **11.0 BID PRICES**



- 11.1 The unit rates defined in “Schedule of Rates” are rates declared by Owner i.e. M/s Central UP Gas Ltd. (CUGL) & shall remain firm, fixed and valid until completion of the contract and will not be subject to any variation.
- 11.2 Prices indicated in SOR are in INR (Indian Rupees Only).
- 11.3 The Owner will not issue any concessional form for CST/ VAT.
- 11.4 The unit rates indicated in the Schedule of Rates are inclusive of all applicable taxes and duties including BOCW tax, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipment, machineries, spares, etc. and exclusive of GST & BOCW which shall be paid extra. Present rate of GST is 18% and BOCW is 1 %.
- 11.5 Bidder should indicate their price discount / mark up in percentage in Price Schedule forming part of Schedule of Rates
- 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 One Hundred & Twenty (120) days 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 his bid, a bid security in the amount specified in the IFB.
- 14.2 The bid security is required to protect the Owner against the risk of Bidder’s conduct which would warrant the bid security’s forfeiture, pursuant to ITB Clause –14.9
- 14.3 Bidders will submit bid security in Indian Rupees.
- 14.4 The bid security shall be in the form of Demand Draft/ Banker’s Cheque in favour of **Central UP Gas Ltd.** payable at Kanpur (UP) (issued by Indian Nationalized / Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour 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 Scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs.100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.
- 14.5 The bid security shall be valid for sixty (60) days beyond the validity of the bid as specified in Clause 13.1 of ITB i.e. 120 days beyond deadline for bid submission.
- 14.6 Any bid not secured in accordance with ITB clause 14.1 and 14.4 shall be rejected by Owner as non-responsive.

INSTRUCTIONS TO  
BIDDERS

- 14.7 Unsuccessful Bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Owner, pursuant to ITB Clause-13.
- 14.8 The successful Bidder's bid security will be discharged upon the Bidder's accepting the Order, pursuant to ITB Clause 34.0 and furnishing the Contract Performance Guarantee pursuant to ITB Clause 37.0.
- 14.9 The bid security may be forfeited:
- 14.9.1 In the case of a Bidder:
- If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
  - If Bid is varied or modified in a manner not acceptable to CUGL during the validity period or any extension of the validity duly agreed by the Bidder
- 14.9.2 In the case of a successful Bidder, if the Bidder fails:
- to accept the Notification of Award in accordance with clause-35 of ITB
  - to accept the arithmetic corrections pursuant to clause-27 of ITB
  - within the specified period:
    - to sign the Contract and
    - to furnish the Performance Guarantee in accordance with Clause-37 of ITB
- 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.
- 14.11 The documentary evidence/certificate in support of being registered with NSIC/DIC 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.
- 14.12 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.
- 15.0 PRE-BID MEETING**
- 15.1 The bidder(s) or his designated representatives are invited to attend a pre-bid meeting which will take place at CUGL's Web Portal ( <https://cugl.abcprocure.com>) 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 in writing 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 CUGL 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 response

**INSTRUCTIONS TO  
BIDDERS**

(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 8.0 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.

**16.0 FORMAT AND SIGNING OF BID**

- 16.1 The Bidder shall prepare an original and the number of copies of the bid as required in the tender, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the one marked as original shall govern.
- 16.2 The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- 16.3 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

**17.0 ZERO DEVIATION**

- 17.1 Bidder to note that this is a zero deviation tender. Owner/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the bid. Bids with any deviation to the bid conditions shall be liable for rejection. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid.
- 17.2 Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be liable to be rejected without any post bid reference to the bidder. However OWNER reserves the right to take the final decision in this regard, without assigning any reason.
- 17.2.1 Bid Price as per clause-11.0 of ITB.
- 17.2.2 Bid Security/ EMD as per above clauses
- 17.2.3 Scope of Work as per IFB and as specified in Bid document
- 17.2.4 Technical specifications
- 17.2.5 Schedule of Rates
- 17.2.6 Payment Terms
- 17.2.7 Completion Schedule
- 17.2.8 Period of Validity of bid
- 17.2.9 Price Reduction Schedule
- 17.2.10 Acceptance to Performance Bank Guarantee format and acceptance to submit the same in case of award
- 17.2.11 Guarantee
- 17.2.12 Arbitration / Resolution of Dispute
- 17.2.13 Force Majeure



- 17.2.14 Applicable Law
- 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.
- 17.2.17 In case Bidder stipulate deviations, Owner/ Consultant have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency.

#### D. PREPARATION AND SUBMISSION OF BIDS

##### 18.0 PREPARATION OF BIDS

- 18.1 Form I: “Techno-Commercial Un-priced Bid” --“(Item / package name)”

Part – I: Techno-commercial/ Un-priced Bid shall contain following:

- i. Covering letter
- ii. Bidder’s General Information Form F-1
- iii. Bid Form F-2
- iv. Documents as per Form F-3.
- v. Copy of SOR (Schedule of Rates) with prices blanked out mentioning “Quoted/Not Quoted” against each item
- vi. Bid security in accordance with clause no.14 of ITB & as per Form F-4
- vii. Letter of Authority in favour of any one or two of Bidder’s executive having authority to attend bid opening as per Form F-5
- viii. No deviation Form F-6
- ix. Certificate as per Format F-7 for confirming the Government of India is not party of Agreement
- x. Details of similar work done during last 7 years as per Format F-8.
- xi. Duly signed and stamped Format F-9 pertaining to Proforma for Bank Guarantee for Contract Performance Guarantee.
- xii. PF Registration Details as per Form F-10
- xiii. Check List as per Format F-12.
- xiv. Declaration as per Format F-13.
- xv. Financial Capability as per Form F-14
- xvi. ESI Registration certificate
- xvii. **Power of Attorney** in favour of person (s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the Bidder and any consequence resulting due to such signing shall be binding on the Bidder.
- xviii. Copy of Bid document along with all addendum/ corrigendum no. Duly signed and stamped 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.
- xix. Documents for meeting BEC as defined in IFB



**Note: All pages of the bid to be signed and sealed by an authorized representative of the bidder.**

18.2 Form II:-Price Bid – Not to Open with Techno – Commercial Un-priced Bid”

18.2.1 **Part – II Price Bid:** Part – II shall Schedule of Rates..

## 19.0 Submission OF BIDS

19.1 Submission of Bids Through web Portal (<https://cugl.abcprocure.com> )

19.2 Bid Security: Original and copy shall be sealed in separate envelopes clearly super scribing “Original” or “Copy” as the case may be. These envelopes shall be further sealed as detailed hereunder.

19.3 Bid Security Shall be submitted before due date to the below mention address

**Sr. Manager (C & P)**  
**Central UP Gas Ltd**  
**A-1/4, Lakhanpur,**  
**Kanpur-208024 (UP).**  
**Tel. No. +91 512 2582455/ 2585001**

## 20.0 MODIFICATION AND WITHDRAWAL OF BIDS

20.1 The Bidder may modify or withdraw its bid after the bid’s submission (but before the dead line for submission of bids), provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the OWNER/Consultant prior to the deadline prescribed for submission of bids.

