



CENTRAL U.P. GAS LIMITED
(CITY GAS PROJECT IN KANPUR, BAREILLY & JHANSI)

**BID DOCUMENT FOR RATE CONTRACT FOR
THE CS PIPELINE LAYING AND ASSOCIATED
WORKS IN KANPUR GA FOR CITY GAS
DISTRIBUTION PROJECT OF M/S. CENTRAL
U. P. GAS LIMITED, FOR THE PERIOD OF 02
YEARS**

BID DOCUMENT NO : CUGL/C&P/TEN2627/15

THROUGH E-TENDERING MODE

OPEN DOMESTIC COMPETITIVE BIDDING

TECHNICAL DOCUMENTATION
COMMERCIAL, VOL. I OF II

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IFB
(INVITATION FOR BID)

SECTION -I

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



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

INVITATION FOR BID (IFB)

Bid Document No.: CUGL/C&P/TEN2627/15

Date: 09.06.2026

To,

Kind Attn:

Dear Sir,

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

1.	Project	City Gas Distribution
2.	Name of Work	Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.
3.	Scope of Work	As per Tender Document
4.	Contract Period	As per Tender Document
5.	Bid Validity	120 days from the bid due date
6.	Bid Security/EMD	Rs. 15,30,600/-
7.	Pre-Bid Meeting	<u>15.06.2026; 11:30 Hrs.</u>
8.	Bid Due Date with Time	<u>23.06.2026 up to 15:00 Hrs.</u>
9.	Type of Bid	Two Bid System
10.	Basic of Evaluation	Package Basis

Bidders to quote for complete items as per SOR. Please note that Owner intends to evaluate and finalize this Tender on Package Basis.

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

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

(Shekhar Devidas Kankrej)
Sr. Manager (C&P)

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

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

ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Organisation

BEC
(BID EVALUATION
CRITERIA)

SECTION -II

(BID EVALUATION CRITERIA)

A. Technical:

The bidder should have satisfactorily executed pipeline contract/order i.e. (in a single contract/ order) of minimum executed value of Rs 1.91 Crores (including BOCW and GST) involving installation, testing, hook-up and mechanical completion of buried hydrocarbon steel pipeline of 4” or above diameter directly for any City Gas Distribution Company/ Hydrocarbon Industry in last 07 years (in India) reckoned from bid due date.

B. Financial

i. Annual Turnover

The bidder should have achieved minimum annual turnover of at least Rs 1.91 Crore as per their audited financial results during any one of the preceding three (03) financial years.

ii. Net Worth

Net worth of the Bidder must be positive as per the last audited financial statement for the preceding financial year.

iii. Working Capital

The minimum working capital of the bidder should be minimum Rs 38.27 Lacs as per the last audited financial statement of the immediately preceding financial year.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having a net worth of not less than Rs. 100 crores, confirming the availability of a line of credit to cover the inadequacy of the previous year and meet the current working capital requirement

C. Documents Required:

- a. Detailed Purchase Order/Work Order Copy
- b. Copy of SOR clearly describing the scope of work
- c. Completion/Execution certificate from owner (end user)/ consultant certifying executed amount against the said PO/WO and duration in which execution took place.
- d. Audited Balance sheet and Profit & Loss Certificate issued by Chartered Accountant.
- e. Any other requirement required against BEC Qualification.

In case of running contract, If the actual executed quantity/value (for partially executed contract) is equal to or more than the quantity/value indicated above one day prior to the due date of bid submission, the same shall also be considered for the meeting the single order quantity/value criteria, for which a certificate from the client showing executed quantity/value prior to due date of bid submission shall be submitted by bidder along with copy of work order/PO. The copies of work order/PO and execution certificate from the client should be duly certified/attested by the notary public with legible stamp.

Note:

- i. The Bidder shall be required to submit the Documentation and proof for above BEC requirements and Purchaser (CUGL) may at its discretion make additional checks for the same.*
- ii. It shall be noted that in case the bidder fails to submit requisite details/documents the bid submitted by them is liable to be rejected.*
- iii. CUGL's decision shall be final with respect to the bidder's qualification based on evaluation criteria.*
- iv. Bidder must quote for complete scope of work defined in the bid document. Bid submitted for part scope of work shall be considered as non-responsive and shall be liable for rejection.*

Note:

Bidders which are Barred/Blacklisted by any City Gas Distribution Entity in India, shall not be allowed to participate in the tender

If bidder fails to provide the requisite documents, CUGL reserves the right to reject the Bid.

Note

“ Financial Bid Documents”

Bidders are required to submit the single PDF in the name of ‘Financial Bid Documents’ of following documents:

1. Balance Sheet
2. ITR
3. CA certificates

CHECK LIST

Sl. No.	Description	YES/NO
1.	Tender document signed & stamped	
2.	Three year Audited Balance sheet (FY-2022-23, 2023-24 & 2024-25) alongwith ITR duly complied with UDIN	
3.	BEC Related documents as asked in BEC	
4.	<p>“ Financial Bid Documents” Bidders are required to submit the single PDF in the name of ‘Financial Bid Documents’ of following documents:</p> <ol style="list-style-type: none"> 1. Balance Sheet 2. ITR 3. CA certificates 	
5.	SOR Quoted	
6.	All forms and formats F-1 TO F-16 to be filled with all required details	
7.	Form F-16 - Dully certified by Chartered Accountant	
8.	Current Status of MCA portal	
9.	MSME/Udyam certificate (Small & Micro)	
10.	EMD/Bid Security (If bidder not MSME)	
11.	Copy of GST certificate	
12.	Copy of Pan	
13.	<p>To Join the video Pre-Bid Meeting on Microsoft Teams, click this link</p> <p><u>Pre Bid Meeting against tender for Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years Meeting-Join Microsoft Teams</u></p> <p>Join: <u>https://teams.microsoft.com/meet/47467820339421?p=nV1rJxr4VgIUZ1DFKR</u> Meeting ID: 474 678 203 394 21 Passcode: hb3xm3mF</p>	

Place:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Tender Methodology and evaluation of Bids

1. Rate Contract shall be finalized for a period of 02 years.
2. Bidders will have to quote Unit rates against each line item of SOR.
3. Bidders are required to quote for complete scope of work/ SOR. Partial bid shall be rejected upfront.
4. The price bids of all bidders shall be evaluated overall package basis, and the bidder offering the lowest evaluated cost shall be considered as the L-1 bidder.
5. The L-1 rates shall be offered to all techno-commercial qualified bidders, and all bidders who agree to match the L-1 rates shall be empanelled for a period of two (02) years under the rate contract in line with terms and condition of tender.
6. Based on site requirements, work shall be allocated to empanelled vendors at the discretion of the Engineer-in-Charge (EIC)/Management. Multiple vendors (two or more) may be engaged in the GA at any given time, depending on site conditions and project needs.
7. The tender is for finalising the Rate Contract of items, therefore:
 - a. There is as such no predefined value of any Work Order.
 - b. However, the Work Order value shall be decided on case-to-case basis, depending upon the quantum of work offered to the vendors.
8. The respective Work Order value shall be based on quantum of work as per site condition/requirement.
9. The contract period of each Work Order shall be decided considering the criticality of the work (NH Crossing, Railway Crossing, Water Body Crossing and other site conditions) as per the discretion of the EIC.
10. Based on the ranking, the empanelled bidders shall be offered the Work Order as per the project needs in line to discretion of EIC.
11. In case, if the bidder does not accept the Work Order or reject the offer after being empanelled, then another bidder, shall be offered the Work Order and the subject empanelled bidder will be barred from any further W.O. under the subject S.O.R.

Brief Scope of work:

1. Laying/ Installation, Testing, Commissioning and hook-up of 3 LPE coated CS pipes as per API 5L Grade X42/52 PSL-2 underground pipeline along with 125mm dia. MDPE Pipeline at certain pipeline stretches with associated facilities as per the requirement.
2. Pipe laying work also includes grading, stringing, welding, trenching, joint coating, lowering, crossings, tie-ins, NDT, backfilling, site restoration, hydro testing, dewatering, drying, and pre-commissioning activities of pipeline. Commissioning and Gas-in activities are included in the scope of Laying Contractor. The contractor shall be responsible for rectification of the system or part of the system during defect liability period which are attributable to the Contractor without any cost implication to the CUGL.
3. CUGL will Supply 3LPE Coated Steel Line Pipe, MDPE Pipe, MDPE valves and MDPE Fittings as Free issue materials from the designated stores. The Transportation of Free issue materials from CUGL stores to work site will be in the scope of the Contractor.
4. Contractor shall be responsible for Liaisoning of all permissions from respective statutory authorities i.e., PWD, NHAI, Nagar Nigam, Forest/central forest etc. Liaisoning for Permission from Statutory Authorities comprises carrying out detailed survey and preparing the drawing as per the requirement of statutory authority, applying for permissions, regular follow ups and obtaining the permission. CUGL shall be responsible only for preparing the letter towards application for permission and submission of demand note raised by statutory authorities.
5. All related Civil, Electrical, Cathodic Protection, Mechanical and Instrumentation work, Testing, Pre-commissioning, Commissioning and Final documentation including As-Built drawings and all responsibilities for Contractor attributable work till Defect Liability Period.
6. HSE & Quality Management.
7. Work Orders would be awarded to the Vendors as empanelled to work under the subject S.O.R.
8. Upon successful and timely completion of awarded work, there will be a provision for award of Next Work Order based on quantum of work to empanelled bidder. The Next Work Order shall be awarded only after reconciliation of free issue material and closure of previous WO, at the sole discretion of CUGL, based on performance during the contract period, evaluation/assessment of contractor shall be carried out as per the terms & condition of the tender.

9. Depending upon the length of the CS Pipeline to be laid/ Quantum of work involved/ Local conditions/ the completion period of each work shall be as per table below and shall be reckoned from the date of first notice of award:

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

Vendor shall be offered mobilization period of 15 Days to mobilize the required manpower & resources from the date of LOI. The completion period shall include the time required for preparation for drawings (if required), procurement & supply of materials (in contractor's scope) including their inspection & testing, mobilization at site, construction, laying, fabrication, erection, inspection, testing, rectifications, if any, retesting, pre-commissioning & commissioning to the satisfaction of the CUGL's Engineer-in-Charge.

10. CUGL reserves the right to increase/decrease the number of contractors in each area at the time of award as well as during the validity of contract based on project requirement, at its sole discretion.
11. Bidders shall be offered Work Order and the location of deployment, based on their Inter-se-Ranking.

ITB
(INSTRUCTION TO
BIDDER)

SECTION -III

INSTRUCTIONS TO BIDDERS
INSTRUCTION FOR ONLINE BID SUBMISSION
SECTION -A

NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.

Please note that in accordance with the general conditions of tender, CUGL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

1.0 BIDDING PROCEDURE

Bidding will be conducted through Open Domestic Tendering. Single Stage Two Bid system is adopted for this tender. The submission and opening of bids will be through e-tendering mode at <https://etenders.gov.in/eprocure/app>. Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official CUGL website www.cugl.co.in

Note: To participate in the e-tendering, it is mandatory for the bidders to have userID & password. For this purpose, the bidder has to register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.

Note: CUGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.

(The bids must be submitted online in electronic form on <https://etenders.gov.in/eprocure/app> only. No physical bids will be accepted.)

2.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official CUGL website www.cugl.co.in for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidders shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Disclaimer clause: Bidders are advised to visit CPPP's e-tendering website and CUGL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

INSTRUCTIONS TO BIDDERS
INSTRUCTION FOR ONLINE BID SUBMISSION
SECTION -B

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should consider corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents — including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices i.e., Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.**

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of tender including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e., other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-4001 005 and 0120-6277 787. The helpdesk email id is support-eproc@nic.in

FOR TENDER RELATED QUERIES:

(1) NAME : Mr. Shekhar Devidas Kankrej

E-mail: shekhar.kankrej@cugl.co.in

(2) NAME : Ms. Sushmita

E-mail: sushmita@cugl.co.in

A. GENERAL

1.0 SCOPE OF BID:

- 1.1 The Employer/ Owner/ CUGL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/CUGL.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2.0 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt & Fraudulent practices, as defined in "Instructions to Bidders [ITB], Clause No. 39"
- 2.2 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.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to CUGL by the bidder.

It shall be the sole responsibility of the bidder to inform CUGL in case the bidder is put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to CUGL by the bidder.

It shall be the sole responsibility of the bidder to inform CUGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of

submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

3.0 BIDS FROM JOINT VENTURE/CONSORTIUM

NA

4.0 ONE BID PER BIDDER

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, CUGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6.0 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary

for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

- 6.1 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against CUGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
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B BIDDING DOCUMENTS

7.0 CONTENT OF BIDDING DOCUMENT

- 7.1 The contents of bidding documents/Tender documents are those stated below and should be read in conjunction with any addenda/corrigendum issued in accordance with ITB clause no. 9.0

- Section –I : Invitation for bids (IFB)
- Section II : BEC (Bid Evaluation Criteria)
- Section –III : Instruction to Bidders (ITB)
- Section-IV : General conditions of Contract (GCC)
- Section-V: Forms & Format
- Section-VI : Special Conditions of Contract (SCC)
- Section –VII: HSE Specification
- Section-VIII: Price schedule/Schedule of Rates (SOR)

- 7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bidding documents. The Bidding Document together with all its attachment thereto, shall be considered to be read Understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or Submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidders risk and may result in the rejection of the Bid.

