LAYING OF MDPE NETWORK AND GI/Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN JHANSI IN THE STATE OF UTTAR PRADESH

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CENTRAL UP GAS LIMITED (CUGL)
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CENTRAL U.P. GAS LIMITED

NOTICE INVITING TENDER
(OPEN DOMESTIC COMPETITIVE BIDDING)

Central U.P. Gas Ltd. (CUGL) invites bids from eligible bidders for the **Laying of MDPE Network and GI/Cu Installation Work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi.** For details, refer the tender document available on CUGL's & Tractebel Engineering Pvt. ltd. websites **www.cugl.co.in** & **www.tractebelindia.com**

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

Published in newspaper on 26.08.2021

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CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF MDPE NETWORK AND GI / Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL, AND INDUSTRIAL CUSTOMERS CUGL GA'S IN JHANSI IN THE STATE OF UP

TENDER DOCUMENT NO. P.014714 G11031 R009

(VOLUME I OF II)

Rev	Date	Subject of Revision	Prepared	Checked	Approved
1	24.08.2021	Clients comment incorporated and issued for procurement	Surbhi Kapoor	Sunil Gupta	Nitish Nandi
0	18.08.2021	Issued for approval	Surbhi Kapoor	Sunil Gupta	Nitish Nandi

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SECTION - I

INVITATION FOR BIDS (IFB)

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OPEN DOMESTIC COMPETITIVE BIDDING
INVITATION FOR BIDS
FOR
LAYING OF MDPE NETWORK AND GI / Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL, AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN JHANSI IN THE STATE OF UP

TENDER DOCUMENT NO.: P.014714 G11031 R009

1.0 INTRODUCTION

1.1 Central UP Gas Ltd. (CUGL), a joint venture between India's two Navrattan 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 and Bareilly cities of UP.

1.2 Central UP Gas Ltd. (CUGL), (hereinafter referred as Purchaser), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in the Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. CUGL is in the process of increasing its compression capacity & network for CNG/PNG distribution in these cities.

1.3 TRACTEBEL Engineering pvt. ltd. (TRACTEBEL), has been appointed as Project Management Consultant (hereinafter referred as Consultant), by CUGL for providing Design, Engineering & PMC services for aforementioned project.

2.0 BRIEF DESCRIPTION OF PROJECT

2.1 CUGL intends to extend the CNG facility by increasing the number of CNG stations & upgrading existing CNG stations to ensure uninterrupted supply of natural gas to automobile consumers in Kanpur, Bareilly, Unnao & Jhansi cities in the State of Uttar Pradesh. CUGL is also developing CGD network in Kanpur, Bareilly, Unnao & Jhansi cities to cater the requirement of Domestic, Commercial and Industrial consumers.

Tractebel on behalf of CUGL, invites bids through single stage two envelopes system from eligible bidders for **Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP** as per details furnished in bid document.

3.0 BRIEF SCOPE OF WORK

3.1 Scope includes Registration for PNG connection, Laying of MDPE Network and GI/Cu installation work along with registration of Domestic Customers and connectivity works for domestic, commercial and Industrial customers for CUGL GA's in Jhansi in the state of UP as per the specifications and other details given in tender document. Free issue materials will be issued to contractors from CUGL's stores located in Jhansi city 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 Jhansi city as per instruction of CUGL.

3.3 Bidders shall also be responsible for liasoning 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.

3.4 It is intended to engage contractors to work in Jhansi city. The requirement of number of contractors for 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 Five (05) nos. contractors for work in Jhansi city in the State of UP. Total work/quantities mentioned in SOR is for Jhansi city & to be executed in one year.

3.5 Bidder shall depute qualified and trained fire & safety officer at site of execution.

3.6 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.

3.7 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.

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

4.0 CONTRACT PERIOD

4.1 The period of Contract shall be one (1) year. The effective date of order will be the date of first notification of award.

5.0 BID EVALUATION CRITERIA

5.1 **Technical:**

Bidder should have executed a single contract/order of at least Rs. 1.00 Crore exclusive of taxes (value executed up-to the date of bid submission shall also be considered) for MDPE Pipeline laying and GI/Cu installation work directly in any City Gas Distribution Network entity in India within last 7 (seven) years reckoned from bid due date.

5.2 **Financial**

5.2.1 Turnover

The bidder should have achieved minimum annual turnover of at least Rs. 1.00 Crore as per their audited financial results during any of the preceding three financial years.

5.2.2 Net Worth

The net worth of the bidder must be positive for the immediate preceding financial year.

5.2.3 Working Capital

The working capital of the company should be minimum Rs. 20.00 lakhs as per 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 F-15 attached in the tender document), having net worth not less than INR 100 Crores confirming the availability of line of credit to cover the inadequacy of working capital required as above.

Note: Documents Required

Bidder shall submit minimum following documents to establish their credentials to meet BEC.

- Purchase Order / Work Order copy
- Copy of SOR clearly describing the scope of work
- Certificate from owner client/PMC certifying executed amount against the said PO / WO in single contract covering all BEC clauses.
- Audited Balance sheet and Profit & Loss Statement for preceding three financial years.
- Any other document required for qualification against BEC clauses.

The Bidder shall be required to submit the Documentation and Proof for above BEC requirements and Purchaser (CUGL) may at his discretion make additional checks for the same.

5.3 It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by them is liable to be rejected.

5.4 CUGL/ TRACTEBEL decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

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

5.6 It shall be noted that in case bidder fails to submit requisite details/documents, the bid submitted by them shall be liable for rejection.

CUGL / Tractebel decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

5.7 Bidders to ensure that all pages of bid offer should be signed and stamped by the bidder.

5.8 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 / mark up. The order shall be awarded to the bidders as defined in bid document.

6.0 BID VALIDITY

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

7.0 DETAILS OF BID DOCUMENTS

7.1	Type of Enquiry	e-tender Open Domestic Competitive Bidding Basis
7.2	Tender Document Number Date of Issue	P.014714 G11031 R009 26.08.2021
7.3	Bid document fee (Non-refundable)	Not Applicable
7.4	Pre bid meeting through Video Conferencing	03.09.2021 at 1500 Hrs.
7.5	Bid submission due date and time on e-tendering portal (https://cugl.abcprocure.com)	16.09.2021 till 1500 Hrs. IST
7.6	Unpriced bid opening date and time on e-tendering portal (https://cugl.abcprocure.com)	16.09.2021 at 1530 Hrs. IST
7.7	Priced bid opening date and time on e-tendering portal (https://cugl.abcprocure.com)	Will be intimated later
7.8	Place of Bid Submission of Original Documents	**Sr. Manager (C&P)** **Central UP Gas Limited,** **7th Floor, UPSIDC Complex, A-1/4, Lakhanpur,** **Kanpur -208024, UP, India.** **Telephone: +91 512 2582455/ 2585001** **Email: kkgupta@cugl.co.in/ sbhatia@cugl.co.in**

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

The bid will be submitted in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 10.1 of ITB.

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 10.2 of ITB

8.0 BID SECURITY

8.1 All bids must be accompanied by a bid security amount of Rs. 2,00,000.00 (Rupees Two Lacs Only)

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

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

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

The documentary evidence/certificate in support of being registered with NSIC/DIC/ MSME, submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm) as per Form F-18. The certificate should not older than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate.

9.0 PRE-BID MEETING

9.1 The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting through VC.

9.2 Bidder(s) queries if any, must reach Owner/ Consultant office at least two days prior to pre-bid meeting date.

9.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

10.0 ZERO DEVIATION BIDS

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

11.0 GENERAL

11.1 Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.

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

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

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

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

11.6 Bid document is non-transferable.

11.7 Bidder shall submit the declaration that it has not been convicted by any court of law in last 5 years reckoned from bid due date.

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

11.9 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

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

For & On Behalf of Central UP Gas Ltd.

Nitish Nandi

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CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF MDPE NETWORK AND GI / Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL, AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN JHANSI IN THE STATE OF UP

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

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A. INTRODUCTION

1.0 SCOPE OF BID

1.1 The Purchaser/ Owner/ Owner's representative as defined in the General Conditions of Contract (GCC) invites sealed bids for **Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP** as mentioned in the tender document.

1.2 The bidding document specifies the scope of work, terms and conditions.

1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.

1.4 The successful Bidder will be expected to complete the Scope of work within the period stated in Invitation for bids.

1.5 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/ tenderer", "bid/ tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2.0 ELIGIBLE BIDDERS

2.1 Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.