20.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB. A withdrawal notice may also be sent by electronic mail, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

20.3 No bid shall be modified after the deadline for submission of bids.

20.4 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

### 21.0 OPENING OF BIDS BY THE OWNER/CONSULTANT

Un-priced Techno-Commercial Bid Opening

21.1 The Owner/Consultant will open all bids in the presence of Bidders’ representatives who choose to attend, at the time, on the date (as specified in IFB), and at the place specified in the Tender. The Bidders’ representatives, who are present, shall sign bid opening statement evidencing their attendance.

21.2 The Bidders’ names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.

21.3 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.



- 21.4 The OWNER/Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening.

## **22.0 CLARIFICATION OF BIDS**

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

## **23.0 EXAMINATION OF BIDS & DETERMINATION OF RESPONSIVENESS**

### **23.1 Techno-Commercial Bid Evaluation**

- 23.2 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.

- 23.3 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.

- 23.4 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.

- 23.5 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.

- 23.6 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. 2, 10 & 18.
- v. Any other relevant factor, if any that the Owner/ Consultant deems necessary or prudent to be taken into consideration.

## **24.0 PRICE BID OPENING**

- 24.1 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.



- 24.2 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. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 24.3 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.
- 25.0 ARITHMETIC CORRECTIONS**
- 25.1 Deleted.
- 26.0 CONVERSION TO SINGLE CURRENCY**
- 26.1 Not Applicable.
- 27.0 EVALUATION AND COMPARISON OF BIDS**
- 27.1 Evaluation will be carried out on overall basis for complete scope of work.
- 27.2 Overall prices will be offered to the bidders & bidders will have to quote increase / decrease in percentage of the offered price. Bidder's quoted discount/ mark up on total value in Price Schedule shall be considered for evaluation.
- 27.3 **CUGL shall consider a rejection criteria on the basis of percentage discount / mark up on the offered price. The threshold percentage range shall be -10 % to +10 % which shall be mentioned in the tender itself. In case, the bidder quotes beyond the above declared range, the bid shall be rejected considering the non-viability of the rates or abnormally high rates. Decision of CUGL in this regard shall be final and binding on all contractors bidding against the tender.**
- 27.4 The lowest evaluated bidder's rate shall be considered as L-1 rates for Award and these rates will be offered to L-2, L3, L4 .....bidders (All techno-commercial qualified bidders).
- 27.5 In case more than one bidder quote the same discount/mark up on the offered total price, then ranking will be decided on the basis of higher turnover in last three financial year.
- 27.6 The rate quoted / finalized with L-1 bidder will become uniform rates for all the mentioned cities and will be offered to L-2, L-3, L-4 , L-5.....bidders for matching of L-1 rates.
- 27.7 It is intended to engage contractors to work in Kanpur and Bareilly cities. The requirement of number of contractors for each city shall be based on Owner's assessment of quantum of work and will be shared with contractors at the time of award. Initially, it is intended to engage a total 10 (Ten) contractors for work in mentioned cities in which 06 nos. of contractor in Kanpur including unnao city and 04 nos. contractor in Bareilly. Total work/ quantities mentioned in SOR.
- 27.8 If it is found that the techno-commercially qualified contractors are less than the required then CUGL may change the requirement of contractors in each location at its sole discretion.
- 27.9 CUGL reserve the right to increase / decrease the number of contractors at the time of award as well as during the validity of contract based on project requirement at its sole discretion.
- 27.10 In case, numbers of qualified bidders (Techno – commercial qualified) are more than required, then additional contractors will be empanelled and considered for award of contract on need basis.
- 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 Owner reserves the right to negotiate the quoted discount with L1 bidder before award of work.
- 30.2 Subject to various clauses of ITB, the Owner will place the order on the successful bidders whose bid have been determined to be substantially responsive and have been selected for award. Award will be made on the rates finalized with the L-1 bidder. Award will be done through open house allotment based on the bidder's overall ranking for getting their choice of the city i.e. Kanpur including Unnao and Bareilly subject to availability. Once a bidder is allotted a city, he will not be considered for award of the other city until the first round of award is completed. If it is found that the empanelled number of contractors are less than the required then further round(s) of allotment may be carried out in order of bidder's original ranking. Award will start with L-1 Bidder and so on.
- 30.3 L-1 bidder will be awarded work in any of locations as per his choice in Kanpur & Bareilly.
- 30.4 The L-2, L-3 and so on bidders will be awarded the work of area from the available options based on their merit.
- 30.5 Award will be done for required number of contractors as mentioned above.
- 30.6 If it is found that the techno-commercially qualified contractors are less than the required then CUGL may change the requirement of contractors in each location at its sole discretion.
- 30.7 The lowest evaluated bidder's rate shall be considered as L-1 rates for Award and these rates will be offered to L-2, L-3, L-4 & L-5 and so on..... techno-commercial qualified bidder till hiring of 10 nos. of contractor in Kanpur including Unnao & Bareilly.
- 30.8 To achieve 4,500 nos. of PNG domestic connections as envisaged in the tender, CUGL intends to award contract to 10 nos. of bidders. The contracts will be awarded to 10 nos. of techno-commercial qualified bidder with individual work order having contract value of Rs. 30 Lacs covering approximately 450 nos. of connections.
- 30.9 Initial Rate contract to each contractor shall be 02 years from the date of issuance of LOI.
- 30.10 The mobilization period for work order shall be 15 days from date of issue of LOI. The contract time period of 3 months shall start after 15 days of Mobilization period.
- 30.11 Work order to each contractor will be initially awarded having order value of Rs. 30 Lacs excluding BOC & GST.
- 30.12 There will be a provision for placement of the repeat orders to all the contractors up to 100% of the initial contract value. The repeat order will be awarded to contractors after utilization of 90% of work order value.
- 30.13 There will be the provision of transferability of areas/locations (intracity/intercity) depending upon the company need on mutual consent.

### 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 the period of bid validity, the OWNER will notify the successful Bidder in writing by Fax of Intent (FOI) or registered letter or by cable to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The Progressive Delivery/ Completion period shall commence from the date of notification of award/ Fax of Intent (FOI).
- 33.3 The notification of award will constitute the formation of a Contract until the Contract has been affected pursuant to signing of Contract as per Clause-36 of ITB.

### **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 bidder's 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 BANK GUARANTEE**

- 35.1 Bidder will provide Performance Bank Guarantee of 3% of Order Value (Exclusive of GST) within 21 days of issue of FOI/ PO from the Owner.
- 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**



## INSTRUCTIONS TO BIDDERS

- 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 DEFAULTS IN PAYMENT OF SERVICE TAX BY CONTRACTOR**
- 40.1 In case Service Tax department brings to the notice of CUGL that a contractor has not paid to the credit of the Government the Service Tax collected from CUGL, then suitable penal action against the contractor will be initiated which will include putting the contractor on holiday list
- 41.0 UNSOLICITED POST TENDER MODIFICATIONS**
- 41.1 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.