8.0 CLARIFICATION ON BID DOCUMENTS

- 8.1 A prospective bidder requiring any clarification of the Bidding Documents may notify OWNER in writing or by e-mail at the address indicated in the Invitation for Bids. OWNER will respond in writing to any request for clarification of the Bidding documents which it receives not later than 5 days prior to the deadline for the submission of bids prescribed by OWNER. Written copies of OWNER response (including an explanation of the query but without identifying the source of the query) will be sent to all bidders to whom the bidding documents were issued. Any Clarification or information required by the bidder and not received within the stipulated time period shall be liable to be considered as no clarification/information required.
- 8.2 In case pre-bid conference is envisaged, all quotations/queries should be referred to OWNER at least 3 days before scheduled date of pre bid conference. The questions/queries received by OWNER prior to pre-bid conference will be replied in the pre-bid conference.

9.0 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the OWNER may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda/corrigendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be notified in writing by post/email to all the bidders to whom the bidding documents were issued. Prospective bidders shall promptly acknowledge receipt of each addendum by post/to the Owner/ Consultant and take the same in the account all such addendum before submitting their bids.
- 9.3 The OWNER/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

- 10.1 The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OWNER/Consultant shall be written in English Language alone provided. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation duly authentication by the chamber of commerce of bidders country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

10.2 In the event of submission of any document/certificate by the bidder in a language other than English, the Bidder shall submit the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country.

10.0 DOCUMENTS COMPRISING THE BID

11.1 The bid prepared by the bidder shall comprise the following:

11.1.1 Part-I : TECHNO-COMMERCIAL UN-PRICED BID (PART-1)

Part-I: Techno-commercial/un-priced Bid shall contain the following documents:

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) 'Bidder's General Information', as per 'Form F-1'.
- c) 'Bid Form', as per 'Form F-2'
- d) Copies of documents, as required in 'Form F-3'
- e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- g) 'No Deviation Confirmation', as per 'Form F-6'
- h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- j) 'Agreed Terms and Conditions', as per 'Form F-10'
- k) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- l) Undertaking on the Letter head, as per the Form F-12.
- m) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- n) Any other information/details required as per Bidding Document
- o) All forms and Formats including Annexures.
- p) EMD /Bid Security
- q) Tender document duly signed by authorized signatory.
- r) All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

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.

11.1.2 PART-II : “PRICE BID – NOT TO OPEN WITH TECHNO-COMMERCIAL UN-PRICED BID”-PART-II

11.1.3 Part-II: PRICE BID

Part-II of the BID shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document. CUGL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below:

Note

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule/Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount/rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the

discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation. In case, any of the bidders offers discount/rebate / downward revised prices, the same shall not be considered for evaluation and their bid will be evaluated as per the original price bid. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- v) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.1.4 NA

12 BID PRICES

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicated breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price.

12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.

- 12.3 It shall be the endeavour of the Purchase to arrange transit insurance (if applicable). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for “Price Schedule/ Schedule of Rates (SOR)” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc., is noticed, the Bid is liable to be rejected.
- 12.5 The date of receipt of materials shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2020 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of work, etc.
- 12.7 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, whatsoever.
- 12.8 The Bidder shall quote the rates in ‘figures’ & ‘words’, as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN)/ SAC (Service application code) at the designated place in Price Schedule.

13 TAXES & DUTIES

- 13.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to CUGL’s account.

Beyond the contractual delivery period, in case CUGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier’s account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case CUGL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to CUGL' account.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

If input tax credit is not available to CUGL for any reason not attributable to CUGL, then CUGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/setoff /recover such GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CUGL to the Suppliers.

- 13.7 The supplier shall mention the particulars of CUGL on the Invoice. Besides, if any other particulars of CUGL are required to be mentioned, under GST rules/regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of CUGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CUGL to the government exchequer, then, that Supplier shall be put under Holiday list of CUGL for period of six months.
- 13.9 CUGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where CUGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.

- 13.10 In case the GST rating of vendor on the GST portal / Govt. Official website is negative / black listed, then the bids may be rejected by CUGL. Further, in case rating of bidder is negative / black listed, after award of work for supply of goods / services, then CUGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties/ interest, if any, incurred by CUGL.
- 13.11 **Anti-profiteering clause**

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of

commensurate reduction in prices. The Service Provider may not the above and quote their prices accordingly.

13.12 Contractor is required to take U.P. GST registration in accordance to the tender terms & conditions.

14.0 BID CURRENCY

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

15.1 The bid shall remain valid for acceptance for 4 (four) months from the bid due date. Owner/Employer shall reject a bid valid for a shorter period for being non-responsive.

- a. In exceptional circumstance, prior to expiry of the original bid validity period, the Owner/Employer may request the bidders extend the period of validity for a specified additional period. The requests and the Responses thereto shall be made in writing (by post / e-mail). A bidder may refuse the request without forfeiture of its 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 for the period of the extension and in accordance with ITB clause in all respects.

16.0 EARNEST MONEY

16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' [in favor 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.

Beneficiary	Central UP Gas Limited
Bank name & Branch	Union Bank of India Lakhanpur, Kanpur
IFSC Code	UBIN0563081
Current Account No.	455201011012003

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.

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

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

- 16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.
- 16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same 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 Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB Clause 16.1 & 16.3" may be rejected by CUGL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' as per the provisions of tender document.

16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Letter of Intent [LOI]"
 - (ii) to furnish "Contract Performance Security / Security Deposit"
 - (iii) to accept 'arithmetical corrections' as per provision of ITB.

16.8 Bid Security should be in favor of Central UP Gas Limited and addressed to CUGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in tender document.

17.0 PRE-BID MEETING

17.1 As per IFB.

18.0 FORMAT AND SIGNING OF BID

18.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB marked "original" in addition, the bidder shall submit 1 copy of the bid clearly marked as "Copy". In the event of any discrepancy between the original and the copy, the original will govern.

18.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.

18.3 The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.

18.4 The bid shall contain no alterations, omissions or additions, unless the person or persons signing the bid initial such corrections.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. CUGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note CUGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 30 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. CUGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. CUGL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) BEC
- (b) Scope of work
- (c) Firm Price
- (d) Earnest Money Deposit / Bid Security (exempted for SME enterprises as clause no. 16.1)
- (e) Specifications & Scope of Work
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Resolution of Dispute/Jurisdiction of Court

- (m) Force Majeure & Applicable Laws
- (n) Not submitting an undertaking that the bidder is not Holiday/ Blacklisted by CUGL or any other Govt. Dept./PSUs.
- (o) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20.0 E-PAYMENTS

NA

21.0 AGENT / CONSULTANT / REPRESENTATIVE / RETAINERS / ASSOCIATES

21.0 NA

D. SUBMISSION OF BIDS

22.0 Submission of bid Through Online

22.1 WEB PORTAL FOR Bid Submission online <https://etenders.gov.in> For More information please visit our Website and find the attached General Instruction for online bid submission.

Bid must be submitted through e-tender mode in the manner specified in Tender Document.

No Manual/ Hard Copy (Original) Bid shall be acceptable.

23.0 DEADLINE FOR SUBMISSION OF BID

23.1 The Bid must be submitted at the address as specified in clause 22.6 above not later than the time and date as specified in Section-I, IFB.

23.2 The Employer may, in exceptional circumstances and at its discretion,, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bidding document, extend the deadline for the submission of bids. In which case all rights and obligations of the Employer and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23.4 In case any bid is submitted by bidder who is on Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid, such bid will not be opened /evaluated and such bids shall be returned to the party immediately

23.5 In case of the days specified in IFB happens to be a holiday in CUGL, the next working day shall be implied.

24.0 LATE BIDS

24.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, e-tendering system of CUGL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case the EMD /physical documents have been received but the Bid is not submitted by the bidder or submitted incomplete in the e-tender Portal within the stipulated time, such EMD/ bid security shall be returned and such bid shall not be considered.

24.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS

25.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or Withdrawal of the bid, is received by the Employer prior to the deadline prescribed for submission of bids.

25.2 The bidder's modification or withdrawal note shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 22 of ITB with the outer envelopes additionally marked "modification" or withdrawal as appropriate. A withdrawal notice may also be sent by post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.

25.3 No bid shall be modified/withdrawn after the deadline for submission of bid.

25.4 No bid shall be allowed to be withdrawn/modified 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/ modification of a bid during this interval shall result in the bidders forfeiture of its bid security, pursuant to clause 15 of ITB.

25.5 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered unconditionally withdrawn.

26.0 OWNER/EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner/Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidder or any obligations to inform the affected bidder or bidders of the ground for Owner/Employer action.

D. BID OPENING AND EVALUATION

27.0 BID OPENING

27.1 Unpriced Bid Opening :

CUGL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the tender document. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

27.2 Priced Bid Opening:

CUGL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

27.3 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

28.0 PROCESS TO BE CONFIDENTIAL

28.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders or any other person officially concerned with such Process.

28.2 Any efforts by a bidder to influence the Owner/Employer in any manner in respect of Preparation of Bidding document & further evaluation of bids will result in the rejection of that bid.

29.0 CONTACTING THE OWNER/EMPLOYER

29.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Owner/Employer for any matter relating to the bid, it should do so in writing. Any effort by a bidder to influence the Owner/Employer in any manner in respect of bid evaluation or award will result in the rejection of that bid.

30.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

30.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"

30.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

30.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.

- ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation reservation or omission.

30.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30.6 CUGL reserves the right to seek any clarification from the bidder, if required on the submitted document for evaluating their bid, the same shall be asked.

31.0 PRICE BID OPENING

The Owner/Employer will open priced bids of all techno-commercially acceptable bidders.

32.0 ARITHMETIC CORRECTIONS & CORRECTION OF ERRORS

32.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

32.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

33.0 CONVERSION TO SINGLE CURRENCY

All bids to submitted in INR.

34.0 EVALUATION AND COMPARISON OF BIDS

34.1 The evaluation & comparisons of the bids will be carried out for previously determined as substantially responsive pursuant to ITB Cl. No.28.

34.2 The evaluation & Comparison of all the responsive bids for supplies/works/services to be arrived at the lowest evaluated offer as Under (i) the evaluated price of bidders shall include the following:

- I. Total price quoted by the bidder (including Taxes & duties).
- II. Technical loading if any as per Technical specification.

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

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

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

34.4 In case it is observed that any bidder has not quoted 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 bidders for such items. 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. If the estimated price impact of the unquoted items is more that 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected

35.0 POST QUALIFICATION

35.1 In the absence of prequalification, the Owner/Employer will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

35.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the Bidder, pursuant to ITB

Clause-10, as well as such other information as the Owner/Employer deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A Negative determination will result in rejection of the bidders bid.

F - AWARD OF CONTRACT

36.0 AWARD

36.1 The Owner/Employer will award the contract to the successful bidder (s) whose bid has been determined to be Substantially responsive and/or have been determined as a lowest on least cost to Owner/Employer and is determined to be qualified to satisfactorily perform the Contract.

37.0 NOTIFICATION OF AWARD/LETTER OF INTENT

37.1 Prior to the expiration of period of bid validity, Owner/Employer (CUGL) will notify the successful bidder in writing by Post/E-mail to be confirmed in writing, that his bid has been accepted. The notification of award/Letter of Intent will constitute the formation of the Contract.

37.2 The Completion period shall commence from the date of notification of award/Letter of Intent (LOI).

37.3 The notification of award will constitute the formation of a Contract.

37.4 Upon the successful bidder's/ Contractor's CPBG/SD shall promptly discharge his EMD.

38.0 SIGNING OF AGREEMENT

38.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 21 days of receipt of Letter 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/Service Provider).

38.2 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 award shall be considered as cancelled.

39.0 PERFORMANCE GUARANTEE

- 39.1 Pursuant to clause no. 4 of GCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.
- 39.2 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 Employer may take under the Contract pursuant to Clause as per tender. Owner also reserves the right to debar the bidder in participating in the tenders for similar work for one year.

40.0 CONTRACT EXTENSION

- 40.1 The contract may be extended upto 6 months on same Prices and discounts, if any and other terms & conditions upon satisfactory performance.

41.0 CORRUPT AND FRAUDULENT PRACTICES

- 41.1 The Owner/Employer requires that Bidders/contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and

b) "Fraudulent Practice" means a misrepresentation of facts in order to secure the contract or influence the execution of a Contract to the detriment of the Employer, 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 Employer of the benefits of free and open competition; The

Employer 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.

- 41.2 The Owner/Employer will declare a firm ineligible for a period pursuant to clause as per tender.

42.0 INCOME TAX & CORPORATE TAX

42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

42.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.0 WAIVER OR TRANSFER OF THE AGREEMENT

43.1 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/Employer.

44.0 In case L-1 bidder denied executing the job, then job will be awarded to the L-2 bidder subject to the matching of L-1 bidder's rates.

In case L-2, bidder does not match the L-1 rates, then L-3.....and so on bidders shall be asked to match the L-1 rates until all such options are exhausted.

45. In case L-1 bidder denies / do not execute the job after placement of LOI, then the bidder (L-1) will be placed on holiday for the period of 01 year from the date of issue of letter.

46.0 EVALUATION OF PERFORMANCE

Performance of the contract awarded shall be evaluated as per vendors evaluation policy of CUGL which is available on CUGL website.

GCC
(GENERAL
CONDITIONS OF
CONTRACT)

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 ‘Agreement’ or ‘Contract’ means the agreement entered into between the OWNER and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 1.3 ‘Completion Schedule’ or ‘Delivery Schedule’ means a schedule approved by the OWNER for completion of all obligations of the Contractor under the Agreement.
- 1.4 NA
- 1.5 ‘Contract Documents’ mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.6 ‘Contract Price’ means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.7 ‘Day’, ‘Month’ or ‘Year’ means calendar day, calendar month or calendar year.
- 1.8 ‘Engineer’ means an authorized representative of the OWNER, if any, to which the OWNER has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the OWNER. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the OWNER, mutatis mutandis.
- 1.9 ‘Effective Date’ means a date on which Contractor’s obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.10 ‘Goods’ means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the OWNER under the Agreement.
- 1.11 ‘GCC’ means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.12 ‘Inspector’ means any person or outside Agency nominated by OWNER to inspect equipment, stage wise as well as final, before despatch, at Contractor’s works and/or on receipt at Site as per terms of the Agreement.
- 1.13 ‘Notification of Award’ means date which is earlier of either a Letter of Intent (LOI) 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 of the receipt of the notification of award/ Letter of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.
- The Contract Performance Bank Guarantee shall be taken @ 5% of the total order value (exclusive of taxes) & remaining 5% to be recovered from RA Bills. The Contract Performance Bank Guarantee shall be valid up to 90 days beyond the expiry of defect liability period.
- 4.2 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.