2.2 Pursuant to Bid Evaluation Criteria specified in Invitation for Bids (IFB), the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid Evaluation Criteria.

2.3 The Bidder shall furnish, as a part of his bid, documents establishing the bidder's eligibility to bid and his qualification to perform the contract if his bid is accepted.

2.4 This Invitation for Bids is open to any bidder.

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

i. That has provided consulting services related to the work to the Owner during the preparatory stages of the works or of the project of which the works form a part.

ii. That has been hired by the Purchaser as Engineer / Consultant for the contract.

2.6 The Bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB Clause 36.0.

2.7 The Bidder is not put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

2.8 While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC), bidder's past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Purchaser / Consultant shall be final and binding on the bidder.

2.9 Job executed by a bidder for its own concern cannot be considered as experience for Bid Evaluation Criteria.

3.0 ONE BID PER BIDDER

3.1 A Bidder shall submit only one bid. In case a Bidder submits or participates in more than one bid, then, all the bids in which the bidder has participated shall be disqualified.

3.2 Alternative bids are not acceptable.

4.0 COST OF BIDDING

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

5.0 SITE VISIT

5.1 The bidder is advised to visit and examine the site or / locations of Warehouse/storage yard and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.

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

B. THE BID DOCUMENTS

6.0 CONTENT OF BID DOCUMENTS

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

6.2 Volume I of II - Commercial Section consisting of:

Section-I: Invitation for Bids (IFB)

Section-II: Instructions to Bidders (ITB)

Section-III: General Conditions of Contracts (GCC)

Section-IV: Special Conditions of Contracts (SCC)

Section-V: Forms and Formats

Section-VI: Schedule of Rates (SOR)

Volume II of II – Technical Section (Material Requisition, Documents, Technical specifications, Drawings etc.)

6.3 The Bidder is expected to examine all sections of bid document containing instructions, forms and formats, terms, specifications etc. in the bid document. The invitation for bid (IFB) together with all its attachment thereto, shall be read, understood, and accepted by the Bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

7.0 CLARIFICATION ON BID DOCUMENTS

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

8.0 AMENDMENT OF BID DOCUMENTS

8.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by issuing addenda and or Corrigendum.

8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 6.0 and shall be hosted on the website as mentioned in clause-7.0 above, before bidding due date. All the prospective bidders who have been informed by consultant for webhosting of tender document, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders' query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders' query hosted on the above websites before submitting the bid.

8.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner/ Consultant, at its discretion, may extend the deadline for the submission of bids.

8.4 All the bidders are advised to visit CUGL & TRACTEBEL's websites from time to time to get updated information/ documents.

C. PREPARATION OF BIDS

9.0 LANGUAGE OF BID

9.1 The bid prepared by the Bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by Bidder and the Purchaser shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

9.2 In the event of submission of any document/ certificate issued by the Bidder in a language other than English, English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder along with the bid.

10.0 DOCUMENTS CONSTITUTING THE BID

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

10.1 Part-I: Techno-commercial/ Un-priced Bid

10.1.1 Techno-commercial/ Un-priced Bid shall contain the following:

10.1.1.1 Covering letter

10.1.1.2 Bidder's General information as per format F-1.

10.1.1.3 Bid Form as per format F-2.

10.1.1.4 Documents as list of enclosure Format F-3.

10.1.1.5 Copy of SOR (Schedule of Rates) with prices blanked out mentioning "Quoted/Not Quoted" against each item along with other details like rate of taxes and duties, etc. considered. Bid Security in accordance with clause no. 14 of ITB and as per Format F-4.

10.1.1.6 Letter of authority in favor of any one or two (max. three) of Bidder's executives having authority to attend the un-priced and price bid opening as per format F-5.

10.1.1.7 Confirmation of no deviation as per Format F-6.

10.1.1.8 Declaration regarding holiday/banning and liquidation, court receivership as per Format F -7

10.1.1.9 Certificate as per Format F-8 for confirming the Government of India is not party of Agreement.

10.1.1.10 Duly signed and stamped Format F-9 pertaining to Performa for Bank Guarantee for contract performance Guarantee.

10.1.1.11 Agreed Terms & Conditions as per Format F-10

10.1.1.12 Undertaking on letterhead as per Format F-12.

10.1.1.13 Bidder experience as per Format F-13

10.1.1.14 Check List as per Format F-14

10.1.1.15 Certificate for Financial capability of the bidder as per Form F-16

10.1.1.16 PF registration details as per Format F-19

10.1.1.17 Document establishing the Qualification pursuant to clauses of IFB.

10.1.1.18 Any other information/ details required as per Bidding Documents. NOTE: All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

10.2 Part – II: Price Bid

10.2.1 Bidder shall upload Summary of Prices with required details alongwith Schedule of Rates duly filled- in strictly as per format without altering the content of it.

11.0 BID PRICES

11.1 The bidder shall quote bid Prices on the appropriate format for "Schedule of Rates" enclosed as part of bidding document.

11.2 The bidder shall quote the prices for items in the Schedule of Rate after careful analysis of cost involved for the performance of complete scope of work, scope of supply after considering all parts of the Bidding Document. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost to be incurred for such activity.

11.3 Unless stated otherwise in the bidding documents, the Contract shall be for the complete scope of work as described in Bidding Document.

11.4 Prices must be filled in format for "Schedule of Rates" enclosed as part of bidding document. If quoted in separate type sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

11.5 All taxes & duties including Custom duty, Works Contract tax, Turnover Tax, (Except Goods & Services Tax (GST) & BOCW tax) and other levies or any other statutory payments payable by the Contractor under the Contract or for any other cause shall be included in the unit rate quoted in "Schedule of Rates".

11.6 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

12.0 BID CURRENCIES

12.1 Bidders shall submit bid in Indian Rupees only.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 The bid shall remain valid for acceptance for Four (04) months from the bid due date. Bid valid for a shorter period is liable to be rejected being non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/ Consultant may request the Bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (sent by fax/ post/ e-mail). A Bidder may refuse the request without forfeiture of his bid security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security (without any additional cost to Owner) for the period of bid validity extension and in accordance with ITB clause 14.0 in all respects.

14.0 BID SECURITY

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

14.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.

14.3 The bid security shall be in the form of Demand Draft/ Banker's Cheque in favor of M/s Central UP Gas Ltd. payable at Kanpur (issued by Indian Nationalized / Scheduled bank) or in the form of an irrevocable Bank Guarantee in favor of Central UP Gas Ltd. as per Format F-4.

CUGL shall not be liable to any bank charges, commission or interest on the amount of bid security. In case bid security is in the form of irrevocable Bank Guarantee, the same shall be from any Indian nationalized bank or a scheduled Indian bank, in the form provided in the bid documents.

14.4 Any bid not accompanied with bid security in accordance with clause 14.1 and 14.3 as on or before bid due date and time shall be rejected by CUGL as non-responsive.

14.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by CUGL pursuant to clause 13.

14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 33 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 34 of ITB.

14.7 The bid security may be forfeited:

i. If a bidder withdraws its bid during the period of Bid validity.

ii. In case of a successful bidder, if the bidder fails:

a) to accept the award in accordance with clause 33 of ITB. OR

b) to accept the arithmetic corrections pursuant to clause 27 of ITB.

And or

c) to furnish the performance guarantee in accordance with Clause 34 of ITB.

iii. Fails to accept any other conditions specifically mentioned in tender document.

14.8 Bid Security should be in favor of Central UP Gas Limited. Bid Security must indicate the Bid Document number and the item for which the Bidder is quoting. This is essential to have proper correlation later. The Bid Security in the form of Irrevocable Bank Guarantee shall be in the Format F-4, provided in the Bidding Document.

14.9 The bid security shall be valid for two (2) months beyond the validity of the bid as specified in Clause no. 13 of ITB i.e. 4 months beyond deadline for bid submission.

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

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

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

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

Sr. Manager (C&P)

Central UP Gas Ltd,

UPSIDC Complex 7th Floor,

A-1/4, Lakhanpur, Kanpur,

Uttar Pradesh 208024

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

15.0 PRE-BID MEETING

15.1 The bidder(s) or his designated representatives are invited to attend a pre-bid meeting which will conducted through VC on the date & time mentioned in IFB.

15.2 The purpose of meeting will be to clarify issues related to tender on any matter that may be raised at that stage.

15.3 A prospective bidder requiring any clarification of the Bidding Documents may notify CUGL/ Tractebel in writing / e-mail / post at TRACTEBEL 'S mailing address indicated in the Invitation for Bids. It may not be practicable at the meeting to answer queries received late, but queries and responses/ clarifications will be transmitted in accordance with following sub clauses.