 <b>Central U.P. Gas Limited</b> CUGL	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

GROUND PE COATED CARBON STEEL PIPELINE  
**CENTRAL UP GAS LIMITED (CUGL)**

**CITY GAS DISTRIBUTION PROJECT**

**HIRING OF ADDITIONAL CONTRACTORS FOR  
CONNECTING PNG DOMESTIC CONNECTION IN  
KANPUR (INCLUDING UNNAO) & BAREILLY**

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

 <b>Central U.P. Gas Limited</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

## 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 NA
- 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

 <b>Central U.P. Gas Limited</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

- 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 of the receipt of the notification of award/ Fax of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.
- 4.2 The Contract Performance Bank Guarantee shall be taken @ 3% of the total order value. The Contract Performance Bank Guarantee shall be released within 90 days after the expiry of defect liability period of respective order.
- 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.
- 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.

 <b>Central U.P. Gas Limited</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

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

 <b>Central U.P. Gas Limited</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

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 15 (Fifteen 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 ensue 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-

 <b>Central U.P. Gas Limited</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

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**

 <b>Central U.P. Gas Limited</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

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.
- 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.

 <b>Central U.P. Gas Limited</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

- 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 and 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**

Bidder shall have to submit transit policy for the material to be transported from CUGL store to contractor sites or the same shall be covered in contractor all risk policy (CAR) with clearly mention in the CAR policy regarding transit insurance.

**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 there of 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, not withstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

- 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 45.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

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

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

- 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/Site 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 7<sup>th</sup> 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.

 <b>Central U.P. Gas Limited</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
---	---	--

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.

#### **64 EVALUATION OF CONTRACTORS PERFORMANCE**

Performance of the contractors awarded shall be evaluated as per vendor's evaluation policy of CUGL which is available on CUGL's website

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

**CENTRAL UP GAS LIMITED (CUGL)**

**CITY GAS DISTRIBUTION PROJECT**

**HIRING OF ADDITIONAL CONTRACTORS FOR  
CONNECTING PNG DOMESTIC CONNECTION IN  
KANPUR (INCLUDING UNNAO) & BAREILLY**

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

## TABLE OF CONTENTS

1.0	DEFINITIONS AND INTERPRETATIONS .....	1
2.0	INTERPRETATIONS .....	1
3.0	SCOPE OF WORK .....	1
4.0	INSPECTIONS AND TESTS .....	2
5.0	STATUTORY VARIATIONS IN TAXES .....	2
6.0	TERMS AND MODE OF PAYMENT .....	2
7.0	PAYMENT METHODOLOGY.....	3
8.0	COMPENSATION FOR IDLE TIME .....	4
9.0	PRICE REDUCTION SCHEDULE (PRS) .....	4
10.0	ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS .....	4
11.0	HEALTH SAFETY AND ENVIRONMENT (HSE).....	4
12.0	PROVIDENT FUND .....	5
13.0	POWER AND WATER CONNECTION.....	5
14.0	CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES.....	5
15.0	CONDITIONS FOR ISSUE OF MATERIALS .....	5
16.0	BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996.....	6
17.0	CONTRACTOR'S OBLIGATION AT SITE.....	6
18.0	RECONCILIATION OF OWNER SUPPLIED MATERIALS.....	7
19.0	COMPLIANCE WITH LAW .....	8
20.0	INSURANCE .....	8
21.0	STATUTORY APPROVALS.....	8
22.0	SITE CLEANING .....	8
23.0	WORKMANSHIP.....	9
24.0	PENALTIES.....	9
25.0	OPTIONAL ITEM/WORK .....	9
26.0	COMPLETION DOCUMENT .....	10
27.0	TIME LIMIT FOR CLAIMS .....	10
28.0	ABNORMALLY HIGH /LOW RATE ITEMS .....	10
29.0	MATERIAL TO BE SUPPLIED BY THE CONTRACTOR.....	10
30.0	GENERAL .....	11
31.0	ADDRESS FOR CORRESPONDENCE .....	11

**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.

**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 Scope includes PNG connection, Laying of MDPE Network and GI/Copper Installation as per the specifications and other details given in tender document. Free issue materials will be issued to contractors from CUGL’s stores as mentioned in bid document.

3.2 Bidders shall also be responsible for liaisoning of all permissions from respective statutory authorities for laying of MDPE pipes. Bidder shall be responsible to 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. CUGL will be responsible only for preparing the letter towards application for permission and submission of restoration charges raised by statutory authorities.

3.3 It is intended to engage contractors to work in the above mentioned cities. The requirement of number of contractors for each city shall be based on Owner’s assessment of quantum of work and will be shared with contractors at the time of award. Initially it is intended to empanel total 10 nos. of contractor for mentioned cities. Out of which 10 nos., 6 nos. of contractor are empanelled in Kanpur including Unnao city and 4 nos. contractors are empanelled in Bareilly city. Total work/ quantities mentioned in SOR.

3.4 Bidder shall depute trained fire & safety person at site of execution.

3.5 Bidder shall be responsible for execution of the Maintenance & repair activities of the laid infrastructure of CUGL at its site of deployment. Cost of material used for Maintenance & repair activities shall be paid / reimbursed by owner.

3.6 CUGL reserve the right to increase / decrease the number of contractors at the time of award as well as during the validity of contract based on project requirement at its sole discretion.

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

- 3.7 The contractor shall allow weekly rest and daily working hours to his personnel/ workmen as per the relevant Act/ Law and Rules made there under. However, contractor shall ensure that no work shall be left incomplete/ unattended on any holiday/ weekly rest.
- 3.8 The contractor shall make own arrangements to provide all facilities like boarding and transport etc to his employees/ workers engaged by the contractor.
- 3.9 Contractor shall maintain proper record of his working employee's attendance and payment made to them .
- 3.10 All the jobs mentioned under Scope of Services and Schedule of rates shall be carried out as per the work procedures, documentations, recommendations of the manufacturer and as per guidelines / directions given by Engineer-in-Charge or his authorized representative to Contractor's Supervisor from time to time. In general, the work performed by the contractor shall conform to relevant standards and best engineering practices.
- 3.11 For complete scope of work, all volumes of tender document are to be read.
- 3.12 Contractor is required to connect the domestic customers from Project areas as well as from the Online/charged areas of allocated cities. The details of online/charged area and Project is mentioned below:

**Online/Charged area:**

1. Where charged MDPE pipeline connectivity is available within a limit of 25 mtrs for one connection or in cumulative length in multiple of 25 mtrs for more than one connection.
2. Where GI/Cu network is already charged.

**Note:** Contractor has to connect the customers from all over the allocated city in Kanpur or Bareilly. The list of available registration in online/charged areas shall be provided by CUGL and the decision of EIC regarding claiming the connection in online or Project areas shall be final and binding to the bidder.