4.3 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.

4.4 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.

4.5 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 SOW.

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/Local Bodies 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.

10.2 With respect to service tax rules, at the time of execution of works / processing of invoices, all GST rules will apply as applicable.

11 PAYMENT

11.1 Vendors shall submit their bills to the respective Engineer-In-Charge of OWNER, attaching all the required documentary proof confirming there upon that all statutory obligations as per Government rules and Tender Conditions are being observed. Un-disputed payment shall be released against Bills, duly certified by respective OWNER's Engineer-In-Charge within 30 (Thirty days, if found in order. For payment terms, refer of SCC.

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

12 SUB-CONTRACTING

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

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

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

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

13 DELAYS IN THE CONTRACTOR'S PERFORMANCE

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

13.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any

of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:

- 13.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- 13.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.
- 13.3 In such events of above sub-clauses:
- 13.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- 13.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.

- 13.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 13.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.
- 13.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.
- 13.7 Except as provided under GCC or for the reasons solely attributable to the OWNER, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.
- 14 Contractor remains liable to pay compensation if action not taken under clause 13**
- 14.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 13 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to

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

15 TERMINATION FOR DEFAULT

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

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

16 Change in constitution

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

17 Members of the OWNER not individually liable

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

18 Contractor's office at site

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

19 Contractor to Indemnify the OWNER

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

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

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

20 Safety regulations

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

21 Other agencies at site

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

22 Liens

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

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

23 TERMINATION FOR OWNER'S cONVENIENCE

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

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

23.3 For the remaining Goods, the OWNER may elect:

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

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

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

24 Payment if the contract is terminated

24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15 of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such

amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

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

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

25 No waiver of rights

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

26 PLANNING

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

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

- The dates at which the Contractor has to supply the information's and documents stipulated by the award,

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

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

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

27 PROGRESs

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

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

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

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

28 Work in monsoon and dewatering

28.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

28.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

29 Work on Sundays and Holidays

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

30 SETTLEMENT OF DISPUTES

All disputes, differences, or claims arising out of or in connection with this contract, including its existence, validity, interpretation, performance, breach, or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments thereto.

The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. If the parties are unable to agree on a sole arbitrator within 30 days from the date a dispute has arisen, the arbitrator shall be appointed in accordance with the procedure prescribed under Section 11 of the Arbitration and Conciliation Act, 1996, by the Hon'ble High Court having jurisdiction.

The arbitrator shall be independent and impartial and shall not have any interest, direct or indirect, in either party or the outcome of the arbitration. The arbitration proceedings shall be conducted in English and the venue shall be Kanpur Nagar unless otherwise agreed.

The decision of the arbitrator shall be final and binding on both parties. Subject to the above, the courts at Kanpur Nagar shall have exclusive jurisdiction

31 NA

32 LIMITATION OF LIABILITY

32.1 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.

33 GOVERNING LANGUAGE

33.1 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.

34 APPLICABLE LAW

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

35 NOTICES

35.1 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.

35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

36 Insurance

36.1 GENERAL

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

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

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies

of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

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

i) EMPLOYEES STATE INSURANCE ACT:

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

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

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

ii) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

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

The policy shall indicate:

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

iii) TRANSIT INSURANCE

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

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

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

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

The Third-Party Liability section of the CAR Policy shall also provide coverage of not less than 1.5 times of the order Value for each and every occurrence and in the aggregate. However, the CONTRACTOR expressly acknowledges and agrees that such insurance coverage shall not in any manner limit, restrict, cap, or reduce its contractual, statutory, tortious, or indemnity liabilities under this CONTRACT.

In the event that:

- (i) any claim amount exceeds the available insurance coverage;
- (ii) the insurer repudiates, rejects, avoids, contests, limits, or refuses payment of any claim, in whole or in part;
- (iii) any exclusion, exception, condition, breach, non-disclosure, misrepresentation, or act of the CONTRACTOR results in denial or reduction of insurance benefits; or
- (iv) the insurance proceeds are otherwise insufficient to fully satisfy any loss, damage, liability, compensation, award, judgment, settlement, or claim, the CONTRACTOR shall remain solely and absolutely liable for the entire uninsured, underinsured, disallowed, or excess portion of such loss, damage, liability, compensation, cost, or claim, and shall promptly indemnify and keep indemnified the OWNER against the same without any limitation whatsoever.

The CONTRACTOR further agrees that insurance shall not be construed as a substitute for its liability under the CONTRACT. The CONTRACTOR's liability shall continue irrespective of the existence, validity, adequacy, exhaustion, or availability of any insurance coverage.

In the event that the insurance limit is exhausted, reduced, impaired, or otherwise becomes insufficient due to one or more claims, accidents, incidents, or occurrences during the execution of the Works, Defects Liability Period, or Warranty Period, the CONTRACTOR shall, at its own cost and without any demand from the OWNER:

- (a) immediately reinstate the insurance coverage to the originally required limits;
- (b) obtain additional insurance coverage or replacement insurance policies;

(c) maintain continuous and uninterrupted insurance protection for the entire remaining duration of the CONTRACT, Defects Liability Period, and Warranty Period; and

(d) furnish documentary evidence of such reinstatement, renewal, replacement, or enhancement of coverage to the OWNER within seven (7) days of such exhaustion, reduction, or impairment.

Failure of the CONTRACTOR to obtain, maintain, renew, reinstate, or extend the required insurance coverage shall constitute a material breach of the CONTRACT, without prejudice to the OWNER's right to obtain such insurance at the CONTRACTOR's risk and cost and/or recover all resulting losses, damages, costs, and expenses from 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

37.1 The CONTRACTOR shall exercise the highest degree of care, skill, diligence, and precaution in the transportation, handling, movement, storage, operation, and use of its plants, machinery, equipment, tools, vehicles, materials, personnel, and other resources at or in connection with the Works. The CONTRACTOR shall ensure that no injury, loss, damage, destruction, interference, disruption, or adverse impact is caused to any person, property, utility, installation, structure, service, or asset belonging to the OWNER or to any third party, including but not limited to overhead transmission lines, underground cables, pipelines, utility corridors, roads, buildings, equipment, communication networks, water lines, sewer lines, gas pipelines, electrical installations, and other public or private property.

In the event of any loss, damage, destruction, injury, death, claim, demand, liability, cost, expense, penalty, charge, compensation, or proceeding arising out of or resulting from any act, omission, negligence, breach, default, misconduct, recklessness, or failure of the CONTRACTOR, its subcontractors, agents, representatives, employees, workmen, vendors, suppliers, or any person acting on its behalf, the CONTRACTOR shall be solely and exclusively responsible and liable for the same.

The CONTRACTOR shall, at its sole cost and expense, promptly repair, restore, replace, or compensate for all such loss or damage to the satisfaction of the OWNER and/or the affected third party. The CONTRACTOR shall also be liable for all consequential, indirect, incidental, and special damages, including but not limited to loss of production, loss of revenue, loss of profit, business interruption, loss of services, operational disruption, statutory liabilities, penalties, and any other losses suffered by the OWNER or any third party arising out of such incident.

Notwithstanding anything contained elsewhere in this CONTRACT, including any limitation of liability, exclusion of damages, liquidated damages provision, insurance provision, or any other clause to the contrary, the CONTRACTOR's liability towards any third party and its indemnity obligations under this CONTRACT shall be unlimited in amount and shall not be subject to any cap, ceiling, threshold, limitation, or restriction whatsoever, including any limitation linked to the CONTRACT Price, CONTRACT Value, Work Order Value, Purchase Order Value, insurance coverage amount, or any other monetary limit.

The CONTRACTOR expressly agrees that its liability in respect of third-party claims shall survive and continue irrespective of whether the amount of such liability exceeds the total CONTRACT Value or the value of the Works executed under the CONTRACT.

37.2 Indemnity and Defense Obligation

The CONTRACTOR shall defend, indemnify, and keep indemnified, protected, and harmless the OWNER, its affiliates, directors, officers, employees, representatives, consultants, and agents from and against any and all claims, demands, actions, suits, proceedings, judgments, awards, decrees, orders, liabilities, damages, losses, costs, expenses, penalties, fines, interest, and legal fees (including advocate fees and litigation expenses on a full indemnity basis) arising directly or indirectly from:

- a. bodily injury, illness, disease, or death of any person;
- b. loss of or damage to any property of any third party or the OWNER;
- c. damage to utilities, pipelines, cables, roads, buildings, structures, or public infrastructure;
- d. environmental damage or pollution;
- e. any act, omission, negligence, misconduct, breach of statutory duty, breach of contract, or violation of law by the CONTRACTOR or its subcontractors;
- f. any claim, proceeding, or compensation sought by any third party in relation to the execution of the Works.

The foregoing indemnity shall apply irrespective of whether such claim, action, suit, or proceeding is filed directly against the OWNER, jointly against the OWNER and the CONTRACTOR, or solely against the CONTRACTOR.

For abundant clarity, it is expressly agreed that the CONTRACTOR's liability to compensate any third party shall arise immediately upon the occurrence of the loss, damage, injury, or claim and shall not be conditional upon:

- (i) any claim being filed against the OWNER;
- (ii) the OWNER being impleaded as a party in any proceeding;
- (iii) any finding of liability against the OWNER; or
- (iv) the OWNER first making payment to the affected third party.

The CONTRACTOR shall remain fully liable to satisfy and settle all third-party claims even where such claims are pursued solely against the CONTRACTOR.

37.3 Reimbursement of Amounts Paid by the OWNER

If, for any reason whatsoever, the OWNER is required, directed, compelled, advised, or ordered by any court, tribunal, arbitral tribunal, governmental authority, statutory authority, regulator, or any competent forum to pay, deposit, compensate, reimburse, or otherwise discharge any amount in respect of any third-party claim, damage, injury, loss, or liability attributable directly or indirectly to the CONTRACTOR, the CONTRACTOR shall immediately reimburse and indemnify the OWNER for the entire amount so paid or incurred by the OWNER, together with all associated legal costs, advocate fees, expert fees, administrative expenses, interest, penalties, and other incidental or consequential costs.

37.4 **Survival**

The obligations, responsibilities, liabilities, indemnities, warranties, and undertakings of the CONTRACTOR under this Contract, including but not limited to those relating to third-party claims, loss or damage to property, personal injury, death, statutory violations, environmental liabilities, and indemnification of the OWNER, shall survive the completion of the Works, issuance of any completion certificate, taking-over of the Works by the OWNER, final payment, settlement of accounts, expiration of the Defects Liability Period or Warranty Period, and any suspension, expiry, cancellation, or termination of this CONTRACT for any reason whatsoever.

Without prejudice to the foregoing, the CONTRACTOR shall remain fully liable for any accident, loss, damage, defect, claim, demand, action, suit, proceeding, liability, or cause of action that arises, occurs, is discovered, is notified, or remains pending during the Defects Liability Period, Warranty Period, or thereafter, to the extent such matter is attributable, directly or indirectly, to any act, omission, negligence, breach, default, misconduct, or failure of the CONTRACTOR, its subcontractors, employees, agents, or representatives.

The obligations and liabilities of the CONTRACTOR under this Clause shall continue in full force and effect and shall remain enforceable until all such claims, proceedings, liabilities, losses, damages, costs, expenses, and obligations have been finally resolved, satisfied, and discharged, irrespective of any contractual limitation period or the closure of the CONTRACT.

38 DATE OF COMING INTO EFFECT

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

39 Execution of work

39.1 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.

40 NA

41 **Construction aids, equipments, tools & tackles**

41.1 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.

42 **Care of works**

42.1 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.

43 **Alterations in specifications, design and extra works -PRESENT**

43.1 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.

- 43.2 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.

44 OWNER may do part of work

- 44.1 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.

45 Possession prior to completion

- 45.1 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.

46 Suspension of works

- 46.1 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
- 46.2 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

47 Care of works

47.1 Defects prior to taking over:

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

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

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

47.2 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.

48 Replacement of defective parts and materials

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

48.2 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.

49 defence of suits

49.1 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.

50 Deductions from the contract price

50.1 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

51 Completion certificate

51.1 Application for completion certificate:

When the CONTRACTOR fulfils his obligation under Clause 47.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

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

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

51.2 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.

51.3 **COMPLETION CERTIFICATE DOCUMENTS:**

For the purpose of Clause 51.2 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.

52 Final decision and final certificate

52.1 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.

53 Certificate and payments on evidence of completion

53.1 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.

54 CONTRACTOR'S RESPONSIBILITY

54.1 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.

54.2 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.

54.3 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.

54.4 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.

54.5 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.

55 Modification In Contract

55.1 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.

55.2 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.

56 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

56.1 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.

57 SUB-LETTING OF CONTRACT

57.1 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.

58 EMPLOYMENT LIABILITY OF CONTRACTOR

58.1 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.

58.2 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.

58.3 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.

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

59 COMPLIANCE OF LAWS

59.1 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.

59.2 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.

- 59.3 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.
- 59.4 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.
- 59.5 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.
- 59.6 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.
- 59.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor’s personnel shall be arranged by the contractor himself. However fire fighting equipments shall be arranged by OWNER.
- 59.8 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.