15.4 Tractebel will respond in writing to any request for clarification of the Bidding documents, which it receives at least 02 (two) working days before the Pre-Bid meeting date. Written copies of CUGL/ Tractebel response (including an explanation of the query but without identifying the source of the query) will be hosted on the websites as mentioned in clause-7.0 of ITB before the bid due date.

15.5 Any addendum/ corrigendum/ clarifications to bidders query thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6 and shall be hosted on the websites as defined in clause 6.0 above and will be informed to bidders as per clause-8.2 above.

15.6 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder. Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

16.0 FORMAT AND SIGNING OF BID

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

17.0 ZERO DEVIATION

17.1 Bidder to note that this is a ZERO Deviation Bidding Document. Purchaser will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer.

17.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder.

17.2.1 Firm Price

17.2.2 Earnest money deposit (EMD) / Bid Security

17.2.3 Scope of Work

17.2.4 Specifications

17.2.5 Price Schedule/ Schedule of Rates

17.2.6 Completion Schedule

17.2.7 Period of Validity of bid

17.2.8 Price Reduction Schedule

17.2.9 Performance Bank Guarantee (PBG) / Security Deposit.

17.2.10 Guarantee

17.2.11 Arbitration / Resolution of Dispute

17.2.12 Force Majeure

17.2.13 Applicable Law

17.2.14 Payment Terms

17.2.15 PF/EPF registration

17.2.16 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause will lead to rejection of the bid.

D. SUBMISSION OF BIDS

18.0 SEALING AND MARKING OF BIDS

18.1 Please refer clause 43 "GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING"

19.0 DEADLINE FOR SUBMISSION OF BIDS

19.1 Bids must be received by the Owner / Consultant at the portal specified above, not later than the time and date specified in the tender documents.

19.2 The OWNER/Consultant may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the OWNER and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

21.1 The bidder may modify or withdraw its bid before the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time, no modifications whatsoever are allowed in the bid.

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

21.3 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. OPENING AND EVALUATION OF BIDS

22.0 OPENING OF BIDS BY THE OWNER/ CONSULTANT

Un-priced Techno-Commercial Bid Opening

22.1 The Bidders' names bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the 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.

22.2 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

23.0 CLARIFICATION OF BIDS

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

24.0 EXAMINATION OF BIDS & DETERMINATION OF RESPONSIVENESS

24.1 Techno-Commercial Bid Evaluation

24.2 The Owner/ Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.3 Prior to the detailed evaluation, the Owner/ Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without deviations, objections, conditionality, or reservations.

24.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened.

24.5 The Owner/ Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/ Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

24.6 The Owner/ Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner/ Consultant will examine and compare the technical aspects of the bids on the basis of the information provided/ supplied by the bidders, taking into account the following factors:

i. Bidder's qualification on meeting Bid Evaluation Criteria (BEC).

ii. Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, specifications defined in the bid document, consistency and detail will be rejected as non-responsive.

iii. Overall completeness and compliance with the other terms & conditions included in the bid document. The bid that does not meet acceptable standard of completeness, consistency and detail will be rejected as non-responsive,

iv. Requisite FORMS containing all necessary information as required in bid document and other documents as per ITB clause no. 10

v. Any other relevant factor, if any that the Owner/ Consultant deems necessary or prudent to be taken into consideration.

25.0 PRICE BID OPENING

25.1 The Owner/ Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

25.2 The Owner and Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorized bidder's representatives present at the time of priced bid opening on e-tendering portal.

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

26.0 ARITHMETIC CORRECTIONS

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

26.1 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and

26.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.

26.3 If the Bidder does not accept the correction of errors, its bid will be rejected, and the bid security will be forfeited.

27.0 EVALUATION AND COMPARISON OF BIDS

27.1 The Price Bids of only techno-commercially-acceptable bidders shall be opened and will be considered for evaluation.

27.2 The "Schedule of Rates" quoted for the complete scope of work shall be taken up for evaluation, i.e. evaluation & comparison of bids and subsequent award of Contract shall be on lowest overall basis.

27.3 In case it is observed that any bidder has not quoted (left blank) for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

27.4 If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

27.5 If the estimated price impact of the unquoted (left blank) items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

27.6 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/ supporting document attached to the price bid, break-up of prices etc.

27.7 Bidder's status will be arranged in increasing order of their evaluated total price (L-1, L-2, L-3, ...so on.

27.8 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).

27.9 It is intended to engage 5 nos. of contractors to work in the Jhansi GA as per instruction of CUGL. The requirement of number of contractors shall be based on CUGL's assessment of quantum of work.

27.10 In case, 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.

27.11 In case of failure of any contractor to complete the work as per CUGL requirement, CUGL reserves the right to terminate the contract & award the work to other contractor.

27.12 If it is found that the techno-commercially qualified contractors are less than the required, then CUGL may change the requirement of contractors at its sole discretion.

27.13 CUGL reserves 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.

28.0 CONTACTING THE OWNER/ CONSULTANT

28.1 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.

28.2 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

29.0 AWARD OF WORK

29.1 It is intended to engage contractors to work in the Jhansi city. The requirement of number of contractors for the 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 award the work to 05 (Five) nos. contractor for work in Jhansi city. **Total work/ quantities mentioned in SOR** is to be executed during the contract duration in Jhansi GA.

29.2 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.

29.3 The L-2, L-3 and so on bidders will be awarded the work in Jhansi GA.

29.4 Tentative 5 Nos. contractors have been envisaged for this project, based on present assessment of work. These contractors may be deployed to different locations in GA as per CUGL site requirement.

29.5 CUGL Engineer-In-Charge in Consultation to PMC will allocate areas/work to contractor as per site requirement.

29.6 The Owner will award the contract to the successful bidder whose bid has been determined to be substantially responsive provided further that the bidder is determined to be qualified to perform the order satisfactorily.

29.7 Initial rate contract to each contractor shall be 01 year from the date of issue of LOI. However, in the event of non-utilization of entire contract value, the rate contract validity may be further extended for another 6 months on mutual consent.

29.8 Initially, each contractor will be awarded with work order having order value of Rs.1.0 Crore excluding BOCW & GST covering 500 nos. of connection {390 RFC (Project Area) + 110 connection in O&M Area (Online / Charged area)} with 04 months validity. Out of 500 nos. of connection {390 RFC (Project Area) + 110 connection in O&M Area (Online / Charged area)} shall be provided by CUGL. If CUGL provides less nos. of registrations in Online/charged area, the same nos. shall be added in the monthly target of Project Areas in CUGL scope.

29.9 Mobilization period for first order shall be 15 days from the date of issue of LOI. No mobilization period shall be allowed for 2nd and 3rd orders and so on.

29.10 In the first instance all the selected bidders will be awarded the first work order in the manner as described under the heading "Award of work". On completion of 90% of numbers of connections i.e. (90% of 500 = 450 nos. of connections) in first work order within contract period of 4 months or during the extended time period approved by CUGL Management, second & third order will be awarded.

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

30.1 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.

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

31.1 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.

32.0 NOTIFICATION OF AWARD

32.1 Prior to the expiration of period of bid validity, the Purchaser will notify the successful Bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Letter of Acceptance (LOA) will constitute the formation of the order.

32.2 Completion period shall be reckoned from the date of notification of award / Letter of Acceptance (LOA).

32.3 Award of Contract/Order will be by issuing Letter of Acceptance (LOA) of the bid. LOA will contain price, completion schedule and other salient terms of the bid and bidding document.

32.4 Bidder will be required to confirm receipt of the same by returning, "copy of the LOA duly signed and stamped by the bidder" as a token of acknowledgement to CUGL. On receipt of LOA acknowledgement without any deviation/condition, detail Purchase Order will be issued in quadruplicate. Three copies of the same without any conditions/ deviations will be returned duly signed and stamped by the bidder as a token of acknowledgement to CUGL.

33.0 CONTRACT AGREEMENT

33.1 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this bid document together with the annexed documents, modifications, deletions agreed upon by the Owner/Consultant and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and Owner/Consultant based on terms contained in the aforesaid documents and the finally submitted and accepted rates.

33.2 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.

33.3 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).

33.4 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.

34.0 PERFORMANCE GUARANTEE

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

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

35.0 CORRUPT OR FRAUDULENT PRACTICES

35.1 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.

35.2 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.

35.3 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.

36.0 WAIVER OR TRANSFER OF THE AGREEMENT

36.1 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.