**Project area:**

1. New/Fresh areas allocated to the bidder where pipeline is not available.
2. Any apartment where GI is not installed.

#### **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 contractor's supplied items, Third Party Inspection report shall be submitted by the 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.
- 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 service tax, Swachh Bharat Cess and Krishi Kalyan cess, during the scheduled completion period only shall be considered by the owner against documentary evidence.

#### **6.0 TERMS AND MODE OF PAYMENT**

- 6.1 Advance

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

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 PE and Related Work (all method)**

- i) 50% on completion of laying work in continuous stretches of minimum 500 mtrs. including jointing of pipeline, backfilling and compaction for the complete stretch as per scope of work and on submission of As graphs.
- ii) 10% on testing of completed network and submission of “As Built, As Graph Drawings” subject to installation of permanent markers in the network area
- iii) 30% on commissioning (gas charging) of the network subject to installation of valve chambers.
- iv) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials.

**6.1.3 GI And Related Work**

- i) 60% after installation of GI / Copper pipes including all fittings, valves, clamping and completion of piping work in all respects.
- ii) 20 % after installation of service line for individual houses/apartment with Transition fittings and Isolation valves, regulators, meter and testing of GI/cu pipeline.
- iii) 5% after cementing of holes, painting, commissioning of GI, Copper installation & submission of RFC documents.
- iv) 5% after conversion of appliance and submission of JMR.
- i) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials.

**6.1.4 For Restoration of excavated work**

- i) 60% progressively on completion of individual item work as certified in monthly progress bill.
- ii) 30 % after receipt of “No Objection Certificate” and “Bank Guarantee” from Land owing agency.
- iii) Balance 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge and closure of contract.

**6.1.5 Other Works (Not Covered Above)**

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

**7.0 PAYMENT METHODOLOGY**

7.1 The contractor shall raise 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/EIC.

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

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)**

Deleted

## **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/ or the policies followed by the Owner.

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

- 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 In addition to the penalties for violation of HSE shall be imposed as per clause 24 of SCC.

## **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.

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

- 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 50% of order value.
- 15.7 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.
- 15.8 Meter and regulator shall be issued with serial no. and contractor has to maintain a record for the same.
- 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 Owner's declared rates in Schedule of Rates are inclusive of BOCW tax and contractor shall be liable to pay BOCW tax to concern authorities.
- 17.0 CONTRACTOR'S OBLIGATION AT SITE**
- 17.1 Contractor shall establish site office in the respective areas, allotted to them with adequate facilities like three tables, six chairs, telephone, computer with mailing (internet), printer & scanner (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 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 Contractor 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.

## 18.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

- 18.1 The Contractor is responsible for completing the “Material Used” section of the worksheet for each job completed. This record will be used for the reconciliation of material at the end of the job or contract.
- 18.2 The full replacement or repair costs of all damages items will be recharged to the contractor.
- 18.3 It is mandatory that the contractor is required to undertake and submit inventory details of free issue and purchased materials on monthly basis to Owner/ Owner’s representative as per the approved format of the owner. The inventory details shall be in correlation with the Daily progress chart and material reconciliation sheet. Material reconciliation statement of all free issue materials shall be carried out on every three months & reconciliation statement shall be submitted to CUGL.
- 18.4 After the final reconciliation is carried out, the variances in materials issued against materials used and returned, will be assessed. 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 below 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. 200% of landed cost at the time of final bill/ closing of contract by Owner shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner excluding missing case of Gas Meter. 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.

Item	Scrap	Unaccountable
Gas Meters	0%	0%
Regulators	0%	0%
Gas Isolation, Appliance Valves	0%	0%
MDPE Pipes	1% (More than 2 Mtrs. and less than 10 Mtrs.)	1% (Less than 2 mtrs.)

Note: In case of missing of Gas Meter, recovery shall be done at the rate of ten times of landed cost of material.

- 18.5 Material consumption will be recorded on area wise basis. Material issued from the CUGL stores shall be consumed, recorded and returned using the same CUGL item code.
- 18.6 Material reconciliation for each contractor shall be done work order wise and contract wise at the time of closure. In case of multiple orders issued against ARC contract the balance material of previous work order may be transferred to the new work order issued against the same ARC contract with the approval of CUGL as per procedure.
- 18.7 Any payments due to the Contractor may be withheld to cover these charges.
- 18.8 All waste materials, part lengths of pipe and other partly used items are the property of CUGL and must be returned to the stores with the appropriate documentation so that they can be considered as part of the material reconciliation.

 <b>Central U.P. Gas Limited</b> CUGL	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

## **19.0 COMPLIANCE WITH LAW**

- 19.1 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 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.

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

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 MDPE 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 after the issue of warning letter for first instance. Any subsequent instance shall attract penalty of Rs. 5000.00 per instance with a notice to contractor.

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 of installation of contractor's supplied material without inspection by TPI/PMC, Rs. 5000/- per instance shall be levied from the running bills.

24.6 In case of non compliance of statutory provisions penalty will be imposed by the owner as detailed below:

- a. 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 penalty upto Rs. 40,000/-
- b. 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 and maximum penalty of Rs. 40,000/-
- c. The contractor must obtain **labour licence** at the start of work for allotted site, if applicable in-line with the statutory norms.

## **25.0 PENALTIES ON MONTHLY TARGETS**

For penalty, it is proposed that 100% of target connections shall be provided by CUGL. If CUGL fails to provide the 100% registrations as explained under, the same nos. of PNG domestic connections shall be waived off from penalty calculation. Penalty shall be calculated based on the work order period of 3 months after the mobilization period of 15 days for 1<sup>st</sup> work order (or the extension thereof for the reason not attributable to contractor).

Contractor is required to connect the customers from all over the allocated city in Kanpur including Unnao and Bareilly.

Penalty for non - achievement of targets is as below:

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

The scope of connection shall be 450 nos. for 3 months. Thus, monthly target shall be as mentioned below:

Sr. No	Month	Target
1.	1st Month	150
2.	2nd Month	150
3.	3rd Month	150

If contractor fails to achieve less than 250 nos. of connections in awarded work order then penalty of Rs. 500/ connection will be imposed on the contractors against the shortfall of balance connections.

The maximum penalty amount will be Rs. 2,25,000/- in case of contractor fails to complete even a single RFC.

- Monthly target for the purpose of penalty will be of available connections upto 15th day of the month for the 100% of registrations to be provided by CUGL.
- Initially, the penalty amount shall be hold from the RA bills. The penalty imposed on monthly basis shall be re-adjusted at the time of completion of contract period for each work order based on total connection provided vis-a-vis the target during the entire contract period.