60 THE ENGINEER-IN-CHARGE

- 60.1 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.
- 60.2 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.
- 60.3 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.

61 REPATRIATION AND TERMINATION

- 61.1 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.
- 61.2 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.
- 61.3 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.

62 INDEMNITY

- 62.1 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.

63 Contractor's sub-ordinate staff and their conduct

- 63.1 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.
- 63.2 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.
- 63.3 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.
- 63.4 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.

64 JURISDICTION

64.1 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.

65 FORCE MAJEURE

65.1 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.

65.2 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.

65.3 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.

65.4 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.

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

66.0 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.

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.

67. In case, vendor fail to complete the work within the stipulated period, then unless such failure is due to force majeure as defined in the bid document, total contract price shall be reduced @ 0.5% per week of delay or part thereof subject to a maximum of 5% of the total contract price. The decision of the Engineer-In-Charge in regard to applicability of PRS shall be final and binding on the Vendor.

In case of delay on the part of the Vendor the invoice shall be submitted after applicable price reduction.

FORMS & FORMATS

SECTION-V

F-1

BIDDER'S GENERAL INFORMATION

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

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	[Enclose copy of cancelled cheque]
18	PAN No.	[Enclose copy of PAN Card]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	GST No.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-2
BID FORM

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

Dear Sir,

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

We confirm that this Bid is valid for a period of "Four [04] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to 10% " of the Contract Price" or as mentioned in Tender Document for the due performance within "twenty One [21] days" of such Award.

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

Dear Sir,

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

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

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

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

FORMAT F-4
PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID
SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for

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

We, the _____ Bank at _____ having our Head Office _____ (Local Address)

guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Central UP Gas Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by CUGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

F-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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

authority letter while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

F-6
"NO DEVIATION" CONFIRMATION

To,

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years

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

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years

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.

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AGREED TERMS & CONDITIONS

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years

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. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	Agreed
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	Agreed
4	Rate of applicable Goods & Service Tax thereon	GST----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	Agreed
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	Agreed
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net	Agreed

	worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	Agreed
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	Agreed
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	Agreed
11.	Confirm your offer is valid for 4 months from Final/Extended due date of opening of Techno-commercial Bids.	Agreed
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value Validity	Agreed
13.	Confirm acceptance to all provisions of ITB	Agreed
14.	Copy of cancelled cheque	Agreed
15.	Copy of Pan	Agreed
16.	Copy of GST certificate	Agreed
17.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	Agreed
18.	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.	Agreed
19.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder	Agreed

	is a firm in which any Director of Owner/ CUGL or his relative is a partner.	
20.	All correspondence must be in ENGLISH language only.	Agreed
21	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	Agreed
22	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	Agreed

Place:

[Signature of Authorized Signatory of Bidder]

Date:

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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BIDDER'S EXPERIENCE

To,

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Postal & phone nos. of Client.	Value of Contract/ Order (<i>Specify Currency Amount</i>)	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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

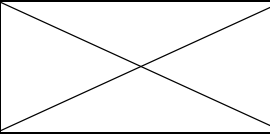
Designation:

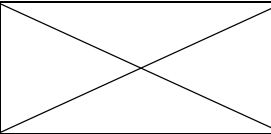
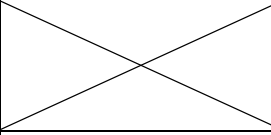
Seal:

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:

	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 receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		

viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

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

(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

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**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

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(F-16 should be dully certified by Chartered Accountant)

FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

Name of Bidder :

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

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

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. Form F-16 should be dully certified by Chartered Accountant

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BIDDER'S QUERIES FOR PRE BID MEETING

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

Bid Document No: CUGL/C&P/TEN2627/15

SUB : Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

Date

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

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

AGREEMENT

Contract agreement for the work/hiring services of.....2026 (Two Thousand Twenty Six) between M/s in the town ofhereinafter called the “CONTRACTOR (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the CUGL hereinafter called the “Owner” (which terms shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

AND WHEREAS

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

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

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

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

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

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

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

Signed and Delivered for
and on behalf of
OWNER

Signed and Delivered for
and on behalf of
CONTRACTOR

(CENTRAL UP GAS LIMITED)

DATE

DATE

PLACE

PLACE

IN PRESENCE OF TWO WITNESSES

1.....

1.....

2.....

2.....

INDEMNITY BOND

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY OWNER

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

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

AND WHEREAS

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

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

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

(_____)
{the currency to be currency of bid}.

AND THE Contractor hereby agrees with OWNER that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of OWNER arising hereunder up to and until the midnight of _____. However, if the Contract for which this Indemnity/Undertaking is given is not completed by this date, the Contractor hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the Contract.**
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the Contractor but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OWNER in terms of hereof.**
- iii) The mere statement of allegation made by or on behalf of OWNER in any notice or demand or other writing addressed to the Contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the Contractor and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the Contractor and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OWNER to produce any documentary proof or other evidence whatsoever in support of this.**
- iv) The amount stated in any notice of demand addressed by OWNER to the Contractor as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OWNER in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OWNER to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.**

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

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the Contractor.

Undertaking

I, _____ Proprietor / Partner / Director of _____ do hereby declare and undertake as under:---

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

Stamp, Name & Signature of the Contractor

SPECIAL CONDITIONS OF CONTRACTS (SCC)

SECTION-VI

1.0 DEFINITIONS AND INTERPRETATIONS

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

1.1 Definitions

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

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

2.0 INTERPRETATIONS

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

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

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

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

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

3.0 SCOPE OF WORK

3.1 The Scope of work includes Laying/ Installation, Testing & Commissioning and hook-up of 3 LPE coated CS pipes as per API 5L Grade X 42/52 PSL-2 underground pipeline along with 125mm dia. MDPE Pipeline at certain pipeline stretches with associated facilities, obtaining permissions from statutory authorities including but not limited to Construction Management, HSE & Quality Management, all related Civil, Electrical, Cathodic Protection,

Mechanical and Instrumentation work, Testing, Pre-commissioning, Commissioning and Final documentation and all responsibilities for Contractor attributable work till Defect Liability Period as specified in the Tender document.

The quantities of job shall be decided based on the availability of work front.

CUGL will Supply 3LPE Coated Steel Line Pipe, MDPE Pipe, MDPE valves and MDPE Fittings as Free issue materials from the designated stores. The Transportation of Free issue materials from CUGL stores to work site will be in the scope of the Contractor.

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

4.0 INSPECTIONS AND TESTS

- 4.1 During execution of work, the works shall be inspected by the Owner or its authorised representative for acceptance of the same.
- 4.2 For all bought out items, contractor will appoint Third Party Inspection Agency (TPIA) for inspection of materials in line with Indicative QAP provided in tender documents. Charges of TPIA shall be borne by Contractor.
- 4.3 The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications after receipt at site.

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

5.0 STATUTORY VARIATIONS IN TAXES

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

6.0 TERMS AND MODE OF PAYMENT

- 6.1 Advance

- 6.1.1 The Owner will not pay any advance.

The Payment terms shall be as follows:

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

6.1.2 Under Ground Pipelines

- i) 15 % progressively after clearing & grading of ROU, stringing of pipes, field joint welding, radiography & NDT.
- ii) 15 % progressively on completion of trenching by excavation/ blasting & joint coating.
- iii) 15 % progressively on lowering of pipeline in trenches and backfilling with crown.
- iv) 15 % progressively on completion of compaction, dressing, cleanup, restoration, and obtain NOC from Statutory authorities.
- v) 20 % progressively on completion of Hydro testing, dewatering, swabbing & submission of as built drawing/ pneumatic testing (in case of common trench).
- vi) 10% on completion of pre-commissioning (Nitrogen purging etc.) commissioning, handing over and submission of final documents.
- vii) 10% on completion of material reconciliation and all work in all respects and acceptance thereof by EIC.

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

6.1.3 Above Ground Piping

6.1.2.1 **Weld Joints:**

- i) 90% on alignment, welding, NDT etc. to complete the weld joints.
- ii) 10% on completion of all work in all respects and acceptance thereof by Engineer-in-Charge.

6.1.2.2 **Erection & Testing:**

- i) 65% progressively on completion of erection of piping along with supports, vent drains, alignment, hydro testing, dewatering and clean-up to achieve mechanical completion.
- ii) 15% on completion of painting, commissioning and submission of "As Built Drawings/ Final documents".
- iii) 10% on completion of material reconciliation.
- iv) 10% on completion of all work in all respects and acceptance thereof by Engineer-in-Charge.

6.1.3 **Civil Works**

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

6.1.4 **Liaisoning Work**

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

- i) 90% payment of length for which permission letter from statutory bodies is obtained and submitted to OWNER and actual laying of pipeline.
- ii) 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge.

6.1.5 **HDD Work/ Moling**

- i) 30 % on completion of stringing of pipes, field joint welding, radiography, pre-hydro testing of carrier pipe & field joint coating till the string ready for pulling.
- ii) 30 % after completion of pulling of carrier pipe thru HDD and post hydro testing (If required).
- iii) 20 % progressively on completion of hydro testing, dewatering, swabbing & submission of as built drawing.
- iv) 10% on completion of pre-commissioning (Nitrogen purging etc.), commissioning, handing over and submission of final documents.

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

6.1.6 **For only MDPE Pipe line laying**

- i) 70% after completion of installation of MDPE pipeline.
- ii) 20% on testing & commissioning (gas charging) .
- iii) 10% on completion of all works in all respects and acceptance thereof by Engineer-in-Charge.

6.1.8 OTHER WORKS (NOT COVERED ABOVE)

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

7.0 PAYMENT METHODOLOGY

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

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

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

7.4 The Payment shall be released through RTGS only.

8.0 COMPENSATION FOR IDLE TIME

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

9.0 PRICE REDUCTION SCHEDULE (PRS)

9.1 In case contractor fails to complete the work/ services within stipulated period as defined in intimation / orders issued against the contract then unless such failure is due to force majeure as defined in Bid document, there will be reduction in order price @ 0.5% for each week of delay or part thereof subject to maximum of 5% of the order value.

9.2 PRS will be deducted order wise.

9.3 Owner may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both Owner and contractor agree that the above percentage of price reduction are genuine pre-estimates of the loss/ damage which Owner would have suffered on account of delay/ breach on the part of contractor and the said amount will be payable on demand without there being any proof of the actual loss/ damage caused by such delay/ breach. Owner decision in the matter of applicability of price reduction shall be final and binding.

10.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

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

I. For Item Rate Contract

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.

- a) 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.
- b) 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.

- c) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

11.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

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

12.0 PROVIDENT FUND

- 12.1 The Contractor shall strictly comply with the provisions of Employees Provident

Fund Act applicable in India and register themselves with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and Owners contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan / receipt for payment made to the RPFC for the preceding months.

- 12.2 In case the RPFC's challan / receipt, as above, is not furnished, Owner shall deduct 5% (Five percent) of the payable amount from Contractor's running bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan /receipt for the period covered by the related running bill.

13.0 POWER AND WATER CONNECTION

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

CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

15.0 CONDITIONS FOR ISSUE OF MATERIALS

- 15.1 Whenever any material is issued by Owner, following conditions in addition to other conditions as specified in the contract shall be applicable.
- 15.2 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in- charge from time to time, when he requires the above material for incorporation in permanent works.
- 15.3 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.

- 15.4 The contractor shall bear all other cost including lifting, carting from issue points to work. Site/ contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.
- 15.5 No material shall be allowed to be taken outside the owner's store without a gate pass.
- 15.6 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.
- 15.7 All free issue materials shall be issued to contractor against submission of Indemnity Bond (as per Format attached in bid document) for 150% value of free issue materials. **Bidders to consider value of free issue material as 100% of order value.**
- 15.8 In case of any manufacturing defect found in free issue material, same shall be communicated to Engineer-In- Charge in writing within 15 days from the date of issue of such material and return the same at OWNER store within 30 days from the date of issuance.

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

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

17.0 CONTRACTOR'S OBLIGATION AT SITE

- 17.1 Contractor shall establish site office in the each GA, allotted to them with adequate facilities like three tables, six chairs, telephone, computer with mailing (internet), printer (including consumables), file rack, AC etc. for effective communication and documentation.
- 17.2 In addition to above, contractor shall provide separate space with facilities like two tables, six chairs, two telephones, two computers with mailing (internet), printer with consumables, file racks, AC etc. and one office boy within the site office for OWNER & CONSULTANT for effective monitoring & documentation of the project.

Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe & other free issue materials to and from site.

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

18.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

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

materials issued by the Owner in the proforma prescribed by the Engineer- in-charge.

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

a) **For 3LPE Coated Steel Line Pipes:**

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

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

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

b) **For MDPE Pipes, Fittings & Valves:**

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

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

All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 150% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment and measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

19.0 COMPLIANCE WITH LAW

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

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

20.0 INSURANCE

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

21.0 STATUTORY APPROVALS

- 21.1 All permissions from respective statutory authorities shall be obtained by the Contractor. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities.
- 21.2 The Contractor shall be responsible for arranging the inspection of the work by the authorities and necessary co-ordination and liaison work. However, Owner will reimburse the statutory fees paid by the contractor at actual on production of documentary evidence.

Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor without additional cost to Owner. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

22.0 SITE CLEANING

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

23.0 WORKMANSHIP

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

24.0 PENALTIES

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

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

- b. Delay of more than 21 days from the date of **WORK ORDER/LOI** in obtaining / submitting **WC** cover or taken for shorter duration will result into penalty of **Rs. 5000/- per week or part thereof** and maximum upto 40,000.
- c. Delay of more than 21 days from the date of **WORK ORDER/LOI** in obtaining / submitting the required **insurance policies** as specified in the tender document will result into a penalty of **Rs. 5000/- per week** or part thereof maximum up to 40,000.
- d. The contractor must obtain **labour licence or suitable undertaking as per the state law** at the start of work for allotted site. Delay of more than 30 days from the date of **WORK ORDER/LOI** in submitting the labour licence **or suitable undertaking as per the state law** shall attract a penalty of **Rs. 5000/- per week or part thereof**.
- e. Delay of more than 21 days from the date of **WORK ORDER/LOI** in obtaining / submitting **CPBG of requisite amount as well as timely extension of value and / or time period** shall attract a penalty of **Rs. 5000/- per week**.