37.0 INCOME TAX LIABILITY

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

38.0 ORDER OF PRECEDENCE

38.1 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.

38.2 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.

39.0 SUBMISSION OF FALSE/ FORGED DCOUMENTS

39.1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

39.2 In case, the information / documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false / forged after the award of the contract, Purchaser shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to Purchaser under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

39.3 In case the issue of submission of false documents comes to the notice after execution of work, CUGL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

39.4 Further, such bidder shall be put on Banned/Holiday List of CUGL debarring them from future business with Purchaser.

40.0 GST INPUT CREDIT

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

41.0 CONTRACTOR PERFORMANCE EVALUATION

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

42.0 UNSOLICITED POST TENDER MODIFICATIONS

42.1 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 favor of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

43.0 GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

43.1 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.

43.2 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 into the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator sonu@abcprocure.com, satabdi@abcprocure.com with a copy to info@abcProcure.com for approval. Once approved, bidders can login in to the system as and when required.

43.3 As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III(having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

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

43.4 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.

43.5 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.

43.6 Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

a. Vendors are advised to log on to the website (https://cugl.abcprocure.com) and arrange to register themselves at the earliest, if not done earlier.

b. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

c. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

d. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.

e. Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

f. No manual bids/offers along with electronic bids/offers shall be permitted.

43.7 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 etendering service provider as well as CUGL officials.

43.8 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.

43.9 In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies/ personnel:

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Kanpur Help desk(M) +919870089747

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

(M):+ +91 9374519729

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

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455, E-mail:

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

(2) NAME, Designation, Department

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

CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF MDPE NETWORK AND GI / Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL, AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN KANPUR, UNNAO AND BARELLY IN THE STATE OF UP

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. DEFINITIONS

1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:

1.2 'Agreement' or 'Contract' means the agreement entered into between the OWNER and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.

1.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the OWNER for completion of all obligations of the Contractor under the Agreement.

1.4 'Consultant' shall mean M/s Tractebel Engineering Pvt. Ltd., (Tractebel) Having its office at Intec House, 37, Institutional Area, Sector 44, Gurgaon, Haryana – 122002, India. The term consultant includes successors, assigns of M/s Tractebel Engineering Pvt. Ltd..

1.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.

1.6 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.

1.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.

1.8 'Engineer' means an authorized representative of the OWNER, if any, to which the OWNER has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the OWNER. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the OWNER, mutatis mutandis.

1.9 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.

1.10 'Goods' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the OWNER under the Agreement.

1.11 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.

1.12 'Inspector' means any person or outside Agency nominated by OWNER to inspect equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.

1.13 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.

1.14 'The OWNER/PURCHASER/CUGL mean **CENTRAL UP GAS LIMITED**, an undertaking registered under The Indian Co. Act, 1956 having its Registered & Corporate office at 7TH Floor UPSIDC complex, A-1/4 Lakhanpur Kanpur-208024 and includes its successors and assigns.

1.15 'Services' or 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.

1.16 'Site' or 'OWNER's stores' means the place or places named in tender document.

1.17 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.

1.18 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.

1.19 'Bid' or 'Tender' shall have the same meaning.

2. INTERPRETATION OF CONTRACT DOCUMENT

2.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

2.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

2.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

3. CONFIDENTIALITY

3.1 The Contractor cannot, without agreement of the OWNER, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the OWNER / Consultant / Engineer/ Inspector.

3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by OWNER/ Consultant/ Engineer/ Inspector. The OWNER/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.

3.3 However, these obligations do not apply to documents for which it can be demonstrated that

- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
- Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

3.4 Regarding the application of this clause, the experts appointed by the OWNER/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the OWNER in these matters.

3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the Contractor's obligations under the Agreement, if so required by the OWNER.

4. Contract PERFORMANCE BANK GUARANTEE

4.1 Within Twenty one (21) days from date of issuance of first notification of award/LOI for each order or LOA/WO as the case may be, the successful bidder shall furnish the performance guarantee equivalent to three (03) percent of Order value (excluding GST) in accordance with tender terms & conditions in the form provided in the Bid documents.

4.2 Bidder has option to provide Performance Guarantee in form of either Demand Draft or Banker's cheque or irrevocable Bank Guarantee and shall be in the currency of Contract.

4.3 The Contract Performance Bank Guarantee should be kept valid for 90 days beyond the completion of contract performance period of one year from the date of completion of work in all respect. In the event, if contract period is extended, the contractor shall have to extend the validity of the Contract Performance Bank Guarantee suitably to cover the extended period. If CPBG is in short validity the payment of the contractor will not be released.

4.4 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.

4.5 The proceeds of the Contract Performance Bank Guarantee shall be payable to the OWNER as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.

4.6 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.

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

5. INSPECTIONS AND TESTS

5.1 Refer SCC Clause 4.

6. TRANSPORTATION

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

7. GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

7.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from OWNER/ Consultant.

7.2 The OWNER shall promptly notify the Contractor in writing of any claims arising under this warranty.

7.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the OWNER. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the OWNER for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to OWNER.

7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the OWNER may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the OWNER may have against the Contractor under the Agreement.

8. PRICES

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

9. TAXES, DUTIES, ETC.

9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including BOCW tax, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable

Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.

9.2 Contractor further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

10. STATUTORY VARIATION

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

11. PAYMENT

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

11.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.

12. SUB-CONTRACTING

12.1 The Contractor shall notify the OWNER in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.

12.2 Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors.

12.3 For any subcontract, the OWNER is entitled to demand from the Contractor, for approval of the list of sub-contractors, the Contractor intends to involve and of the orders he may entrust to them. Approval by the OWNER cannot give rise to any legal bond between the OWNER and the sub-contractors and leaves full responsibility only to the Contractor.

12.4 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the OWNER the full and direct beneficiary of such warranty.

13. DELAYS IN THE CONTRACTOR'S PERFORMANCE

13.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the OWNER in the Completion Schedule.

13.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:

13.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the

CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

13.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.

13.3 In such events of above sub-clauses:

13.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

13.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.

13.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

13.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.

13.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued up to the date of such termination.

13.7 Except as provided under GCC or for the reasons solely attributable to the OWNER, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

14. CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 13

14.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 13 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the

WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

15. TERMINATION FOR DEFAULT

15.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the OWNER reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the OWNER's rights of receiving reparation for the resulting damage.

15.2 The OWNER may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.

16. CHANGE IN CONSTITUTION

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

17. MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

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

18. CONTRACTOR'S OFFICE AT SITE

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

19. CONTRACTOR TO INDEMNIFY THE OWNER

19.1 The contractor shall indemnify the OWNER and every member, officer and employee of the OWNER, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the OWNER for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The OWNER shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the OWNER indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

19.2 If any action is brought before a Court, Tribunal or any other Authority against the OWNER or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any

acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

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

20. SAFETY REGULATIONS

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

21. OTHER AGENCIES AT SITE

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

22. LIENS

22.1 The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

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

23. TERMINATION FOR OWNER's CONVENIENCE

23.1 The OWNER, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the OWNER's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.

23.2 The Goods that are complete and ready for shipment/ dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the OWNER on the terms and prices mutually agreed at that time.

23.3 For the remaining Goods, the OWNER may elect:

(a) To have any portion completed and delivered at the Agreement terms and prices and / or

(b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or

(c) To pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.

24. PAYMENT IF THE CONTRACT IS TERMINATED

24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15 of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.

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 timescale of the main steps in the carrying out of his obligations, and showing at least:

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

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

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

27. PROGRESS

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

27.2 The planning is to be updated regularly by the Contractor, and is reviewed when the OWNER so requests, any time particular circumstances significantly affect the elements that were considered 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 to improve the rate of progress, which measures must 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 always maintain adequate insurance coverage during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

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

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

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

i) EMPLOYEES STATE INSURANCE ACT:

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

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

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

ii) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

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

The policy shall indicate:

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

iii) TRANSIT INSURANCE

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

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

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

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

The policy shall indicate:

1. Contract No./ Work Order no.
2. Complete scope of work
3. Site/ location details

4. Type of risks covered.
5. Validity period of the insurance coverage

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

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

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

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

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

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

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

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

37. DATE OF COMING INTO EFFECT

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

38. Execution of work

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

39. CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained, and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

40. CARE OF WORKS

40.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

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

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

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

42. OWNER MAY DO PART OF WORK

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

43. POSSESSION PRIOR TO COMPLETION

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

44. SUSPENSION OF WORKS

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

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

45. CARE OF WORKS

45.1 Defects prior to taking over:

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

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

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

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

45.2 Defects after taking over:

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

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

46. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

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

46.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by

the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

47. DEFENCE OF SUITS

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

48. DEDUCTIONS FROM THE CONTRACT PRICE

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

49. COMPLETION CERTIFICATE

49.1 Application for completion certificate:

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

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

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

49.2 Completion certificate:

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

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

49.3 COMPLETION CERTIFICATE DOCUMENTS:

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

i) The technical documents according to which the WORK was carried out.

ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.

iii) COMPLETION CERTIFICATE for `embedded' and `covered' up work.

iv) Certificates of final levels as set out for various works.

v) Certificates of tests performed for various WORKS.

vi) Material appropriation, Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

50. FINAL DECISION AND FINAL CERTIFICATE

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

51. CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

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

52. CONTRACTOR'S RESPONSIBILITY

52.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.

52.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the OWNER. In case of default by the contractor, OWNER will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or OWNER may take suitable action at the risk & cost of Contractor.

52.3 **Accommodation/ Transportation/ Conveyance/ Medical**: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and OWNER shall have no obligation in this respect. The OWNER shall not be responsible for providing any medical assistance to the contractor personnel.

52.4 **Discipline**: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.

52.5 **Gate pass/ Identity Card/ Uniform**: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

53. MODIFICATION IN CONTRACT

53.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by OWNER by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

53.2 OWNER shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

54. RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

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

55. SUB-LETTING OF CONTRACT

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

56. EMPLOYMENT LIABILITY OF CONTRACTOR

56.1 The Contractor shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and OWNER shall have no responsibility towards them.

56.2 The Contractor shall be directly responsible and indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

56.3 The Contractor shall indemnify the OWNER against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

56.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

57. COMPLIANCE OF LAWS

57.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

57.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

57.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.

57.4 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the OWNER's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of OWNER.

57.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.

57.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by OWNER for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.

57.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipments shall be arranged by OWNER.

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

58. THE ENGINEER-IN-CHARGE

58.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.

58.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.

58.3 Order the Contractor to remove or replace any workmen whom the OWNER considers incompetent or unsuitable and opinion of the OWNER representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the OWNER.

59. REPATRIATION AND TERMINATION

59.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by OWNER immediately.

59.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the OWNER for the same.

59.3 Also, OWNER will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

60. INDEMNITY

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

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

61.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.

61.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer -in- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in

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

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

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

62. JURISDICTION

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

63. FORCE MAJEURE

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

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

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

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

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

CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF MDPE NETWORK AND GI / Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL, AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN JHANSI IN THE STATE OF UP

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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1.0 DEFINITIONS AND INTERPRETATIONS

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

1.1 Definitions

Bid Documents	shall mean documents issued to the bidder pursuant to IFB and listed in ITB Clause 6.0
Effective Date	shall mean the date on which Contractor's obligations will commence and that will be the date of Fax of Intent.

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 Registration for PNG connection, Laying of MDPE Network and GI/Cu installation work along with registration of Domestic Customers and connectivity works for domestic, commercial and Industrial customers for CUGL GA's in Jhansi in the state of UP as per the specifications and other details given in tender document. Free issue materials will be issued to contractors from CUGL's stores located in Jhansi city 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 Jhansi city as per instruction of CUGL.

3.3 Bidders shall also be responsible for liasoning 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.

3.4 It is intended to engage contractors to work in Jhansi city. The requirement of number of contractors for Jhansi 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 Five (05) nos. contractors for work in Jhansi city in the State of UP. Total work/ quantities mentioned in SOR is for Jhansi city & to be executed in one year.

3.5 Bidder shall depute qualified and trained fire & safety officer at site of execution.

3.6 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.

3.7 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.

3.8 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.

3.9 The contactor shall make own arrangements to provide all facilities like boarding and transport etc to his employees/ workers engaged by the contractor.

3.10 Contractor shall maintain proper record of his working employee's attendance and payment made to them.

3.11 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

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

4.0 INSPECTIONS AND TESTS

4.1 During execution of work, the works shall be inspected by the Owner or its authorised representative for acceptance of the same.

4.2 For all bought out items, contractor will appoint Third Party Inspection Agency (TPIA) for inspection of materials in line with Indicative QAP provided in tender documents. Charges of TPIA shall be borne by Contractor.

4.3 The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications after receipt at site.

4.4 If any inspected or tested material fail to conform the specifications, the Owner/ Consultant may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Owner/ Consultant.

5.0 STATUTORY VARIATIONS IN TAXES

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

6.0 TERMS AND MODE OF PAYMENT

6.1 Advance

6.1.1 The Owner will not pay any advance.

The Payment terms shall be as follows:

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

6.1.2 **PE And Related Work (For MDPE laying through all methods)**

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 Site Progress Reports and 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/Cu 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 appliances & submission of JMR documents.

v) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials.

6.1.4 For Liasoning

i) 50% Payment on receipt of demand note from Land owning Agency within 60 days from date of receipt of application and Work will be Started & Continued During this Period.

ii) 40% Payment on receipt of N.O.C. from land owning authority & return of original Bank Guarantee of CUGL within period of 3 months after completion of work.

iii) Balance 10% on completion of all works in all respects and closure of contract.

6.1.5 For Restoration of excavated works

i) 60% progressively on completion of individual item work as certified in monthly progress.

ii) 30% Payment on receipt of N.O.C. from land owning authority & return of original Bank Guarantee of CUGL.

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

6.1.6 Other Works (Not Covered Above)

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

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 GST regulation complied invoices on monthly basis for works carried out duly certified by Engineer-in-Charge in triplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.

7.2 The payment shall be released within 30 days from the date of receipt of invoice, if found to be in order and duly certified by PMC.

7.3 Owner will release payment as per SCC cl. No. 6.

7.4 The Payment shall be released through RTGS only.

8.0 COMPENSATION FOR IDLE TIME

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

9.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

9.1 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.

10.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

10.1 The Contractor will strictly adhere to Health Safety and Environment policy as stated in Technical Specifications Vol. II of II of this Bid document and owner's policies attached to the SCC.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.

10.7 Penalties for violation of HSE shall be imposed as per clause 24 of SCC & Owner's policies.

11.0 PROVIDENT FUND

11.1 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.

11.2 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.

12.0 POWER AND WATER CONNECTION

12.1 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.

13.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

13.1 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.

14.0 CONDITIONS FOR ISSUE OF MATERIALS

14.1 Whenever any material is issued by Owner, following conditions in addition to other conditions as specified in the contract shall be applicable.

14.2 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.

14.3 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.

14.4 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.

14.5 No material shall be allowed to be taken outside the owner's store without a gate pass.

14.6 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

14.7 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.**

14.8 In case of any manufacturing defect found in free issue material, same shall be communicated to Engineer-In-Charge in writing within 15 days from the date of issue of such material and return the same at OWNER store within 30 days from the date of issuance.

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

15.1 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).

16.0 CONTRACTOR'S OBLIGATION AT SITE

16.1 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 (including consumables), file rack, AC etc. for effective communication and documentation.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 Contractors shall provide cell phones to their supervisors for day-to-day communication with OWNER and site representatives of OWNER.

16.7 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.

16.8 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.

16.9 Any change in key persons working at site shall be informed to the Owner promptly.

16.10 1 No. – Four-wheeler with driver. It shall be well equipped with tools and tackles for attending any emergency complaints and ongoing execution work.

16.11 Contractor shall complete all the activities defined in clause no. 17.1 & 17.2 above within 30 days from the date of FOI.

17.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

17.1 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.

17.2 The full replacement or repair costs of all damage’s items will be recharged to the contractor.

17.3 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 months & reconciliation statement shall be submitted to CUGL.

17.4 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. 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 allowance	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.)	0.5 % (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.

17.5 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.

17.6 Any payments due to the Contractor may be withheld to cover these charges.

17.7 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.

18.0 COMPLIANCE WITH LAW

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

18.1.1 Apprentices Act.

18.1.2 Contract labour (Regulation & Abolition) Act.

18.1.3 Employers Liability Act.

18.1.4 Environment Protection Act.

18.1.5 Factory Act.

18.1.6 Industrial Dispute Act.

18.1.7 Minimum Wages Act.

18.1.8 Payment of Wages Act.

18.1.9 Workman Compensation Act.

18.1.10 Building and Other Construction Workers (Regulation of Employment and Condition of service) Act, 1996

18.1.11 Goods & Service Tax provision

18.1.12 Any other Statute, Act, Law as applicable.

19.0 INSURANCE

19.1 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.