## 26.0 COMPLETION DOCUMENT

- 26.1 Contractor in four sets (1 Original + 3 Photocopy) shall submit the following documents and as defined in technical volume in hard binder, as a part of completion documents:
- 26.1.1 Copies of the Inspection reports, Approved construction drawing, As-built drawing, As-graph, Pre testing, final testing and commissioning reports of laid network.
- 26.1.2 Consumption statements of free issue materials certified by TPI/PMC & Owner's Site Engineer.
- 26.1.3 Material Reconciliation certified by TPI/PMC & Owner's Site Engineer.
- 26.1.4 All other requirements as specified in the respective specifications.
- 26.1.5 Completion Certificate issued by PMC.
- 26.1.6 No claim and No dues certificate by the Contractor.
- 26.1.7 Recovery statement, if any.
- 26.1.8 Statement for reconciliation of all the payments and recoveries made in the progress bills.
- 26.1.9 Copies of deviation statement and order of extension of time, if granted.
- 26.1.10 Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI challans etc.
- 26.1.11 Any other contractual documents required on completion.

## 27.0 TIME LIMIT FOR CLAIMS

- 27.1 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.

## 28.0 ABNORMALLY HIGH /LOW RATE ITEMS

- 28.1 Deleted

## 29.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

 <b>Central U.P. Gas Limited</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	
---	---	--

- 29.1 Contractor will place timely orders on approved vendor of CUGL as mentioned in tender to receive the material in accordance with the execution of project activities. The items and quantities shall be in accordance with the work to be executed.
- 29.2 All material will be purchased as per technical standards or as per latest PGNRB guidelines for city gas distribution. Any material received at project site should be inspected by owner's appointed third party inspection (TPIA)/ PMC. The report of same shall be verified through owner representative.
- 29.3 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.
- 29.4 Contractor will not transfer any free issue as well as his supplied material to any other site/ any other contractor without prior approval of the Engineer- In charge/ Site In-charge. Material transfer to any other party without prior approval from EIC shall not be considered in material reconciliation.

### **30.0 GENERAL**

- 30.1 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.
- 30.2 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.

### **31.0 ADDRESS FOR CORRESPONDENCE**

#### **PURCHASER:**

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



## **CENTRAL UP GAS LIMITED (CUGL)**

### **CITY GAS DISTRIBUTION PROJECT**

#### **HIRING OF ADDITIONAL CONTRACTORS FOR CONNECTING PNG DOMESTIC CONNECTION IN KANPUR (INCLUDING UNNAO) & BAREILLY**

##### **SECTION-V**

##### **FORMS & FORMATS**

**BID DOCUMENT NO. : CUGL/C&P/TEN2021/20,219,042**

**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
Central UP Gas Limited,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India\_\_\_\_\_

Bid Document No: CUGL/C&P/TEN2021/20,219,042

SUB : Hiring of additional contractors for connecting PNG Domestic Connection in  
Kanpur (including Unnao) & Bareilly.

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 Name & IFSC Code	
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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-2**  
**BID FORM**

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

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

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 [04] 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 "twenty one [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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

**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. Power of Attorney\*
8. Duly certified document from chartered engineer and or chartered accountant.

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 seven 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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

**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 \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

-----

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. 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-15.1".
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 alongwith documentary evidence.

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

To,

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

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

**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 here by 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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024

India

SUB:

TENDER NO:

**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: ..... @ .....

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] 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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

**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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

**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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhampur  
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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhapur  
Kanpur-208024  
India

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

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.

<b>Sl.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
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 Service Tax & Edu. Cess thereon	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 Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
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 4 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	

<b>Sl.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
	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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-13****BIDDER'S EXPERIENCE**

To,

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

**Bid Document No: CUGL/C&P/TEN2021/20,219,042****SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

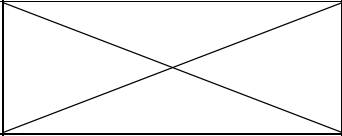
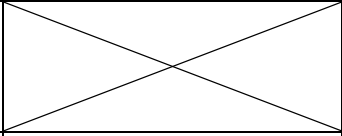
Seal:

**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:

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>CHECK BOX</b>	<b>REFERENCE PAGE NO. OF THE BID SUBMITTED</b>
1.0	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 receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership		

	of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith 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.		
7.0	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:

**(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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhampur  
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**

**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)	

Place: [Signature of Authorized Signatory]  
Name:  
Date: Designation:  
Seal:

**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**  
**BIDDER'S QUERIES FOR PRE BID MEETING**

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

**Bid Document No: CUGL/C&P/TEN2021/20,219,042**

**SUB : Hiring of additional contractors for connecting PNG Domestic Connection in Kanpur (including Unnao) & Bareilly.**

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

**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.*

### AGREEMENT

Contract agreement for the work/hiring services of.....2021 (Two Thousand Twenty One) ..... between M/s ..... in the town of .....hereinafter called the “CONTRACTOR (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the CUGL hereinafter called the “Owner” (which terms shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.  
WHEREAS

- a) The OWNER being desirous of having provided and executed certain mentioned, enumerated or referred to in the Bidding Document including Invitation for Bids, General Conditions of contract, Special conditions of Contract, Specifications, Drawing, Plans, time schedule of completion of jobs, Schedule of rates, agreed variations, other documents has called for Tender.
- b) The CONTRACTOR has inspected the SITE and surrounding s of WORK specified in the Bidding Documents and has satisfied himself by careful examination before submitting his bid as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of SITE and local conditions, the quantities, nature and magnitude of the work, the availability of labor and materials necessary for the execution of WORK, the means of access to SITE, the supply of power and water there to and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bidding Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays hindrances or interferences to or with the execution and completion of WORK to be carried under contract and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of WORK and which might have influenced him in making his bid.
- c) The bidding Documents including the Invitation for Bids, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specification, drawings, Plans, Time Schedule of Completion of jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are here to annexed form part of this CONTRACT thought separately set out herein and are included in the expression ‘CONTRACT’ wherever herein used.

#### AND WHEREAS

The OWNER accepted the Bid of CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities if work and finally approved by OWNER (hereinafter called the “Schedule of Rates) upon the terms and subject to the conditions of CONTRACT.

#### NOW THIS AGREEMENT WITNESSED & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In consideration of the payment to be made to CONTRACTOR for the WORK/HIRING SERVICES to be executed by him, the CONTRACTOR hereby covenants with OWNER that the CONTRACTOR shall and will duly provide, execute and complete the said WORK and shall do and perform all other acts and things in the CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of the said WORK and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.
  2. In consideration of the due provision, execution and completion of the said WORK/HIRING SERVICES, the OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time and in such manner as provided for in the CONTRACT.
- AND
3. In consideration of the due provision, execution and completion of the said WORK/HIRING SERVICES, the CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by the OWNER to the CONTRACTOR, such as power supply, water supply and other as set for in the said CONTRACT and such other

sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the payments to be made at such time and in such manner as is provided in CONTRACT.

It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the OWNER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc. brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the OWNER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK/HIRING SERVICES only as a licensee simplicities and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the OWNER shall be entitled to terminate such license at any time without assigning any reasons.

The materials including sand, gravel, stone, loose, earth, rook etc. dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACTOR, exclusively belong to the OWNER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the OWNER according to the Instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In WITNESS WHEREOF the parties have executed these presents in the day and the year first above written.