25.0 COMPLETION DOCUMENT

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

- 25.1.11 Any other contractual documents required on completion.
- 25.1.12 Soft copy of Pipe Book and alignment drawing, Isometric drawing and other relevant documents.

26.0 TIME LIMIT FOR CLAIMS

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

27.0 ABNORMALLY HIGH /LOW RATE ITEMS

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

Abnormal High Rate (AHR) items

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

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

Abnormal Low Rate (ALR) items

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

- A) Average rates of the item of all the qualified bidders
- B) The rate estimated at the time of tendering.
- C) In case the overall quote of the qualified L-1 bidder is less than the overall

estimate, then the estimated rate arrived after applying the same percentage of difference by which his overall quote was lower than the overall estimate.

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

28.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

- 28.1 Contractor will place timely orders for all Bought out items complying to tender specifications on Owner's specified/ approved manufacturers so as to receive the material in accordance with the execution of project activities. The orders to be placed by the contractor shall incorporate certain clauses with respect to delivery schedule, guarantee/warranty, inspection requirement etc. The items and quantities shall be in accordance with the work to be executed.
- 28.2 All materials shall be manufactured as per approved Quality Assurance Plan (QAP). Contractor will ensure that all items are manufactured as per tender specifications & inspected by TPIA before dispatches. Contractor will appoint TPIA & their charges will be borne by contractor.
- 28.3 Contractor shall ensure supply of BO items meeting completion schedule.
- 28.4 Contractor shall arrange for proper storage of his material distinctly separate from free-issued material. Contractor shall be required to appraise Owner regarding cover area, lock & key arrangement of its safe custody, resources marked safe and proper receiving, stocking, issuing, maintaining all verifying records on regular basis.
- 28.5 Contract shall invariably submit copies of order placed by them on various agencies for sourcing material and shall ensure submission of invoices, challans/packing lists, LR Copy, material inspection report and guarantee/warranty certificate for each lot of material received at Owner's site.
- 28.6 All material should be covered under warranty for satisfactory performance for maximum period of defect liability of executed work. Any defect noticed during defect liability period shall be promptly attended as faulty material must be contractor's responsibility to take-up the matter with material supplier. Any delay on account of non-availability of ordered material or replacement of faulty material shall not be waived by the reason of material having ordered to and inspected by Owner's recommended agencies. Faulty material must be contractor's responsibility to take-up the matter with material supplier. Any delay on account of non- availability of ordered material or replacement of faulty material shall not be waived by the reason of material having ordered to and inspected by Owner's recommended agencies.

28.7 Before award of works order/ starting of work at allotted site, contractor shall provide details of stores and site office established by him for the intended work. Failing which the allocation of work may be deferred by Owner. Also, the contractors shall submit details of tools& tackles under his possession required for execution of the work. Owner shall verify all these aspects before allocating work to the contractor.

28.8 The networking work includes Horizontal Directional Drilling (HDD) at various locations by means of HDD machines of appropriate capacities. Contractor advised to apprise himself of all such requirements and confirm in writing to the owner of having HDD machines with him or having tie-up with some reputed contractor. Any delay during the executing due to non-availability of HDD machine shall not be accepted by Owner.

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

29.0 GENERAL

29.1 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform badges while working on premises of the Purchaser including work sites.

29.2 Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

**HEALTH, SAFETY
ENVIRONMENT [HSE]
SPECIFICATIONS**

SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1 Preferably, the Contractor should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations or they must follow the 'HSE policy' of CUGL for safe execution of work.
- 2.2 The Contractor shall ensure that the CUGL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for Health, Safety & Environment among all personnel working for the Contractor. Regular work-site meetings (Tool box talk) shall be arranged as 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, and fire protection measures such as water and fire extinguishers etc.
- 2.4 Non-conformance of 'HSE' policy and directives as per CUGL by Contractor [including their sub-Contractors] as brought out during review/audit by CUGL / external agency authorized by CUGL, shall be complied by Contractor and its report to be submitted to CUGL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, CUGL may impose penalty and subsequent stoppage of work for non-compliance. The decision of imposing monetary penalty & work-stoppage shall be taken by EIC with consultation with Safety Officer of CUGL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by CUGL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, dust mask, ear plug, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose-off any such materials without the express authorization of EIC of CUGL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, cold work, confined space, electrical isolation, work at heights and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should properly barricade the facility where work is in progress for safe working and reclaim the work zone after completion of work to promote safety consciousness.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 - 1984	Industrial Safety Helmets
IS: 47701 - 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 - 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 - 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses

Guidelines for imposition of punitive fines

- 4.0 Punitive fines on contractors are imposed for violation of safety rules & regulations during execution of jobs. Objective of punitive fines is to work as deterrent for contractors in violation of safety rules & regulation and to improve safety atmosphere in general at all site.

Proposed guidelines for imposition are described below:

- 4.1 For first time violation of safety rules & regulation by any contractor, HSE-officer will issue a warning letter to contractor with intimation to EIC of work centre with a copy to MD & DC.
- 4.2 In case of second time violation of safety rules & regulations by same contractor, EIC will call contractor

in person and will have a meeting to discuss reason for repetitive violation along with HSE-Officer. A warning letter will also be issued by EIC to contractor.

- 4.3 In case of further violation, punitive fines will be imposed on contractor. Amount as fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.5,000/- and in multiple of Rs.5,000/-, thereafter for every instant.
- 4.4 This will be limited to 5% of contract value, as maximum cumulative penalty.
- 4.5 This practice of punitive fines is to be implemented across all CUGL sites for all contracts.
- 4.6 Practice of punitive fines will be applicable for projects sites also and would be over and above the deduction made by M/s CUGL for safety violation from running bills.

SCHEDULE OF RATES (SOR)

SECTION-VIII



Central U.P Gas Limited (Kanpur)

(A joint venture of GAIL (India) Limited and BPCL)

Name of Work: Rate Contract for CS pipeline Laying and associated works in Kanpur GA for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years

Bid Document No: CUGL/C&P/TEN/26/27/15

Name of the Bidder / Bidding Firm / Company :

- NOTE:**
 (This BQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)
 1. The bidder shall read these SOR(s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly.
 2. Bidder to mandatorily quote the GST applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST).
 3. In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL", "Inclusive", kept as Blank, "Extra at actual" etc.), their quoted price shall be considered inclusive of all applicable GST.

S.No.	Description	UoM	Qty.	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 (In Rupees)	TOTAL AMOUNT (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) (In Rupees)	BOCW (%)		GST (%)		Total Amount (Rs.) with GST
						%	Amount (Rs.) D	%	Amount (Rs.) E	
				B	C=AXB					
	Receiving and taking-over as defined in the specifications, handling, loading, transportation and unloading of Owner supplied 3 - Layer PE coated line pipes from Owner designated stock-yard to Contractor's own stock yards/workshops/work-sites including preliminary activities, preparation of drawings, wherever required for crossings etc. including handling, stacking, stringing on the pipeline Right-of-use / pipeline route alignment, carrying out inspection of company supplied materials including line pipes at the time of taking over, laying / installation of coated line pipe, associated fittings and accessories, including executing all works,									
	"Taking over", handling, including loading and unloading, transportation of Owner supplied materials other than line pipe from Owner's designated place(s) of issue to work site, arrangement of all additional lands required for Contractor's storage, fabrication, access for construction, procurement and supply of all materials (except Owner supplied materials), consumables, equipment, labor and other inputs, carrying out all temporary, ancillary, auxiliary works, ready for commissioning of pipeline as per drawings, Specifications, other provisions of Contract document and instruction of Owner/ Owner's Representative, including but not limited to carrying out the following works:									
	Surveying of Routes & detours required at the time of construction including marking the same in topographical sheet, preparation of AFC drawings showing survey details and submit same to Owner/ Owner's Representative for review.									
	Staking and installation of construction markers, clearing, fencing, grubbing, cutting of trees, fulfilling all the requirements of various statutory / environment authorities to the entire satisfaction of concerned authorities, grading of work area, Shifting of all obstruction within the ROU/ pipeline route alignment viz electrical lines/poles, telephone lines/poles wherever and whenever required, co-ordination with concerned authorities and obtain permissions from these authorities.									
	Trenching to all depths by excavation in all types of soils including soft/hard rock, chiselling or saw-cutting different types of pavement, footpaths, roads etc., as required and storing excavated soil, reusable materials at designated area as directed by Owner/ Owner's Representative and to a width to accommodate the pipeline as per relevant standard/ specifications etc. (The minimum depth of the top of pipeline shall be 1.2m or more from the finish of the stabilized grade level). Dewater of trenches if required as per site condition. Making trial pits as per instructions of EIC									
	Carrying out repairs of pipe defects/replacement in case of irreparable defects and repairs of defects of pipe coating not attributable to Owner including defects / damages occurring during transportation/handling.									
	Checking, cleaning, aligning, bending, cutting and bevelling (as required) of pipes for welding and field adjustments including pipe fittings, welding, carrying out non-destructive testing of welds as required including 100% radiography and providing all requisite equipment, labour, supervision, materials, films, consumables, all facilities and personnel to process, develop, examine and interpret radiographs and other tests as required, carrying out repairs of welds joints found defective by Owner/ Owner's Representative, carrying out re-radiography and other tests as required on repaired joints. Supply and installation PE warning mat over the pipeline in line with the specification and									
	Carrying out installation of carrier pipe at all crossings like roads/nullas/marshy area (Laying of Concrete Coated Pipes) etc. at designated depths by open cut (except at cased crossings or crossings carried out by HDD method).									
	Carrying out installation of carrier pipe in the casing pipe at cased crossings (excluding installation of casing pipes which is covered separately).									
	Supply & Installation of 10mm thick Neoprene Sheet as per standard drawing at foreign pipeline crossing, Underground EHV power cable (≥ 66 KV) crossing and HT power cable crossing locations.									
	Coating of field weld joints, long radius bends, buried fittings & valves etc. including supply of coating materials duly approved by owner etc as per specification.									
	Counting the number and type of trees cut in presence and in satisfaction of DFO/concerned authorities and keeping record thereof; stacking and handling over of all cut trees.									
	Installation/ lowering the pipeline in trench to required depth, supply & installation of 1.0 mm thickness HDPE yellow colour warning mat over the pipeline along the complete route, padding around pipeline with suitable approved soil including supply of padding material, backfilling with available/ borrowed earth, approved excavated material and/ or other suitable soil by crowning. Compaction with jumping jack compactor and water at subsequent layers of 150mm or as directed by Owner/ Owner's Representative. All tiles / slabs/ curb stones etc. removed during excavation shall be placed properly. Roads, pavements, footpaths, etc. to be made motorable wherever pipeline is laid.									
	Supply and Installation of slope breakers, bank protection wherever required and as directed by Owner / Owner's Representative.									
	Taking of DGPS coordinate of all field joints , Reference Points with Landmarks & inform to Owner in the approved format. Coordinate shall be taken as per instrument approved by Owner									