19.2 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price.

19.3 Contractor as far as possible shall cover insurance with Indian Insurance Companies.

20.0 STATUTORY APPROVALS

20.1 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.

20.2 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.

20.3 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.

21.0 SITE CLEANING

21.1 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.

21.2 The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer–In–Charge.

21.3 No extra payment shall be paid on this account.

22.0 WORKMANSHIP

22.1 Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.

22.2 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.

22.3 The Engineer-in-Charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

23.0 PENALTIES

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

23.1 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 23.3.

23.2 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 23.3.

23.3 Either of the case as in clauses 23.1 & 23.2 above shall attract penalty of Rs. 1000.00 per instance. Any subsequent instance shall attract penalty of Rs. 5000.00 per instance with a notice to contractor.

23.4 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.

23.5 In case of installation of contractor's supplied material without inspection and prior approval of PMC/Site in charge, Rs. 5000/- per instance shall be levied from the running bills.

23.6 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.

24.0 Monthly Targets:

Monthly target of each contractor against the total target of **450 nos**. of connection shall be as follows:

Months	**Connections in Project Area**	**Connections in Online /Charged Area**	**Total Monthly**
1st Month	50	10	60
2nd Month	80	20	100
3rd Month	110	30	140
4th Month	150	50	200
Total Target	390	110	500

Registration for Connection:

Sr.	**Registrations Scope**	**New Project Area**	**Online/Charged Area**
1	Contractor's Scope	195	0
2	CUGL Scope	195	110
	Total	390	110

If CUGL provides less numbers of Registration in Online / Charged Area, the same nos. connection shall be added in the Monthly Target of Connections in the Project Area.

25.0 PENALTY AGAINST TARGET, JMR SUBMISSION & CLOSURE:

25.1 Penalty against the non-achievement of RFC target shall be same as mentioned below.

Project/Online/Charged Area:

Sr. No	Description	Amount of Penalty
1	Monthly Achieving of target ≥ 100%	No Penalty
2	Monthly Achieving of target <100%	₹ 5000.00 For Each Non-Achieving RFC

25.2 Monthly target for the purpose of penalty will be of available connections upto 10th day of the month for the 50% of registrations to be provided by CUGL in Project areas and 100 % of the registrations in Online/Charged areas.

25.3 Monthly penalty amount shall be held from RA Bills on the basis of cumulative achievement of connections in project and online areas.

25.4 Initially, the monthly penalty amount shall be held 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 achieved during the entire contract period.

25.5 If CUGL Fails to Provide 50% Registrations in Project Area and 100% Registration in Charged Area, the same Nos. of PNG Domestic Connections shall be Waived Off from Penalty Calculation.

25.6 Penalty shall be Calculated based on Work Order Period of 04 Months or the Extension thereof for the reason not attributable to contractor.

25.7 JMR Submission will be performed within 30 days of RFC, otherwise penalty of ₹50.00 per day and Maximum Penalty of ₹500.00 will be Implemented.

25.8 Payment against the extra GI piping work for more than 15 meters per connection shall be collected by contractors directly at their own end. The rate for extra GI/meter shall be as per SOR.

25.9 Final Closure with Final Billing along with all necessary documentation must be completed within 90 days of the expiry of W.O. In case of failure penalty will be imposed at a rate of ₹25,000.00 Per Week and maximum up to ₹5,00,000.00.

25.10 10 % Amount of BG issued by CUGL against Permission shall be kept on hold on Contractor's Bill / Invoice on executed amount till the release of Bank Guarantee issued by CUGL against permission from Govt. authorities.

25.11 Sub-Contracting will not be allowed for PE Laying / GI installation work.

26.0 COMPLETION DOCUMENT

26.1 Contractor in three sets 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-graphs, Pneumatic testing, Commissioning reports and other Test reports.

26.1.2 Consumption statements of free issue materials certified by Owner's Site Engineer.

26.1.3 Material Reconciliation.

26.1.4 All other requirements as specified in the respective specifications.

26.1.5 Completion Certificate issued by Owner's Site Engineer.

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

Abnormal High Rate (AHR) items

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

A) Average rates of the item of all the qualified bidders

B) The rate estimated at the time of tendering.

C) In case the overall quote of the qualified L-1 bidder is less than the overall estimate, then the rate of contractor arrived after applying the same percentage of difference by which his overall quote was lower than the overall estimate.

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

29.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

29.1 Contractor will place timely orders on Owner's approved vendors 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 / owner representative. The report of same shall be submitted to CUGL 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:

Sr. Manager (C&P)
Central UP Gas Ltd.,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur,
Kanpur
Uttar Pradesh 208 024

Telephone : 0512-2582455/ 2585001
Email : kkgupta@cugl.co.in / sbhatia@cugl.co.in

CONSULTANT:

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

CENTRAL UP GAS LIMITED (CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF MDPE NETWORK AND GI / Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL, AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN JHANSI IN THE STATE OF UP

SECTION - V

FORMS AND FORMATS

F-1

BIDDER'S GENERAL INFORMATION

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2
BID FORM

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

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

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir,

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

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

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

Place:
Date:

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

FORMAT F-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref..... **Bank Guarantee No.....**

Date.....

To,

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

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir(s),

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

_____

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

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

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

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

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per
Power of Attorney No. _____
Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper

2. The expiry date should be arrived at in accordance with "ITB: Clause-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 along with documentary evidence.

F-4A

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

(VOID)

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R006 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Kanpur, Unnao and Bareilly in the State of UP

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,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: …….. @ ……

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: …….. @ ……

[3] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: …….. @ ……

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

F-6

"NO DEVIATION" CONFIRMATION

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir,

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

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

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir,

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:
Name:

Designation:

Seal:

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:
Name:

Designation:

Seal:

F-9

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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

5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 2 working days of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of KANPUR Courts.

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

_____

Bank by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

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

F-10

AGREED TERMS & CONDITIONS

To,

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

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	SEC----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Contract duration 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 04 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ CUGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:
Date:

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

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir,

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

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

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

We are unable to bid for the reason given below:
Reasons for non-submission of bid:

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

F-12
UNDERTAKING ON LETTERHEAD

To,

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

Subject: Tender no. P.014714 G11031 R006 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Kanpur, Unnao and Bareilly in the State of UP

Dear Sir

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

Place:
Date:

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

F-13
BIDDER'S EXPERIENCE IN LAST SEVEN YEARS

To,

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

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

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

Place:
Date:

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

F-14
CHECK LIST

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

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

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

Place:
Date:

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

F-15

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Dear Sir,

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

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

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

Yours truly,

for …… (Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Stamp

F-16
FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of the Audit Firm:

Chartered Accountant:

Place:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.

UDIN No.

Instructions:

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

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

To,

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

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

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

Form F-18

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

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

F-19
PF Registration

To,

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

Subject: Tender no. P.014714 G11031 R009 for Laying of MDPE Network and GI/Cu installation work for Domestic, Commercial and Industrial Customers for CUGL GA's in Jhansi in the State of UP

Dear Sir,

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

PF Registration No:

District & State:

SEAL AND SIGNATURE OF BIDDER

CENTRAL UP GAS LIMITED(CUGL)

CITY GAS DISTRIBUTION PROJECT

LAYING OF MDPE NETWORK AND GI / Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL, AND INDUSTRIAL CUSTOMERS CUGL GA'S IN JHANSI IN THE STATE OF UP

SECTION - VI

SCHEDULE OF RATES

AVAILABE ON E-TENDER PORTAL
(SUBMIT ONLINE ONLY)

TRACTEBEL ENGIE	SCHEDULE OF RATES FOR LAYING OF MDPE NETWORK AND GI / Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN JHANSI IN THE STATE OF UP	TENDER NO. - P.014714 G11031 R009