Signed and Delivered for  
and on behalf of  
OWNER

Signed and Delivered for  
and on behalf of  
CONTRACTOR

(CENTRAL UP GAS LIMITED)

DATE

DATE

PLACE

PLACE

IN PRESENCE OF TWO WITNESSES

1.....

1.....

2.....

2.....

## INDEMNITY BOND

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS Central UP Gas Limited. (hereinafter referred to as OWNER) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at M/s ----- has entered into an Contract CUGL (hereinafter referred to as the Contractor which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for ----- on the terms and conditions as set out, inter-alia, in the Work Order/LOI No. -----dated ----- and various documents forming part thereof hereinafter collectively referred to as the "Contract" which expression shall include all amendments, modifications and/or variations thereto.

### AND WHEREAS

i) The Owner ship of the material supplied by the Contractor has transferred to OWNER as per the provisions of Incoterms 2000 and/or Ownership already held by OWNER but Contractor's obligations require the said material to be under the possession of the Contractor and/or its sub-supplier/sub-vendor. OWNER agrees to hand over the material to the Contractor or its sub-supplier/sub-vendor for the purpose of execution of the said Contract by the Contractor (hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the Contractor of the Contract the said materials shall be under the custody and charge of the Contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the Contractor.

ii) As a pre-condition to the supply of the said materials by OWNER to the Contractor, OWNER has required the Contractor to furnish to OWNER an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OWNER from and against all loss, damage and destruction (including but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (including but not limited to the misuse or misappropriation by the Contractor and the Contractor's Sub-supplier/sub-vendor) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to and until the date of return to OWNER of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OWNER forthwith on demand in writing without protest or demur the value as specified by OWNER of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with OWNER'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of Rs -----/- (Rupees ----- Only) {the currency to be currency of bid}.

AND THE Contractor hereby agrees with OWNER that:

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of OWNER arising hereunder up to and until the midnight of \_\_\_\_\_. However, if the Contract for which this Indemnity/Undertaking is given is not completed by this date, the Contractor hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the Contract.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the Contractor but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OWNER in terms of hereof.

iii) The mere statement of allegation made by or on behalf of OWNER in any notice or demand or other writing addressed to the Contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the Contractor and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the Contractor and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OWNER to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by OWNER to the Contractor as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OWNER in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OWNER to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the Contractor under the Power of Attorney dated\_\_\_\_\_.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the Contractor.

### **Undertaking**

I, -----, / Proprietor of M/s ----- do hereby declare and undertake as under:---

- (i) That in the capacity of independent contractor by M/s. Central UP Gas Limited, Kanpur, I have complied with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 in holding a valid licence under the Act and the Rules thereto. I have paid the wages for the period from \_\_\_\_\_ to \_\_\_\_\_ during contract works to all employees as per the minimum wages and no dues are payable to any employee.
- (ii) That I have covered all the eligible employees under Employees Provident Fund and Miscellaneous Provisions Act and the Employees State Insurance Act and deposited the contributions under our code numbers for the period and as such no amount whatsoever is payable.
- (iii) I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer for any lapse, I undertake to reimburse the same from my dues as payable.

**Stamp, Name & Signature of the Contractor**



## **CENTRAL UP GAS LIMITED (CUGL)**

### **CITY GAS DISTRIBUTION PROJECT**

#### **HIRING OF ADDITIONAL CONTRACTORS FOR CONNECTING PNG DOMESTIC CONNECTION IN KANPUR (INCLUDING UNNAO) & BAREILLY**

##### **SECTION-VI**

##### **SCHEDULE OF RATES (SOR)**

**SCHEDULE OF RATES FOR DOMESTIC CONNECTIONS WITH PE PIPE LAYING , GI /CU INSTALLATIONS AND ASSOCIATED WORK IN KANPUR INCLUDING UNNAO AND BAREILLY**

**BID DOCUMENT NO. : CUGL/C&P/TEN2021/20,219,042**

S.No.	ITEM DESCRIPTION	UNIT	Qty. for 4500 connection	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>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
					<b>4=2*3</b>
<b>PART-I</b>	<b>PE SECTION</b>				
<b>1</b>	Route survey of allotted areas and Preparation /Submission of detailed route plan for approval by EIC in AutoCAD format. Receiving, handling, loading, transportation and unloading of owner supplied MDPE pipes & fittings and other free issue items from CUGL's designated stock yards to Contractor's own stock-yards/ work-sites. Proper storing, stacking, identification, providing security and insurance cover for the materials. Liaisoning with Landowning agencies / statutory authorities and obtaining permission from them (Separately payable as per SOR Item No.6). making trial pits to determine the underground utilities/ services etc., restoration of the abandoned excavation/ trial pits (excavated to depth of 1.5 m or more as per satisfaction to EIC) to original condition, barricading the work area as per the procedures & drawings provided in the tender and as per the directions of EIC / Site-in-charge; uncoiling / stringing of pipes, jointing of the pipe ends/ fittings / Transition fittings/ valves by qualified personnel, using approved electro fusion techniques as per specification.				
	Laying using any method (Open trench, Moling and HDD) with or without casing; it includes survey of the under ground utilities, submission of HDD profile for approval, execution of the work as per specification (as per trench dimension Drg No.....), including excavation of pits, moling with hole size not exceeding 20% of the the carrier / casing pipe dia. jointing and insertion of the carrier pipe in casing pipe (on case to case basis) and subsequent padding with soft soil, laying of warning mat in open trench only, backfilling, compaction, submission of as built drawing, as graphs as per attached specification and instruction of EIC / Site Engineer of Owner. Includes laying of pipeline in all type of surface including Kutcha, metal, concrete (PCC/RCC), bituminous, tiled, brick lined etc. after raking up of hard surface of any type; Roads, Pavement, Footpaths etc. shall be made motorable once the pipeline is laid.				
	Supply & installation of GI Sleeves, 2.5" NB x 300 mm length pipe Sleeve / Half Round Concrete Sleeves for domestic connections, 3" NB x 300 mm length GI Sleeve for commercial and industrial installations (as per GI Pipe Sleeve Drg No....., and Half Round concrete sleeve, Drg No:....) excavation, breaking through any obstructions, insertion of pipe, sealing the annulus, fixing of the sleeves with concrete mix, preparation of pedestal & restoration of excavated pits within the size of pedestal & the same pit with the laying of 20/32 mm dia MDPE pipe as defined in technical specification and instruction of EIC.				
	Flushing, cleaning ,Pneumatic testing, purging with nitrogen and commissioning as per specification and approved procedures providing all tools and tackles, nitrogen, instruments, manpower and other related accessories and as per instructions of the Engineer-in charge.				
	Maintaining the completed pipelines / installation for any defect, failures during defect liability period .				
	Handing over the completed works to CUGL for their operation/ use, returning of all surplus material to CUGL stores, reconciliation of free issue material area wise and obtaining no objection certificate from concerned authorities.				
	On completion of gas charging of pipelines, preparation and submission of As built drawings, crossings details, termination, utility graphs and deviation statements.				
	Submission of all documents required for contract closure in numbers as mentioned in contract.				
	Note- Supply & installation of GI Sleeve / Half round Concrete sleeve and laying of warning mat (open trench excavation) shall be included in laying of MDPE pipe.(Refer drg No...)				
	MDPE Pipe line laying in all type of surface, using any laying methodology; Clear cover to pipeline min 1.0m; (Refer drg No:....)				
a	20 mm Dia	<b>m</b>	2,500	278.74	696850