	Carrying out air cleaning, pigging (Cleaning Pigs), flushing, cleaning and hydrostatic testing of complete pipeline with quantity of corrosion inhibitor including pre-testing of designated sections complete as per specification and approved by Owner/ Owner's Representative to specified pressures indicated elsewhere and duration after stabilization as per specification, providing all equipment, pumps, fittings, instruments, dead weight tester, pressure recorder, thermocouples etc., and services, supervision, labour, consumables, water including supply of corrosion inhibitor, air, etc. as required, locating of leaks and rectification of defects, re-testing after rectification, dewatering, swabbing, drying after successful completion of hydrotesting of entire section and as approved by Owner/ Owner's Representative.								
	All tie-in, including the tie-ins with adjacent section of the pipeline.								
	Protective coating of 450 micron thick two component epoxy / polyurethane (applied with the help of minimum three coats) including supply of materials duly approved by owner for all piping, Valves, fittings, structural steels etc. for buried installation and inside the valve pit.								
	Final clean - up and restoration of right - of - use and disposal of debris and surplus material to designated disposal areas and re-instating the area to its earlier state and as directed by Owner/ Owner's Representative.								
	Pre-commissioning activities like swabbing, drying of the complete pipeline network and the associated facilities being installed to the specified acceptance criteria as per Owner/Owner's Representative. Commissioning to be carried out as per the Commissioning procedure approved by Owner/Consultant.								
	Maintaining the completed pipelines/ installation for any defect, failures during defect liability period (i.e. 12 months from date of commissioning of Pipeline).								
	Ensuring proper safety as per codes & standard practices during construction, cordoning off the work area, providing warning signs, barricading and proper tools & tackles, Equipping the workers with safety boots, helmets and fluorescent aprons & barricading as per enclosed drawings. The barricading is to be done throughout along the trench/ welding string. Hard barricading shall be used in city area or in traffic area as per the site location.								
	Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified time schedule at no extra cost to owner. The pipeline laying shall be done as per specification, code & standard & guideline by Owner/ Owner's Representative.								
	Preparation of as-built drawings, pipe-books (1 set of tracing on polyester film and 3 sets of as - built drawings and 1 soft copy and 6 copies of pipe book.) All the works shall be executed in accordance with the provision of contract including carrying out all temporary/ancillary/ auxiliary works required of the performance of the works and all other acts, deeds, matters and things necessary to make the pipeline ready for commissioning activities.								
1.1	Specified NB (inch) x Wall thickness in mm (3LPE Coated Carbon Steel Pipeline Laid by Open Trench Method).								
a)	8" x 6.4 mm - API 5L X 42/52 (HFW / SMLS)	mtr.	100.00					To be quoted on CUGL's e-tender portal	
	Note: This payment terms will be applicable for laying of steel pipeline and or steel pipeline along with MDPE pipeline in common trench.								
b)	6" x 6.4 mm - API 5L X 42/52 (HFW / SMLS)	mtr.	3000.00					To be quoted on CUGL's e-tender portal	
	Note: This payment terms will be applicable for laying of steel pipeline and or steel pipeline along with MDPE pipeline in common trench.								
c)	4" x 6.4 mm - API 5L X 42/52 (HFW / SMLS)	mtr.	6600.00					To be quoted on CUGL's e-tender portal	
	Note: This payment terms will be applicable for laying of steel pipeline and or steel pipeline along with MDPE pipeline in common trench.								
	Note:								
	Note: 1. This item shall be applicable for the pipeline, fittings, accessories, valves etc. between existing / proposed underground tap-off points from existing steel main grid to I.J. for U/G portion. 2. For restoration of asphalt / concrete roads, the item for construction of asphalted top/ concrete top/ red stone etc. shall be paid separately under relevant SOR item for restoration of roads. 3. Supply of Long Radius bends (R = 3 D) is in the Contractor scope, it shall be paid separately under relevant SOR item. 4. Concrete shoring of carrier pipe shall be paid separately. 5. Contractor shall not perform any pipeline activities along ROU without specified barricading as per Standard Drawing in the Tender Document and other safety measures. 6. All fittings and Valves of size 2" and below are in contractor's scope and covered under this rate only. NO separate payment shall be given for all valves and fittings of size 2" and below.								
2	EXTRA FOR LAYING / INSTALLATION OF PE PIPELINE ALONG WITH CARBON STEEL PIPELINE WITHIN SAME TRENCH (OPEN CUT)								
	Extra for laying MDPE pipe including trenching to all depths/width by excavation in all types of soils including soft and different type of pavement / footpath / roads etc. including rock breaking, chiselling or otherwise cutting etc. as required and storing excavated soil, reusable materials at designated area as directed by Engineer in charge and to a width/depth to accommodate the pipeline, Carbon Steel & MDPE Pipe (125 mm ² 90 mm, PE-100 Pipe SDR11) as per the relevant drawing/standard/ specification etc. Work involved in laying of MDPE pipeline shall be as follows: " Receiving and taking over " as defined in the specification , handling , loading , transportation and unloading of Owner supplied MDPE pipe, Valves and EF Fittings of 125 mm dia from designated place (s) of issue / dump site (s) to contractor's own stock yard (s) / work shop (s) / work site (s) including proper storing , stacking , identification , providing and unrolling of the pipeline Stringing / uncoiling on the pipeline right of use , laying / installation of MDPE line pipe and Owner Supplied associated fittings and accessories i.e. bends , couplers , End caps , Tee , PE reducer etc.								
	Valves saddle tappings , warning mat etc. , including executing of all works , arrangement of all additional land required for contractor's storage , fabrication access for construction , supply of all materials (except Owner supplied materials) , consumables , labour and other incidental works and handing over the same surplus materials to the Owner's designated stockyard (s) Uncoiling / stringing of pipes , clamping , jointing of pipe ends / fittings / valves by qualified personnel using approved techniques as per specifications Lowering the MDPE pipeline in same trench where in carbon steel pipe has been laid (as per scope given in relevant SOR) and padding done to the thickness as indicated in the specification and enclosed cross sectional drawing , providing required depth/width of padding in trench bed & above and around the pipeline. Installation and electrofusion jointing of valves wherever required and as directed by engineer in charge.								
	Cleaning , flushing , pneumatic testing , purging with nitrogen as per specification and approved procedures providing all tools and tackles , nitrogen instruments , manpower and related accessories and as per the instructions of the EIC. Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified time schedule at no extra cost to owner. On completion of gas charging of pipelines. Preparation and submission of as built drawings , crossing details , termination , utility graphs. Carrying out all temporary , ancillary, auxiliary works required to make the MDPE pipeline ready for commissioning as per drawings, specifications, scope of work indicated in tender and other provisions of Contract document and								
a)	125 mm PE 100 SDR11 pipe	mtr.	600.00					To be quoted on CUGL's e-tender portal	
	Notes: - 1. Supply of MDPE Fittings, Valves is in the CUGL Scope. 2. The above specified rates are for laying of MDPE pipe only. Over and above the carbon steel pipeline laying rates of SOR item specified as INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL).								
3	Pipe laying using Directional Drilling technique (with HDPE casing pipe) for MDPE Carrier pipe :								
	Laying of all PE pipe (PE 100 SDR 11), Including supply of HDPE casing pipe (PE 63 PN 4), Couplers, End caps and other accessories etc.								
	Survey of U/G utilities, submission of profile for approval, execution of the work as per specification, approved procedure, including excavation of pits and subsequent backfilling/compaction, jointing and insertion of carrier pipe in casing pipe, testing & commissioning, restoration of the pits to original condition, submission of As-Built Graph as per specifications and the instruction of Engineer-in-charge.								

a)	125 mm PE100 pipe (in 200 mm dia. HDPE Casing Pipe if HDD length is upto 50mtr and 250mm HDPE Duct of HDD Length is More than 50 mtr)	Mtr	200.00	To be quoted on CUGL's e-tender portal				
4	Pipe laying using Directional Drilling technique (without HDPE casing pipe) for MDPE Carrier pipe :							
	Laying of all PE pipe (PE 100 SDR11), Including supply of Couplers, End caps as required to complete the job.							
	Survey of U/G utilities, submission of profile for approval, execution of the work as per standard procedure attached, including excavation of pits and subsequent backfilling, compaction, jointing and insertion of PE pipe, testing & commissioning, restoration of the pits to original condition, submission of As-Built Graph as per specifications and the instruction of Engineer-in-charge.							
a)	125 mm PE100 SDR11 pipe	Mtr.	400.00	To be quoted on CUGL's e-tender portal				
5	EXCAVATION - HARD ROCK							
a)	Excavation of hard rock, wherever hard rock of single piece exceeding 1.5m in any direction and removable only by pneumatic chisel / drill / rock-breaker. The rates are payable over and above the laying rates considered under SDR item specified as INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL).	m ³	10.00	To be quoted on CUGL's e-tender portal				
6	SOFT SOIL / SAND FILLING (Preferably) - ROCK AREA							
a)	150 mm Pre Padding & 200 mm Post Padding in pipeline trench using Soft Soil/ Sand (preferably) filling as directed by the EIC.	m ³	10.00	To be quoted on CUGL's e-tender portal				
7	Pipeline laying liaising and getting permissions from the statutory authorities							
a)	Applying permission, follow up and getting permission from the statutory authorities, obtaining work permits /NOC from various statutory authorities having Jurisdiction before execution of the works and complying with all stipulations / conditions / recommendations of the said authorities. Only R.R charges shall be paid by Owner. The work also includes submitting request for (after obtaining the letter from client) permission, follow up, assisting in site inspections / route survey / site report making/making site inspection drawings, submitting at designated offices, resubmission after correction, modification if required, soft and hard copy in nos. as required /if required in sizes, and collecting permission from the statutory authorities including NHAI, PWD, Railways, Irrigation, Forest, Municipal Corporation etc. Obtaining work permits / NOC from various statutory authorities having Jurisdiction before execution of the work and complying with all stipulations /conditions/recommendations of the said authorities. Only statutory fees shall be paid by the owner.	mtr.	16000.00	To be quoted on CUGL's e-tender portal				
	Note: 1. Payment shall be based on the actual length of pipeline laid. This rate shall be paid separately & not inclusive Pipeline Laying by any method i.e open trench or trenchless methods							
8	Supply & Installation of Casing pipe for Main Carrier Pipeline							
	Supply & Installation of carbon steel Casing pipe (with coal tar epoxy coating of minimum 300 microns after proper cleaning including supply of coating material, consumables etc.) by augur boring & Jacking method / Moring for crossings in all types of soils and terrain, & all associated works which includes supply of Casing Pipe of material IS-3589, FE-0410/ API 5L Gr. B or equivalent, all other materials, equipments, consumables, manpower, welding of steel casing including visual inspection of all weld joints, pre-installation hydrostatic testing, backfilling and restoration as original of the facilities crossed and performing all works as per drawings, specifications and instructions of Owner/ Owner's Representative and provisions of contract document. Submission of as built drawings.							
a)	12" NB Carbon steel casing pipe (Augur boring & Jacking Method / Moring / HDD) -For 6" Mainline Carrier Pipe	mtr.	100.00	To be quoted on CUGL's e-tender portal				
b)	10" NB Carbon steel casing pipe (Augur boring & Jacking Method / Moring / HDD) -For 4" Mainline Carrier Pipe	mtr.	100.00	To be quoted on CUGL's e-tender portal				
	Note: 1. Payment shall be based on the actual length of cased crossings. 2. Casing end seals, casing insulators, vent & drain connections are to be provided by contractor. 3. Above rates for this SDR item is inclusive of all works involved and as specified in INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL). No extra payment shall be made for laying of carrier pipeline.							
9	INSTALLATION OF CARRIER PIPE (CARBON STEEL) BY TRENCHLESS METHOD WITHOUT CASING PIPE							
	Receiving and taking-over as defined in the specifications, handling, loading, transportation and unloading of Owner supplied 3-Layer PE coated line pipes from Owner designated stock-yard to Contractor's own stock yards / workshops / work-sites including preliminary activities, carrying out inspection of owner supplied materials (3-LPE coated line pipe) at the time of taking over and supply of all materials (except 3-LPE coated line pipe) consumables, equipment, labor and other inputs, carrying out all temporary, ancillary, auxiliary works, as per drawings, Specifications, other provisions of Contract document and instruction of Owner/ Owner's Representative, including but not limited to carrying out the following works:							

	<p>a) Site Preparation, welding, radiography, coating field joints with special type heat shrinkable sleeves (DIRAX) pretesting of completed carrier pipe and making the string and welding of entry & exit point of HDD/boring with main pipeline.</p> <p>b) Pre installation hydrotesting including leaks detection and repair of defects and retesting etc. for defects attributed to contractor's faulty work Hydrotesting with main pipeline and precommissioning activities like swabbing, drying to the specified criteria as per owner/owners representative.</p>									
	<p>c) Purging with nitrogen and Commissioning of complete pipeline network including supply of all equipment, machinery, consumables, tools and tackles, manpower, etc., as per specification, provisions of bid document and instructions of Owner/Owner's Representative.</p> <p>d) Final dossier all notes & calculations as required in the specification.</p> <p>e) Preparation of as-built drawings, pipe-books (1 set of tracing on polyester film and 6 sets of as - built drawings and 1 soft copy and 3 copies of pipe book).</p>									
	<p>Installation of Crossings of carrier pipes by HDD / Moling for Road, Nala and Canal crossings etc. wherever required in all types of soils and terrain including HARD ROCK DRILLING USING DIAMOND CUTTER, pretesting, post testing etc., including laying of HDPE telecom duct in case of HDD & moling alongwith all associated works supply of all other materials, equipments, consumables, manpower, including visual inspection of all weld joints, backfilling and restoration as original of the facility crossed and performing all works as per drawings, specifications and Instructions of Owner/ Owner's Representative and provisions of contract document.</p>									
	<p>Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified time schedule at no extra cost to owner. It shall be done as per specification, code & standard and guideline by Owner/ Owner's Representative</p>									
a)	Installation of 8" NB PE Coated Steel pipe without any casing by HDD	mtr.	100.00							To be quoted on CUGL's e-tender portal
b)	Installation of 6" NB PE Coated Steel pipe without any casing by HDD	mtr.	1400.00							To be quoted on CUGL's e-tender portal
c)	Installation of 6" NB PE Coated Steel pipe without any casing by HDD in Hard Rock Strata using Diamond Cutter	mtr.	50.00							To be quoted on CUGL's e-tender portal
d)	Installation of 4" NB PE Coated Steel pipe without any casing by HDD	mtr.	3600.00							To be quoted on CUGL's e-tender portal
e)	Installation of 4" NB PE Coated Steel pipe without any casing by HDD in Hard Rock Strata using Diamond Cutter	mtr.	50.00							To be quoted on CUGL's e-tender portal
f)	Installation of 6" NB PE Coated Steel pipe without any casing by moling	mtr.	400.00							To be quoted on CUGL's e-tender portal
g)	Installation of 4" NB PE Coated Steel pipe without any casing by moling	mtr.	600.00							To be quoted on CUGL's e-tender portal
	Note:									
	<p>Note:</p> <ol style="list-style-type: none"> 1. Payment shall be based on the actual length (Length between tie-in joints) of pipeline laid by HDD/ Manual moling. Exact location of tie-in shall be approved by Owner/ Owner's Representative. 2. Above specified rates of this SOR for steel pipeline laying is inclusive of carrier pipe string preparation (welding, NDT, pretesting, Coating field joints with special heat shrinkable sleeves (DIRAX), Post Hydrotesting, pre-commissioning etc.). 3. The length of HDD/ moling mentioned is tentative and may vary to the considerable extent, depending upon requirements as per site conditions and shall be decided by Engineer-in-Charge. 4. Payment for the length of final tie-in carrier pipeline string with mainline laid by HDD/ moling are inclusive in this above item rate. No separate payment shall be made under other clauses mentioned elsewhere. 5. This item shall be executed as per specific instruction of Engineer-In-Charge. 6. The hard rock items shall be executed as per specific instruction of Engineer-In-Charge only after confirmation of soil / bore log data. 									
10	<p>INSTALLATION OF CARRIER PIPE BY HDD METHOD. (Shallow HDD or HDD along the road METHOD OR HDD ALONG THE ROAD WITHOUT CROSSING) IN ALL KIND OF STRATA</p>									
	<p>Execution of road/other crossing by Shallow Horizontal Directional Drilling (HDD) technique including mobilization & de-mobilization at site(s), supply of all materials as per the 'Scope of Supply' and all consumables, equipment, manpower & other resources and arranging the required land for site preparations and execution of, but not limited to, the following works in accordance with the specifications, drawings and as per all provisions of the contract document complete in all respect as per the instructions of the Engineer - In - charge /Site engineer.</p> <p>Taking delivery and transportation of Owner-supplied 3LPE coated pipes to the work site from designated stockpile location, inspection of the coated pipes visually and/or with holiday detector for defects, including arranging all necessary intermediate storage area required thereof till the pipes are installed in permanent position.</p>									
	<p>Complete site preparation including arranging of required land, setting up of fabrication yard, preparation of temporary arrangement for pipeline stringing, launching etc.</p> <p>Carrying out repair of pipe defects, replacement in the case of non-repairable defects and repairing damages to pipe coating including defects/ damages occurring during transportation and handling.</p> <p>String preparation including repair of pipe and pipe coating defects, welding, non-destructive testing of welds including 100% radiography (by X-ray), supply of films & all equipment and providing all facilities to Owner's representative(s) for examining radiographs, repair of defects in the welds and re-testing etc.</p> <p>Carrying out pre-installation hydrostatic testing of the complete pipeline string, as per the specifications, including repair of defects and retesting etc.</p> <p>Coating of the field joints of the pipe string to be installed by shallow HDD method with</p>									
	<p>DIRAX heat shrink sleeves of approved make used for HDD crossings.</p> <p>Repair of all coating damages in the pipe section to be laid by shallow HDD method by full encirclement sleeves using suitable cut sections of approved quality of heat shrink sleeves of approved make</p> <p>Installation of the pipeline and OFC conduit as a bundle crossing below the Road/ other utility horizontally by shallow HDD operation to the correct profile as per the approved drawings in a pre-reamed hole of appropriate size.</p>									