Owner : Central UP Gas Ltd.	
Name of Bidder:	
Currency: INR	

S.No.	ITEM DESCRIPTION	UNIT	QUANTITY	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 4= 2 * 3
PART-I	PE SECTION	1	2	3	4
	Receiving, handling, loading, transportation and unloading of owner supplied MDPE pipes from Owner's designated stock yards to Contractor's own stock-yards/ work-sites. Proper storing, stacking, identification, providing security and insurance cover for the materials. Procurement and Installation of PE Fittings, PE Valves, Transition Fittings, Warning Mats, HDPE Pipes and other items required for execution shall also be in Contractor's scope. Preparation of detailed route plan, 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-incharge. Dewatering of trenches / pits if required as per site condition.Repairing of all damaged utilities if any, and payment of any compensation (if claimed by owner / other utility agencies). Trenching to the required depth in all type of surface (however putting up sufficient protection/casings whithout any additional cost at locations where proper depth cannot be attained), uncoiling / stringing of pipes, jointing of the pipe ends/ fittings/ valves by qualified personnel, using approved electro fusion techniques as per the specification.				
	Preparation and getting approval of schedules, execution procedures, drawings/ sketches/ wherever required, making trial pits to determine the underground utilities/ services etc., restoration of the abandoned trial pits to original condition.				
	Lowering the MDPE pipe line in trench, padding around pipeline with suitable soil, laying of PE warning mat over the pipeline along the complete route and backfilling with available excavated material, if suitable, after screening or procurement of suitable sand/ soil as per directions of EIC/ Site-In charge. Compaction with manual techniqe/ jumping jack compactor and water at subsequent layers of 150mm, placement of all tiles/ slabs/ curb stones etc. removed during excavation. Roads, pavements, footpaths etc. shall be made motorable wherever pipeline is laid. Cleaning the area of all unserviceable materials, debris, excess earth near trenches to the designated disposal area as per specifications, instructions of land owners/ EIC to the complete satisfaction of local authorities. The laying shall be carried out by any methodology as per specification in consultation with EIC. The list of areas where the pipeline to be laid/ allocation of work will be done after awarding of the tender. The quantities are tentative and it may be changed during the tenure of contract as per the requirement of the Owner.				

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	Procurement & installation of GI Sleeves, 2.5" NB x 300 mm length to 3" NB x 300 mm length GI Sleeve / Half Round Concrete Sleeves for domestic connections/ commercial and industrial installations as per Instruction of Owner/Owner's representative for satisfactory completion of job. Excavation, breaking through any obstructions, insertion of pipe, sealing the annulus, firm 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 pipe as defined in technical specification / instruction of EIC.					
	Preparation and getting approval of schedules, execution procedures, drawings/ sketches/ wherever required, making trial pits to determine the underground utilities/ services etc., restoration of the abandoned trial pits to original condition.					
	Preparation, Certification and submission of (DPR) daily progress reports, graphs, As-built drawings, crossings details, utility graphs and deviation statements. Restore all surrounding ground features to that as existing before and as directed by EIC, which would include replanting of any uprooted trees etc. Pneumatic testing and commissioning as per specification and approved procedures, providing all tools and tackles, test ends, Nitrogen, instruments, manpower and other related accessories as per the instructions of the EIC. Returning of all unused material to Owner stores on completion of Gas Charging. Submission of all documents required for contract closure as mentioned in the contract. Any other activities related to operation / safety / statutory / maintenance of the works not mentioned above shall also be covered under the Scope of work and has to be completed by the Contractor within specified schedule without any extra cost to Owner.					
	Final clean-up of right-of-use or area disturbed by contractor during their construction activities for laying of pipeline works and disposal of debris and surplus material to designated disposal areas and backfilling of trench and compaction of the same as per satisfaction of Owner and / or as directed by Engineer–in–charge.					
	Handing over the completed works to Owner for their operation/ use, reconciliation of material area wise					
	Includes laying of pipeline in all type of surface i.e. all kinds 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.					
	Laying using any method (Open trench including chipping method, Moling and/or HDD) with or without casing, it Includes survey of the under ground utilities, submission of site plans/layout drawings and HDD profiles for approval by EIC, execution of the work as per the specification, including excavation of the pits, moling with hole size not exceeding 20% of the the pipe dia. Jointing and insertion of the carrier pipe in casing pipe (on case to case basis) and subsequent backfilling, compaction, submission of as-graphs and as-built drawings as per the attached specification and the instruction of EIC/ Owner.					
	Any other activities not mentioned / covered explicitly above, but otherwise required for satisfactory completion / operation / safety / statutory / maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified schedule at no extra cost to Owner. All the work shall be executed in accordance with the provision of contract.					
1.1	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	m	28,000		
	b	32 mm Dia	m	95,200		
	c	63 mm Dia (Excluding HDD with casing)	m	31,920		

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	All service lines left out initially during mainline laying, shall be laid under above mentioned SOR within six months of gas charging of a particular area. Wherever service lines are to be laid after dismantling nalah / drain, additional cost for dismantling and repairing shall be separately payable under restoration SOR item no. 13				
1.2	MDPE Pipe line laying by HDD / Rock HDD Other Method, with Casing (Including Supply of HDPE / Steel Casing Pipes)				
	Survey of the under ground utilities, submission of HDD profile (excluding road and nalla crossings) for approval, execution of the work as per the standard procedure attached, including excavation of the pits, Jointing of casing and carrier pipe and insertion of the carrier pipe in contractor supplied casing of dia ranging from 110mm to 250mm, subsequent sealing of casing, backfilling, compaction, submission of as built graphs, final HDD profiles as per attached specification and the instruction of EIC / Site Engineer of Owner. The other activities are as per SOR Item No. I and as detailed in specification and as per the instructions of the EIC / Site engineer of Owner. The payment shall be made for length of casing pipe laid in HDD, remaining carrier pipe length without casing shall be paid under SOR item no.1.1.				
	a — Laying of 63 mm Dia MDPE by HDD method with HDPE Casing of 125 MM Dia.	m	1,680		
	b — Laying of 125 mm Dia MDPE by HDD method with HDPE Casing Pipe of 250 MM Dia.	m	704		
	c — Laying of 125 mm Dia MDPE by Rock HDD method with Steel Casing Pipe of 250 MM Dia.	m	200		
	MDPE Pipe line laying in all type of surface by open trench method / Moling; With or Without Casing				
1.3	Laying of pipeline in all type of surface by open trench method after raking up of surface of any type . Roads, Pavement, Footpaths, Kutcha etc. shall be made motorable once the pipeline is laid. The other activities are as per SOR Item No. 1 and as detailed in specification and as per the instructions of the EIC / Site engineer of Owner, (Refer Drg No.....)				
	a — 125mm dia	m	10,416		
	MDPE Pipe line laying by HDD Method, without Casing				
1.4	Survey of the under ground utilities, submission of profile for approval, execution of the work as per the standard procedure attached, including excavation of the pits, Jointing and insertion of the carrier pipe, subsequent backfilling, compaction, submission of as built graphs and final HDD profiles as per attached specification and the instruction of EIC / Site Engineer of Owner. The other activities are as per SOR Item No. 1 and as detailed in specification and as per the instructions of the EIC / Site engineer of Owner				

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	a	125 mm Dia HDD without casing	m	5,880		
1.5	MDPE Service Line laying in old Projects & O&M areas					
	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 Gl Sleeves, 2.5" NB x 300 mm length Half Round Concrete Sleeves for domestic connections, 3" NB x 300 mm length Gl 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 ElC.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. 1.5 (a) more than 4 meters shall be paid under SOR no. 1.5 (b).					
	(a)	For pipe length of 20/32 MM up to 4 meters	Nos	1,400		
	(b)	Per meter rate for pipeline more than 4 meters	Mtrs	5,600		
	Note: If length of individual O & M service line exceeds 4 mtr, payment shall be made for 4 mtr through SOR line item 1.5 (a) and balance length (i.e. total length of individual O & M service line(-) 4.0 mtr) will be paid from SOR line item 1.5 (b)					
1.6	Jointing, Testing, Commissioning and documentations of already laid pipeline.					
	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) & replacement of defective fittings , if required					
	(A)	20 mm Dia	Mtrs	100		
	(B)	32 mm Dia	Mtrs	100		
	(C)	63 mm Dia	Mtrs	100		
	(D)	125 mm Dia	Mtrs	100		
2	Excavation of Hard rock and Morrum / Boulder:					
	Trenching of Hard Rock is defined as trench material with a single piece of rock, 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; The rates are payable over and above the Laying rates as per relevant SOR item no 1.1 and 1.3.					
	a	Excavation of Hard Rock:	CU.M	1,500		

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	Trenching of Morrum (red soil) and boulders of size above 300 mm excavated using manual/pneumatic chisel 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; The rates are payable over and above the Laying rates as per relevant SOR item no 1.1 and 1.3					
	b	Excavation of Morrum/Boulder:	RM	58,000		
3	Fabrication & Installation of Pipeline Markers:					
	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	2,856		
	b	Pole markers with foundation as per Drawing No….. and instructions of EIC and specification.	Nos	952		
	c	Plate marker as per Drg No…...	Nos	7,000		
4	LIASONING WITH LAND OWNING AGENCIES FOR PERMISSION					
	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 & 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. 1.5 are not applicable;					
	a	MDPE Pipe Size All Diameter	m	1,30,000		
PART II	GI / COPPER SECTION					
	Supply & Installation of Powder Coated GI Service Pipe & Fittings- By Threaded Piping Method					