	b	32 mm Dia	m	1000	298.86	298860
	c	63 mm Dia	m	500	349.17	174585
	<b>MDPE Service Line laying in old Projects &amp; O&amp;M areas</b>					
2	Includes laying of pipeline (for 20 & 32mm) in all type of surface i.e. Kutcha, metal, concrete (PCC/RCC), bituminous, tiled, brick lined etc. after raking up of hard surface of any type by any methodology. Roads, Pavement, Footpaths etc. shall be made motorable once the pipeline is laid. Supply & installation of GI Sleeve / Half round Concrete sleeve shall be included in laying rates. All other activities mentioned in SOR no.1 are applicable.					
	Supply & installation of GI Sleeves, 2.5" NB x 300 mm length Half Round Concrete Sleeves for domestic connections, 3" NB x 300 mm length GI Sleeve for commercial and industrial installations (as per Drg. No...) excavation, breaking through any obstructions, insertion of pipe, sealing the annulus, fixing of the sleeves with concrete mix, preparation of pedestal & restoration of excavated pits within the size of pedestal & the same pit with the laying of 20/32 mm as defined in technical specification and instruction of EIC.The rates shall include liaison rates with statutory bodies and no separate rates are payable under this SOR. For service line laying of length upto 4 mtr shall be payable under SOR no. 2 (a) and more than 4 meters shall be paid under SOR no. 2 (b).					
	(a)	For pipe length up to 4 meters	Nos	2,500	3,241.62	8104050
	(b)	Per meter rate for pipeline more than 4 meters	Mtrs	15,000	314.44	4716600
	Note: If length of individual O & M service line exceeds 4 mtr, payment shall be made for 4 mtr through SOR line item 2 (a) and balance length (i.e. total length of individual O & M service line( - ) 4.0 mtr) will be paid from SOR line item 2 (b).					
3.0	Jointing, Testing, Commissioning and documentations of already laid pipeline.					
	<b>Jointing, Testing , Commissioning, submission of As-built drawings with all supprting documents and reconciliation of material of already laid MDPE network, rectification of leakages (if any) &amp; replacement of defective fittings , if required</b>					
	(A)	20 mm Dia	Mtrs	100	139.37	13937
	(B)	32 mm Dia	Mtrs	200	149.43	29886
	(C)	63 mm Dia	Mtrs	100	174.59	17459
4	<b>Excavation of Hard rock/RCC:</b>					
	Trenching of Hard Rock/RCC is defined as trench material with a single piece of rock/RCC, dimension exceeding 1 meter in any direction, which requires cutting only by use of manual/pneumatic chisel/drill or sledge hammer and chisel or removal of same by additional techniques and supply of approved coarse sand (Size 0.6-2 mm as per IS 383) free from any impurities like clay, mica and soft flaky pieces for padding of 150 mm above and below laid pipeline as per the specifications and direction of EIC.					
	Note : 1. These rates are payable over and above the Laying rates as per relevant SOR item no 1 and 2. 2. These SOR Items are applicable for only as per instruction of EIC.					
	a	Excavation of Hard Rock/RCC:	CU.M	5	2,988.56	14942.8
5	<b>Fabrication &amp; Installation of Pipeline Markers:</b>					
	Supply and Installation of RCC Route Markers, Powder Coated Plate / Pole Markers as per the attached drawings, along the route / along boundary wall, lamp posts including all associated civil works such as excavation and construction in all types of soils, construction of pedestals and grouting with concrete, cleaning, supply and application of approved colour and quality of primer and paint, stencil letter cutting of numbers, direction, chainage etc., restoration of area to original condition and performing all works as per drawings, specification and instruction of Engineer-in-Charge. The rates shall include liaison rates with statutory bodies and restoration rates and no separate rates are payable under this SOR.					
	a	RCC Route Markers as per Drawing....	Nos	80	349.17	27933.6
	b	Pole markers with foundation as per Drawing No..... and instructions of EIC and specification.	Nos	20	2,988.56	59771.2
	c	Plate marker as per Drg No.....	Nos	2,500	249.55	623875
6	<b>LIASONING WITH LAND OWNING AGENCIES FOR PERMISSION</b>					
	Submission of applications as per approved drawings provided by owner / owner's representative (Initial Route Survey,Preperation of Drawings, measuring and providing details of surface type shall be in scope of Contractor with approval from Owner / Owner's representative), obtaining & submission of demand note, Coordination, Liaisoning, Obtaining written permissions & retrun of Bank Guranatee issued by CUGL with NOC after completion of work (if applicable) from Land owing agencies like Nagar Nigam, PWD, Development Authority, AAI, Forest Dept, NHAI, Indian Railways and any other government agencies who maintains the public lands. These rates are not applicable for Private lands i.e. Apartments/institutions etc. Note: Service lines laid against SOR Item no. 2 are not applicable;					
	a	MDPE Pipe Size All Diameter	m	4000	50.00	200000
<b>PART II GI / COPPER SECTION</b>						
Supply & Installation of Powder Coated GI Service Pipe & Fittings						