	Carrying out post-installation coating survey as per approved procedure. Restoration, clean-up and disposal of drilling fluid, waste and all other surplus materials etc. All other works not specifically listed herein, but required as per specifications, drawings, provisions of the contract document, calculations and construction method statement, leading to successful completion of the works.																				
a)	Installation of 6" NB PE Coated Steel pipe by Shallow HDD method	mtr	200.00																		To be quoted on CUGL's e-tender portal
b)	Installation of 4" NB PE Coated Steel pipe by Shallow HDD method	mtr	400.00																		To be quoted on CUGL's e-tender portal
	<p>Note:</p> <p>1. Payment shall be based on the actual length (Length between tie-in joints) of pipeline laid by Shallow HDD. Exact location of tie-in shall be approved by Owner/ Owner's Representative.</p> <p>2. The length of Shallow HDD mentioned is tentative and may vary to the considerable extent, depending upon requirements as per site conditions and shall be decided by Engineer-in-Charge.</p> <p>3. Payment for the length of final tie-in carrier pipeline string with mainline laid by Shallow HDD are inclusive in this above item rate. No separate payment shall be made under other clauses mentioned elsewhere.</p> <p>4. This item shall be executed as per specific instruction of Engineer-In-Charge.</p>																				
11	SUPPLY AND INSTALLATION OF ROCK SHIELD																				
	<p>Supplying & providing approved type of extruded polyethylene mesh (rock shield) on mainline pipe to protect the coating against rocky soil including supply of all inputs such as labour, materials, consumables etc. necessary to perform and complete the work in all respects in accordance with the specifications, manufacturer's recommendation and instruction of Site Engineer / Engineer-In-Charge.</p> <p>Rock shield shall be of minimum thickness as specified in the technical specification, flexible PVC (polyvinyl chloride), strand extruded rock shield pads.</p>																				
a)	6" NB	mtr.	30.00																		To be quoted on CUGL's e-tender portal
b)	4" NB	mtr.	30.00																		To be quoted on CUGL's e-tender portal
	<p>Note:</p> <p>1. Rock shield pads shall be affixed to pipe utilizing non-metallic bands of filament tape.</p> <p>2. Spacing of non-metallic banding shall not exceed 80 cm on center.</p> <p>3. Rock shield shall completely encircle the pipe with a minimum overlap of 10 cm. Overlap shall be located at the bottom radius (6 o'clock position).</p> <p>4. Back-fill should be "shaded" into the trench during back-fill procedure. Do not dump back-fill directly on protected pipe.</p> <p>5. Follow manufacturers recommendations.</p>																				
12	Supply of Ball Valves (4" and 6" BWE and FE both)																				
a)	6" BWE Manual (Gear Operated) Ball Valves as per Tender Specification	Nos.	6.00																		To be quoted on CUGL's e-tender portal
b)	4" BWE Manual (Gear Operated) Ball Valves as per Tender Specification	Nos.	12.00																		To be quoted on CUGL's e-tender portal
c)	4" FE Manual (Gear Operated) Ball Valves as per Tender Specification	Nos.	8.00																		To be quoted on CUGL's e-tender portal
13	Installation of SV stations																				
	<p>All works for installation of all underground & above ground piping at all elevations and below ground at all depth for Sectionalizing Valve Station as per P & ID and GAD in all type of terrains and soils including "Receiving and taking over" as defined in the specifications, handling, loading, transportation and unloading of all Owner supplied materials i.e. extended stem, butt welded, sectionalizing ball valve, other types of valves, line pipes for mainline from Owner's designated place(s) of issue to work site. Supply of pipes, fittings & valves for piping of size 2" dia & below, supply of all consumables, materials, manpower and carrying out all mechanical works of underground and above ground piping including fabrication, welding, non-destructive testing of welds, weld repairs/ retesting, cleaning/ flushing, pre-hydrotesting & hydrostatic testing, dewatering, functional testing, cutting of mainline and bevelling (if required), tie-in of valve assembly, including radiography of tie-in joints, corrosion, coating and external painting as required.</p>																				
	<p>Installation of instruments like pressure/ temperature instruments/ gauges, provision for tubing to the actuator in future, obtaining all statutory clearances, approvals and permissions for the works (wherever required).</p> <p>Excavation in all types of soil including soft / hard / rocky surfaces, providing 200 mm thick PCC for valve base support, backfilling and compaction with approved soil for installation of pipes and fittings, etc including sand padding all around the valves in SV station, pipe supports and fencing would be paid against separate SOR s), painting, finishing, clean-up and restoration of site; preparation of as-built drawings, documents and project records and performing all works as per drawings, specifications, other provisions of Contract document and instructions of Engineer-in-charge.</p>																				
13.1	SV STATION WITH VENTS WITHOUT BYPASS LINE AND WITH / WITHOUT FUTURE TAP-OFF. (Refer drawing no. P.Project No. D 20749 M151)																				
a)	6" NB	Nos.	8.00																		To be quoted on CUGL's e-tender portal
b)	4" NB	Nos.	12.00																		To be quoted on CUGL's e-tender portal
	<p>Note:</p> <p>1. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor with in the rate quoted.</p> <p>2. This work is exclusive of all works associated with main pipeline covered under SOR item specified as INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL).</p> <p>3. All civil / structural works including area fencing and gate, pipe supports, valve chamber shall be paid separately as per unit rate provided elsewhere in the SOR.</p> <p>4. 4" and above (fittings & flanges etc.), material supply is also in the contractor scope. It shall be paid separately under Supply item provided elsewhere in the SOR.</p> <p>5. all fittings and Valves of size 2" and below are in contractor's scope and covered under this rate only. NO separate payment shall be given for all valves and fittings of size 2" and below.</p>																				
14	Complete works for Tap-off Points (Not Part of SV Station)																				
	<p>Works at Future Connections</p> <p>Complete works of design, engineering, installation of all piping, valves, fittings at all depths inside the pit in all types of terrains and soils including transportation, handling of Owner supplied material from Owner's designated issue point(s) to work site, supply of Contractor's supplied materials to work site(s), all mechanical works including fabrication, welding, non-destructive testing of welds, weld repairs/ retesting, cleaning/ flushing, pre-hydrotesting & hydrostatic testing, dewatering, functional testing, cutting of mainline and bevelling (if required), tie-in of valve assembly, including radiography of tie-in joints, corrosion coating and external painting as required. Tape-off valve shall be welded or flanged?</p>																				

	All civil works including excavation of pit, piping supports including all PCC and RCC works for pedestals with insert plates as required, construction of valve chamber including with supply of all material and finishing, clean up and restoration of site, filling and grading of area around valve station for avoiding any local flooding of area and as per specification and instructions of Owner/Owner's representative. Preparation of as-built drawings, documents and project records and performing all works as per drawings, specifications, other provisions of Contract document and instructions of Engineer-in-charge.																				
a)	6" x 4" or 4"x4" Tap-off Stations.	Nos.	8.00																		To be quoted on CUGL's e-tender portal
	<p>Note:</p> <ol style="list-style-type: none"> 1. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor with in the rate quoted. 2. This work is exclusive of all works associated with main pipeline covered under SOR item specified as INSTALLATION OF CARRIER PIPE BY OPEN TRENCH METHOD (ALL KINDS OF SOIL). 3. All civil / structural works including area fencing and gate, pipe supports, valve chamber shall be paid separately as per unit rate provided elsewhere in the SOR. 4. 4" and above (fittings & flanges etc.), material supply is also in the contractor scope. It shall be paid separately under Supply item provided elsewhere in the SOR. 5. all fittings and Valves of size 2"and below are in contractor scope and covered under this rate only. 6. Supply of all materials of sizes 2" and below shall be in contractor's scope without any extra payment. 																				
15	Installation of Abovegroundd Valves for Connecting CNG, DRS etc.																				
a)	4"FE Ball Valves on Aboveground Pipeline. Supply and installation of bolting, nuts, gaskets and checking the proper functioning of the valves. Supply of valves is in Contractor's scope and shall be paid as per the SOR item mentioned elsewhere in the SOR.	Nos.	8.00																		To be quoted on CUGL's e-tender portal
16	PURGING & INERTISATION OF PIPELINE-INCLUDING SUPPLY OF NITROGEN																				
	<p>Purging and enrgisation of pipeline section between the two isolation valves with nitrogen to make the pipeline section free from oxygen including supply of required quantity of nitrogen and all equipments, tools and tackles, manpower etc. required for the works and as per instruction of engineer in charge. Complete with necessary regulator, hoses, pressure gauge, connections with tools and tackles. Submission of purging plan for approval before actual work and complete assistance for purging. By filling and pressurizing with nitrogen up to a pressure of 2 bar@.</p>																				
a)	6" NB	mtr.	5000.00																		To be quoted on CUGL's e-tender portal
b)	4" NB	mtr.	11000.00																		To be quoted on CUGL's e-tender portal
c)	Supply & Filling of additional nitrogen through labelled, tested, and certified cylinders of 7cu.m, complete with necessary regulator, hoses, connections with tools and tackles. Instruction of EIC. Payment shall be made on number of nitrogen cylinders used on actual basis.	Nos.	100.00																		To be quoted on CUGL's e-tender portal
	<p>Note :- Contractor shall be responsible for maintain the pressure up to 2 bar@ till commissioning. However, Additional nitrogen filling shall be paid as per relevant SOR item maintain the pressure up to 2 barg on actual basis.</p>																				
17	Pipeline Fabrication / installation of above ground pipeline (Wherever required at CNG/DRS/MRS stations and consumer ends etc.)																				
17.1	Welding of pipes with Pipes/fittings/Valves :-																				
	<p>Receiving and taking over of all free issue materials from company's designated place of issue, handling including lifting, transportation from Owners and / or contractors storage point to work site / workshop as applicable for fabrication or / and to work site for field fabrication and erection for all piping items supplied by COMPANY / CONTRACTOR.</p>																				
	<p>Fabrication including cutting, edge preparation, inclusive of grinding the edges of pipes, fittings, etc. to match with grinding the edges of pipes, fittings etc. to match with the matching edges of uneven / different thickness wherever required fit - up bending, preheating wherever required, welding etc. pipe fittings like elbows, tees, reducers, weldolets, sockolets, etc. vent and drain point connection etc. including providing stub - in connection, fabricated fittings and reinforcement pads etc. as required. Carrying out Non-destructive testing as per specification & instruction of EIC.</p>																				
a)	4" NB	Nos.	40.00																		To be quoted on CUGL's e-tender portal
b)	2" NB	Nos.	180.00																		To be quoted on CUGL's e-tender portal
c)	1.5" NB	Nos.	30.00																		To be quoted on CUGL's e-tender portal
d)	1" NB	Nos.	20.00																		To be quoted on CUGL's e-tender portal
e)	0.75" NB	Nos.	20.00																		To be quoted on CUGL's e-tender portal
	<p>Note:</p> <ol style="list-style-type: none"> 1. Supply of all materials of sizes 2" and below shall be in contractor's scope without any extra payment. 2. Welding Joints under above SOR item are for Above Ground Piping only (Except Flange). 3. The above SOR item shall be carried out only when instructed by Engineer in charge. 4. These rates shall be applied only when permitted by Engineer in charge. 5. Supply and installation of Assorted pipes of all rating/ thickness types, as required are inclusive under this SOR item, Contractor to quote accordingly. 6. 4" and above (fittings & flanges etc.), material supply are in the contractor scope. It shall be paid separately under Supply item provided elsewhere in the SOR on actual quantity basis. 7. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor within the rate quoted. These items shall not be separately measured and paid. 																				