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	Assessment of material requirement for installation at site, Order placement and Purchasing of Powder coated Gl 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.				
5	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	84,000		
2	3/4'- GI Pipe- All Floor	M	1,400		
3	12 MM Cu Pipe Inside Kitchen	M	200		
4	Welded Riser-3/4"	M	560		
5	Welded Riser-1"	M	50		

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	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	1,400		
	2	1/2"' GI Pipe- all floors above more than 4 mtrs (Lemgth upto 4 meter shall be claimed in 5b.1 and qyantity over 4 meter shall be claimed in 5b.2).	Mtrs	9,800		
	Note: 1.GI, Cu, brass fittings shall not be counted separately. It shall be measured along with GI & Cu pipe.					
	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	100		
	Note:	Any extra laying of pipeline more than the installed pipeline shall be paid as per SOR item No.5A				
6	Testing and conversion of Domestic Appliances					
	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	21,000		
	Note: Payment of NG Conversion shall be paid based on number of Burners converted from LPG to PNG					
7	Registration for Domestic Connection & Detail Servey of old pending registration					
	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.					
	a	Registrations	Nos	2,800		
PART -III	Civil Works					

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	Foundation works: (Excavation, Providing and Laying Reinforced Cement Concrete (M-25)					
8	Excavation in any plane & dimension including disposal of excavated earth up to any lead in all conditions, backfilling using serviceable earth and disposal of surplus and unserviceable earth. Soil to be levelled and properly compacted complete in all respect as per scope of work, technical specification and directions of EIC. Providing and laying REINFORCED CEMENT CONCRETE OF M-20 Grade (Concrete shall be design mix / nominal mix) with 20mm & down size graded crushed stone aggregates in NON SUSPENDED slabs/pavement slabs including pedestals, ramps etc., laying in alternate panels to required slopes, all necessary form work and finishing the top surface rough or smooth as required and directed, providing pockets/openings etc. including vibrating, tampering, curing, rendering and making smooth if required in any position, shape, level and thickness etc. as specified and directed by EIC. The rates include grouting of pockets, supply of material, shuttering, tools & tackles, Reinforcement etc.		CU.M	3		
	Foundation works: (Excavation, Providing and Laying Plain Cement Concrete (1:2:4))					
9	Excavation in any plane & dimension including disposal of excavated earth up to any lead in all conditions, backfilling using serviceable earth and disposal of surplus and unserviceable earth. Soil to be leveled and properly compacted complete in all respect as per scope of work, technical specification and directions of EIC. Providing and laying PLAIN CEMENT CONCRETE (PCC) (1:2:4) (Concrete shall be design mix / nominal mix) with 20mm & down size graded crushed stone aggregates in NON SUSPENDED slabs/pavement slabs including pedestals, ramps etc. leaving pockets, laying in alternate panels to required slopes, all necessary form work and finishing the top surface rough or smooth as required and directed, providing pockets/openings etc. including vibrating, tampering, curing, rendering and making smooth if required in any position, shape, level and thickness etc. as specified and directed by EIC.		Cu. M	3		
	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	15		
	b	RCC Valve Chambers- Size (L x W)- 2m x 1 m	Nos	2		
	c	Brick Valve Chambers- Size (L x W)- 1.5m x 1 m	Nos	50		
	d	RCC Valve Chambers- Size (L x W)- 1.5m x 1 m	Nos	5		
	INSTALLATION OF SERVICE REGULATOR					
11	Receiving, Handling, loading, transportion & 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 if 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	50		
PART- IV	RESTORATION OF EXCAVATED WORKS					
	Restoration to orignal conditation surface like asphalted/Bituminous Road,Concrete Pavement, Agra/ Kota Stones/ Tiles(Chequered/ Interlocking. Etc.)					

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12	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 lncharge. 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 owing agencies and Owner. Bidder has to provide No objection certificate from land owning ageny. The payment against this item shall be made after reciept of No objection certificate.					
	a	Kaccha marg (Included in MDPE laying rate of Project and Online Charged areas.)	Sq.mt	19,927		
	b	Temporary brick surface	Sq.mt	12,454		
	c	Permanent brick surface	Sq.mt	7,473		
	d	Cement Concrete	Sq.mt	3,985		
	e	Interlocking tiles	Sq.mt	4,982		
	f	Hotmix plant Surface	Sq.mt	721		
PART-V	INDUSTRIAL & COMMERCIAL WORK					
13	Supply & Installation of MS pipes & fittings					
	Supply & Installation ofMS pipes & fittings, Installation of meter, regulators,filter, Valves etc. including NPT threading, as specified, Drillings of holes through the walls (Brick, RCCI, Granite, Marble, Wood Cutting, Glass Cutting with proper heavy duty hammer drill machine, tools & tacklet using proper sealant/grout material and colours to match the original replacement of the damages during drilling, restoring the area to the original conditior! Painting of pipe and fittings after proper surface finish by one coat of approved primer paint and two coats of approved synthetic enamel paint.					
	Assessment of material requir'ement for installation at site, Purchasing of MS Pipes & fittings from approved /recommended vendors ofCUGL, Scheduling, Planning ofmaterial & 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, Filter, Isolation Valves and other free issue items as defined in specification from 0wner'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 meter outlet connection (as per drawingJ and ensuring installations in well ventilated area.					
	Supply & fixing of approved clamps & nylon rawl plugs with SS 304 2" screws, grout material, suitable thread sealant i.e. Teflon Tape, foining oftransition fitting to above ground MS pipes, testin& Jumper, purging and commission of the complete installation.					
	13.1	Supply and installtion of 3/4" & 1" MS pipe	Mtr	0		
	13.2	Supply and installtion of 1.5" & 2" MS pipe	Mtr	0		
14	Installation of Equipment and Valves					
	14.1	Installation of non domestic Diagphragh meter (Inclusive of supply & installation of 1 no. Ball Valve)	Nos.	10		

S.No.	ITEM DESCRIPTION		UNIT	QUANTITY	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 4= 2 * 3
	14.2	Installation of RPD meter with EVC (lnclusive of supply & installation of 1 no. Globe Valve)	Nos.	5		
	14.3	Installation of threaded Non-Domestic regulator	Nos.	10		
	14.4	Installation of flanged regulator	Nos.	30		
	14.5	Installation of commercial filter	Nos.	30		
	14.6	Installation of Pressure gauges & Vent Pipe	Nos.	30		
	14.7	Fencing to cover the installation	Nos.	30		
15	Supply & Installation ofTATA BIue Sheet					
	15.1	Supply of all material, including erection and installation of TATA Blue Sheet [0.4 to 0.5 mm thick) tor Shed, as per specification enclosed and instruction ofEngineer-in-Charge.	Sqm	20		
16	Installation of DRS/MRS for PNG supply. (DRS - Capacityupto 5000 SCMH)					
	16.1	Loading,Transpoftation of DRS/ MRS from Owner's designated store/ site to another site. Also includes unloading ofthe regulating systems, shiffing ofskids on the platform / foundation using cranes / hydra as required as per the site condition.	Nos.	3		
	A	**TOTAL PRICE EXCLUSIVE OF GST & BOCW TAX**				
	B	**BOCW Tax @ 1% on A**				
	C	**GST @ 18% on A +B**				
		TOTAL PRICE INCLUSIVE OF GST & BOCW TAX				

Notes:	
1	**The SOR items would be operable as per job requirement**
2	**The general activities related to laying of PE pipe, installation of GI / Cu pipe as defined in tender document**
3	**The scope as mentioned in the above SOR is of indicative nature only and shall include all activities as detailed in the relevant clauses of the specifications.**
4	**Any other material & activities not mentioned/covered above but otherwise required for satisfactory completion /safety of work as defined in tender has to be supplied / done by contractor within specified schedule at no extra cost to owner.**
5	**Prices quoted shall be all inclusive of all taxes / duties (excluding GST) and nothing extra shall be payable by the Owner except for statutory variation in GST**
6	**The above quantities are tentative and may vary considerably depending upon site condition, methodology adopted as per site requirement with due approval of Owner / Consultant.**
7	**The SOR shall be read along with the relevant clauses of laying of MDPE Network, Gl / Copper installations, Vol II of II which is provided in the tender document**

Seal & Signature of Bidder

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

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