7	Assessment of material requirement for installation at site, Order placement and Purchasing of Powder coated GI Pipes, GI fittings, Copper pipes & fittings, Brass Fittings & Flexible hose (Anaconda) from approved /recommended vendors of CUGL, Scheduling, Planning of material & Forwarding inspection call, getting dispatch clearance, handling, loading, transportation and unloading of these items at respective contractor's store. Receiving, taking over, handling, loading, transportation and unloading of owner supplied above ground fittings such as regulators, meters, Isolation Valves & appliance valves and other free issue items as defined in specification from Owner's designated stock yards to Contractor's own stores / work sites, proper storing, stacking, identification, providing security and insurance cover. Preparation and approval of sketches, schedules & execution procedures. Finalising optimum route with consent of customer from transition fitting to cooking oven / appliance and ensuring installations in well ventilated area. Making temporary but stable platforms/ scaffolding/ rope ladders and supply of all other safety devices. Portal entry for new connections - New registration tracking and feasibility survey and its updation as per CUGL defined TAT;printing of stationary as per approved CUGL formats required during connections (Refer drg No. );					
	Installation of GI service pipes & fittings, regulators, Valves etc. including NPT threading, as specified, Drillings of holes through the walls (Brick, RCC), Granite, Marble, Wood Cutting, Glass Cutting with proper heavy duty hammer drill machine, tools & tackles, using proper sealant/grout material and colours to match the original replacement of the damages during drilling, restoring the area to the original condition, Painting of scratched length of powder coated pipe and fittings after proper surface finish by one coat of approved primer paint and two coats of approved synthetic enamel paint. Restoring the wall surface to original conditions.					
	Supply & fixing of approved clamps & nylon rawl plugs with SS 304 2" screws, grout material, suitable thread sealant i.e. Teflon Tape, Joining of transition fitting to above ground service GI pipes, testing, purging and commission of the complete installation. The rates in connections also includes meter installation, tap off rates and conversion of burners. The GI installation in already gas charged areas, planning & coordinating with existing consumer's for New tap offs from existing riser with or without tee, testing of these existing risers and commissioning of these connections with newly tapp offs etc.is inclusive.					
	A	PNG CONNECTIONS IN PROJECT AREA				
	1	1/2" - GI pipe-all floor	M	5000	367.28	1836400
	2	3/4"- GI Pipe- All Floor	M	50	386.40	19320
	3	12 mm copper inside Kitchen only	M	50	347.16	17358
	B	PNG CONNECTIONS IN ONLINE/CHARGED AREAS				
	1	Supply and installation of GI/Cu pipeline for all floors - The cumulative length of 1/2" powder coated GI Pipe within 2 m & Cu pipe within 2m or (GI + Cu) upto 4m shall be paid under this SOR. Additional quantity above 4 Meters (GI + Cu) shall be payable only in case if cumulative length exceeds 4 m.	Nos	2,500	3,341.11	8352775
	2	1/2" GI Pipe- all floors above more than 4 mtrs (Length upto 4 meter shall be claimed in 7b.1 and quantity over 4 meter shall be claimed in 7b.2).	Mtrs	20,000	367.28	7345600
	Note: 1.GI, Cu, brass fittings shall not be counted separately. It shall be measured along with GI & Cu pipe.					
8	C	Testing & Commissioning of Already Installed GI & Cu Pipe in Project or O & M Area				
		1/2"GI / 3/4"GI / 12 mm Copper Pipe - Testing , Commissioning, Submission of Isometric drawing, RFC, JMR and all supporting documents and Reconciliation of Material of Already Installed Riser/Lateral (including installation of regulator & replacement of defective fittings , if required	M	200	91.82	18364
	Note: Any extra laying of pipeline more than the installed pipeline shall be paid as per SOR item No.7A					
8	<b>Testing and conversion of Domestic Appliances</b>					
	Conversions of all types of LPG Kitchen appliances to NG based appliances, Supply & changing of the nozzles / jets and associated controls for domestic & imported appliances with proper tools and tackles. The rates include testing of Kitchen piping from meter to Appliance valve and supply and fixing of one steel reinforced rubber hose per appliance/stove with clamps. Cleaning and performing minor maintenance, greasing etc. of the appliance. Testing and showing the performance to the customer, signing of joint meter records (JMR) and instructing the customer on use & safety norms, complete as per specifications & to satisfaction of owner / Engineer in Charge.					
	NG Conversion of burners		Nos	6,000	70.00	420000
9	Note: Payment of NG Conversion shall be paid based on number of Burners converted from LPG to PNG					
	<b>Registration for Domestic Connections</b>					
	Registration for Domestic Connection. Scope includes taking over of registration form from CUGL HO, distribution of registration form at customer permises, collection of properly filled registration form from customer with required supporting documents as instructed by EIC & submission of all documents to CUGL designated place for creation of BP Number. Payment shall be made after creation of BP number with clearance of cheques.					
PART -III	a	Registrations	Nos	100	249.55	24955
	<b>Civil Works</b>					
	Installation of Valve Chambers					

10	All civil works including supply of materials, excavation of pit, piping supports including all PCC, RCC and Brick works for valve pits, sand filling to cover valve body, pedestals with insert plates as required, sealing of pipes in pits, providing cover etc., finishing, clean up and restoration. The work shall be executed as per specification. Also providing water proofing agents internal and external plaster of chamber to avoid water seepage. Refer Dwg No....					
	a	Brick Valve Chambers- Size (L x W)- 2m x 1 m	Nos	1	27,893.25	27893.25
	b	RCC Valve Chambers- Size (L x W)- 2m x 1 m	Nos	1	39,847.50	39847.5
	c	Brick Valve Chambers- Size (L x W)- 1.5m x 1 m	Nos	2	21,916.13	43832.26
	d	RCC Valve Chambers- Size (L x W)- 1.5m x 1 m	Nos	1	29,885.63	29885.63
11	<b>INSTALLATION OF SERVICE REGULATOR</b>					
	Receiving, Handling, loading, transportation & unloading of owner supplied service regulator from CUGL designated stock yard to Contractor's own Stock- yard/ work-site. Proper storing, Stacking, identification, providing security and insurance cover for the materials. Installation and fixing of service Regulator with foundations, Regulator box & all associated work as per approved, restoring including all civil & structured work as per requirement of EIC					
	a	INSTALLATION OF SERVICE REGULATOR	Nos	4	5,977.13	23908.52
<b>PART- IV</b>		<b>RESTORATION OF EXCAVATED WORK</b>				
12	Restoration to original condition surface like asphalted/Bituminous Road, Concrete Pavement, Agra/ Kota Stones/ Tiles(Chequered/ Interlocking. Etc.)					
	Restoration to original conditions of dismantled surface like Asphalted/Bituminous Road, Concrete Pavement, Agra /Kota Stones / Tiles (Chequered/interlocking etc.), Dry Brick Pavement as per the technical specifications attached in the tender after laying of pipeline in Built- Up surface, as per the directions of EIC / Site Incharge. Scope includes supply of the approved quality material, testing of materials by third party agencies as per technical specification / CPWD / IRC Standards, submission of the restoration reports, obtaining no objection certificates from the concern local authorities /land owners / third party inspection agencies designated by land owning agencies and Owner.					
	a	Kaccha marg (Included in MDPE laying rate of Project and Online Charged areas.)	Sq.mt	0	0.00	0
	b	Temporary brick surface	Sq.mt	10	623.88	6238.8
	c	Permanent brick surface	Sq.mt	10	1,200.46	12004.6
	d	Cement Concrete	Sq.mt	50	1,472.15	73607.5
	e	Interlocking tiles	Sq.mt	50	1,513.40	75670
	f	Hotmix plant Surface	Sq.mt	50	2,620.28	131014
A	Total Amount (Rs.)					33477423.66
B	BOCW @1%					334774.2366
C	Total including BOCW					33812197.9
	GST @ 18%					6086195.62
	<b>Grand Total with BOCW 1% and GST 18%</b>					<b>39898393.52</b>

Note

The vendor has to quote less or above or PAR as per tender conditions as mentioned in ITB of the tender document in Price Schedule on E-tender portal only. The quoted rate/percentage shall uniformly apply to all SOR items as mentioned above.