17.2	Welding of pipes with Flanges									
	Receiving and taking over of all free issue materials from company's designated place of issue, handling including lifting, transportation from Owners and / or contractors storage point to work site / workshop as applicable for fabrication or / and to work site for field fabrication and erection for all piping items supplied by COMPANY / CONTRACTOR.									
	Fabrication including cutting, edge preparation, inclusive of grinding the edges of pipes, flanges etc to match with the matching edges of uneven / different thickness, preheating wherever required, welding etc. including supply and fixing of all types of gaskets (including gaskets for RTJ flanges), bolts and nuts for all sizes. Carrying out Non-destructive testing as per specification & instruction of EIC.									
a)	4" NB	Nos.	40.00	To be quoted on CUGL's e-tender portal						
b)	2" NB	Nos.	120.00	To be quoted on CUGL's e-tender portal						
c)	1.5" NB	Nos.	10.00	To be quoted on CUGL's e-tender portal						
d)	1" NB	Nos.	10.00	To be quoted on CUGL's e-tender portal						
e)	0.75" NB	Nos.	10.00	To be quoted on CUGL's e-tender portal						
	<p>Note:</p> <ol style="list-style-type: none"> 1. Supply of all materials of sizes 2" and below shall be in contractor's scope without any extra payment. 2. Welding Joints under above SOR item are for Above Ground Piping only (Except Flange). 3. The above SOR item shall be carried out only when instructed by Engineer In charge. 4. These rates shall be applied only when permitted by Engineer In charge. 5. Supply and installation of Assorted pipes of all rating/thickness types, as required are inclusive under this SOR item, Contractor to quote accordingly. 6. 4" and above (fittings & flanges etc.), material supply are in the contractor scope. It shall be paid separately under Supply item provided elsewhere in the SOR on actual quantity basis. 7. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor within the rate quoted. These items shall not be separately measured and paid. 									
17.3	Erection & Testing:									
	Complete work of erection, painting, testing and making ready for further commissioning / start - up carbon steel piping and fittings of all sizes and ratings including supply & installation of, all fittings like elbow, tees, reducers, swages, weldolet, socketlets, nipples, flanges, blind flanges, spectacle blind flanges, valves, pipes of sizes 2" NB & below and of all ratings including supply of all consumables, equipment, manpower and other resources and execution of but not limited to the following works in accordance with relevant specifications, drawings, scope of work and instruction of Owner/ Owner's Representative and as per all provisions of the contract document.									
	Erection of pipes of all types and thickness over sleepers, overhead on rack and at all elevations, connecting with equipment nozzle, aligning and installation for all types of valves, all online instruments and fittings of all sizes of elbow, reducers, tees, flanges, blind flange, spectacle blind flanges, branch connection / tapping, vents and drains, required for process and hydro testing, tapping for pressure gauges thermowells sample connections, etc.									
	Painting of entire system (including all pipes and accessories) as per specification, including supply of approved paints and primers, preparation of surface and application of primer and paint, identification lettering/numbering, color coding, etc. as specified including rub down & touch up of shop primer or scrapping of shop primer wherever required by COMPANY and providing scaffolding for all heights etc. Cleaning and flushing by water /compressed air, testing of the system including hydrostatic, pneumatic and any other type of testing as specified, draining, drying by compressed air / other methods approved by COMPANY.									
	Cleaning and flushing by water/ compressed air, testing of the system including hydrostatic, pneumatic and any other type of testing as specified, draining, drying by compressed air/ other methods as approved by Owner.									
	Completion of all such work in all respect as per scope of work and as per drawings specifications and instructions of the COMPANY and keeping in the system ready in all respects for further commissioning and start up.									

	Hooking up with other system piping at battery limit.																			
	Preparation of isometric, fabrication drgs. Bill of materials as per specifications, drawings and instruction of Owner/Owner's Representative																			
	Diameter																			
a)	4" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	60.00																	
b)	2" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	200.00																	
c)	1.5" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	20.00																	
d)	1" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	10.00																	
e)	0.75" NB (Including supply of pipe, fittings, flanges, valves and other items required).	mtr.	10.00																	
	<p>Note:</p> <p>1. Supply of all materials of sizes 2" and below shall be in contractor's scope without any extra payment.</p> <p>2. Welding Joints under above SOR item are for Above Ground Piping only (Except Flange).</p> <p>3. The above SOR item shall be carried out only when instructed by Engineer In charge.</p> <p>4. These rates shall be applied only when permitted by Engineer In charge.</p> <p>5. Supply and installation of Assorted pipes of all rating/thickness types, as required are inclusive under this SOR item, Contractor to quote accordingly.</p> <p>6. 4" and above (fittings & flanges etc.), material supply are in the contractor scope. It shall be paid separately under Supply item provided elsewhere in the SOR on actual quantity basis.</p> <p>7. Bolts, nuts, washer, U-clamps, gaskets etc. of all sizes required for piping facilities shall be procured and supplied by the contractor within the rate quoted. These items shall not be separately measured and paid.</p>																			
18	Supply & installation of SS pressure gauge (make - as per recommended vendor list) as per data sheet attached in the tender supply of SS pressure gauges as per data sheet and enclosed drawing and installation of pressure gauges and their accessories inclusive of supply of necessary piping materials and tubings along with all necessary valves and fittings, fabrication and installation of impulse lines / manifolds and hydraulic testing and calibration as per installation standard.																			
a.	Providing & installation of SS pressure gauge (make - as per recommended vendor list) as per data sheet attached in the tender	Nos.	10.00																	
19	Pipe supports & structures																			
a)	Supply, fabrication and erection of all types of pipe supports of MS material like clamps , saddle , guide stops , cradles , turn buckles , anchors , T-posts ; stockade / trestle and pipe bridge for overhead piping; frames for canopy , approach ladders and platforms , crossover , cable tray supports etc. including painting suitable for highly corrosive area as per specification labour and supervision & complete work as per specifications and instruction of Engineer in charge (Bolts , nuts , washers , U - clamps etc. for supporting shall be supplied by the contractor within the rates quoted . These items will not be measured and paid separately) this work is to be complete in all respect as per scope of work.	M. Ton	1.00																	
20	Structural works (Fencing & Gate)																			
a)	Supply and erection of single leaf mild steel gate 2.5 m high with mesh up to 2m height and barbed wire fencing of 0.5 m height and 2 m wide complete in all respect including painting as per specification on all MS items , all works as per specification and drawings including foundations and RCC.	No.	1.00																	
b)	Supply and erection of double leaf mild steel gate 2.5 m high with mesh up to 2m height and barbed wire fencing 0.5 m height and 4 m wide complete in all respect including painting as per TS on all MS items , all works as per specification and drawings including foundations and RCC.	No.	1.00																	
c)	Supply of all materials , fabrication and erection of chain link fencing 2.5 m high with mesh up to 2m height and barbed wire fencing complete in all respect including painting as per TS on all MS items , all works as per specification and drawings including foundations and RCC.	RM	80.00																	
	NOTE :- Rate include cost of all labor, tools , tackles, equipment , hire charges , supply of all materials such as minimum 43 grade cement including sulphate resistant cement for sub structures , R/F steel, inserts , bolts , conduits , bitumen , other minor construction materials , shuttering, stinging, earthwork in excavation and backfilling using serviceable earth in all conditions , shorting bailing and pumping out water , testing of concrete , curing etc. with all by works and sundry works. Reference Tender drawing No. P. 014714 C 21028 004/005																			
21	Permanent Markers																			
	Permanent Markers supply, fabrication and installation of all types of permanent markers along the route including all associated civil works such as excavation in all types of soil, construction in all types of soil, construction of pedestals and grouting with concrete, clearing, supply and application of approved color and quality of primer and paint (powder coated) , stencil letter cutting for numbers, direction, chainage etc., restoration of area to original condition and performing all works as per drawing, specification and instruction of Owner/Owner's Representative.																			

28.3.1	Type A for Potential Measurement with minimum two cables including 1Cx06 Sq.mm & 1Cx10 Sq.mm armoured Potential measurement cables, pin brazing connection encapsulation kit etc.,	Nos.	14.00	To be quoted on CUGL's e-tender portal
28.3.2.	Type A1 for Current Measurement with minimum four cables including 1Cx06 Sq.mm & 1Cx10 Sq.mm armoured Potential measurement cables, pin brazing connection encapsulation kit etc.,	Nos.	4.00	To be quoted on CUGL's e-tender portal
28.3.3	Type B for Galvanic Anode to Pipe Connection with minimum two cables including 1Cx06 Sq.mm & 1Cx10 Sq.mm Potential measurement cable & 1Cx10 Sq.mm armoured galvanic anode connection, pin brazing connection encapsulation kit etc.	Nos.	4.00	To be quoted on CUGL's e-tender portal
28.3.4	Type C for foreign Pipeline Crossing with minimum four cables including 1Cx06 Sq.mm & 1Cx10 Sq.mm armoured Potential measurement cables & 1Cx25 Sq.mm armoured Bonding Connection, pin brazing connection encapsulation kit etc.,	Nos.	4.00	To be quoted on CUGL's e-tender portal
28.3.5	Type D for Cased Crossing with minimum four cables including two cables of 1Cx06 Sq.mm Potential measurement cable & two cables of 1Cx10 Sq.mm armoured anode connection, pin brazing connection encapsulation kit etc.,	Nos.	4.00	To be quoted on CUGL's e-tender portal
28.3.6	Type E for Grounding Cell with minimum four cables including two cables of 1Cx06 Sq.mm armoured Potential measurement cables & two cables of 1Cx25 Sq.mm armoured galvanic anode connection, pin brazing connection encapsulation kit etc.,	Nos.	2.00	To be quoted on CUGL's e-tender portal
28.3.7	Type H for HT Line Crossing with minimum two cables including 1Cx06 Sq.mm armoured Potential measurement cables & 1Cx25 Sq.mm armoured galvanic anode connection, pin brazing connection encapsulation kit etc.,	Nos.	2.00	To be quoted on CUGL's e-tender portal
28.4	Supply & Installation of Test station HT Line Crossing with minimum two cables including 1Cx06 Sq.mm armoured Potential measurement cables & 1Cx25 Sq.mm armoured galvanic anode connection, pin brazing connection encapsulation kit etc., to accommodate 5 KA polarization cell, including terminal plate, lock, connection diagram, plates, cable termination, lugs, etc complete in all respect including labour, tools, tackles, consumables like bolts ,nut, washer etc. as per drawing, specification shall be mounted on existing foundation and direction of Owner .	Nos.	2.00	To be quoted on CUGL's e-tender portal
28.5	Supply & Installation of 05 KA Polarization cell. It should be utilized in vandal proof areas for passage of induced voltage on the pipeline in the vicinity of AC transmission lines to earth during normal as well as fault conditions. It shall maintain the isolation between Zn anode and pipeline so that CP current shall not be consumed by Zn anode. Polarization cell shall be installed in vandal proof areas in a IP-55 enclosure. Contractor to supply polarization cell with enclosure and necessary material required for making connection arrangement between polarization cell and Zn anode inside enclosure as per requirements of polarization cell manufacturer.	Nos.	2.00	To be quoted on CUGL's e-tender portal
28.6	Supply & Installation of 25 KA Polarization cell. It should be utilized in vandal proof areas for passage of induced voltage on the pipeline in the vicinity of AC transmission lines to earth during normal as well as fault conditions. It shall maintain the isolation between Zn anode and pipeline so that CP current shall not be consumed by Zn anode. Polarization cell shall be installed in vandal proof areas in a IP-55 enclosure. Contractor to supply polarization cell with enclosure and necessary material required for making connection arrangement between polarization cell and Zn anode inside enclosure as per requirements of polarization cell manufacturer.	Nos.	2.00	To be quoted on CUGL's e-tender portal
28.7	Supply & Installation of pre-packed Mg Anode (7.6 Kg) with one cable including 1Cx10 Sq.mm Unarmoured cable (with sufficient length) & encapsulation kit for cable connection termination of Anode tail cable in the TLP etc. complete in all respects as per direction of Engineer-In-Charge.	Nos.	12.00	To be quoted on CUGL's e-tender portal
28.8	Supply & Installation of Surge Diverter for Insulating Joint complete in all respects as per direction of Engineer-In-Charge including the cost of all labor, materials, tools and tackles etc.	Nos.	8.00	To be quoted on CUGL's e-tender portal
28.9	Supply & Installation of pre-packed Zinc Anode (40 years design life / Min. 22 Kg) for HT Line crossing with one cable including 1Cx25 Sq.mm armoured cable (with sufficient length), encapsulation kit termination of Anode tail cable in the TLP etc.,	Nos.	2.00	To be quoted on CUGL's e-tender portal

c)	Old pipeline pre-commissioning/commissioning including Nitrogen	MTR	400.00	To be quoted on CUGL's e-tender portal					
d)	Old pipeline pre-commissioning/commissioning excluding Nitrogen	MTR	400.00	To be quoted on CUGL's e-tender portal					
	<p>Note:</p> <p>1. This item shall be applicable for the pipeline, fittings, accessories, valves etc. between existing / proposed underground tap-off points from existing steel main grid to I.J. for U/G portion.</p> <p>2. For restoration of asphalt / concrete roads, the item for construction of asphalted top/ concrete top/ red stone etc. shall be paid separately under relevant SOR item for restoration of roads.</p> <p>3. Supply of Long Radius bends (R = 3 D) is in the Contractor scope, it shall be paid separately under relevant SOR item</p> <p>4. Concrete sheathing of carrier pipe shall be paid separately.</p> <p>5. Contractor shall not perform any pipeline activities along ROU without specified barricading as per Standard Drawing in the Tender Document and other safety measures.</p> <p>6. All fittings and Valves of size 2" and below are in contractor's scope and covered under this rate only. NO separate payment shall be given for all valves and fittings of size 2" and below.</p>								
Grand Total (Rs.)								₹ 0.00	