



VCS Quality Services Private Limited



TENDER FOR

**RATE CONTRACT AND EMPANELMENT OF
CONTRACTORS FOR INSTALLATION OF G.I. PIPE AND
LAST MILE CONNECTIVITY FOR CITY GAS
DISTRIBUTION PROJECT AT KANPUR, UNNAO,
BAREILLY & JHANSI GA**

E-TENDER ID: 54258

TENDER NO : CUGL/VCS/WORKS/2022/01

**COMMERCIAL VOLUME
(Volume I of II)**

Issued : 28.10.2022



Central U.P. Gas Limited

**CENTRAL U.P. GAS LIMITED
Kanpur| India**



COMMERCIAL TENDER

CUGL/VCS/WORKS/2022/01



**CENTRAL UP GAS LIMITED
(CITY GAS PROJECT IN KANPUR & BAREILLY)**

TENDER FOR

**RATE CONTRACT AND EMPANELMENT OF CONTRACTORS FOR
INSTALLATION OF G.I. PIPE AND LAST MILE CONNECTIVITY FOR
CITY GAS DISTRIBUTION PROJECT AT KANPUR, UNNAO,
BAREILLY & JHANSI GA**

E-TENDER ID: 54258

TENDER NO. CUGL/VCS/WORKS/2022/01

**VOLUME I OF II
COMMERCIAL VOLUME**

**OPEN DOMESTIC COMPETITIVE BIDDING
(THROUGH E-TENDERING MODE)**

0	28.10.2022	Issued for Bids	Kartik Chaturvedi	Md. Ishan	Rachna Shukla
Rev	Date	Description	Prepared by	Checked by	Approved by



TABLE OF CONTENTS

CUGL/VCS/ WORKS/2022/01

TABLE OF CONTENTS

SECTION	DESCRIPTION	Page No.
SECTION - I	INVITATION FOR BIDS (IFB)	3 - 11
SECTION - II	INSTRUCTIONS TO BIDDERS (ITB)	12 – 29
SECTION – III	GENERAL CONDITIONS OF CONTRACT (GCC)	30 – 55
SECTION – IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	56 – 68
SECTION – V	FORMS & FORMATS	69 – 103
SECTION – VI	SCHEDULE OF RATES (SOR)	104-105



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

SECTION - I INVITATION FOR BIDS (IFB)



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

OPEN DOMESTIC COMPETITIVE BID (THROUGH E-TENDERING MODE)

NOTICE OF INVITATION FOR BIDS (IFB)

TENDER FOR

RATE CONTRACT AND EMPANELMENT OF CONTRACTOR FOR INSTALLATION OF G.I. PIPE AND LAST MILE CONNECTIVITY CITY GAS DISTRIBUTION PROJECT AT KANPUR, UNNAO, BAREILLY & JHANSI GA

TENDER NO. CUGL/VCS/WORKS/2022/01

1. INTRODUCTION

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

2. BRIEF DESCRIPTION OF PROJECT

- 2.1 The present project is the extension of pipeline network in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP.
- 2.2 VCS on behalf of CUGL invites bids through single bid two-stage system from eligible bidders for Installation of G.I. PIPE AND LAST MILE CONNECTIVITY for city gas distribution project at Kanpur, Unnao, Bareilly & Jhansi GA.

3. BRIEF SCOPE

- 3.1 The main scope of work comprises Installation, Testing & Commissioning of above ground GI/ Cu pipe installation for PNG Connections to Domestic, Industrial and Commercial consumers for City Gas Distribution project including installation of Meters / Regulators etc. as per SOR. The scope also covers all the activities associated with the supply of materials (except free issue items).

A. OWNER'S SCOPE OF SUPPLY (FREE ISSUE ITEM).

- Meter
- Regulators
- Isolation Valve
- Appliance Valve

B. CONTRACTOR'S SCOPE OF WORK

- Supplied by the contractor
- Powder coated GI Pipes size from ½", ¾", 1" & 12mm copper pipe
- Powder coated GI & Copper Fittings, Brass Fittings Etc.
- Corrugated Flexible Metal Hose (Anaconda, if applicable) & Rubber hose and all materials required for natural gas conversion.
- All PPE materials required for safe execution of projects.
- As other materials required for smooth execution of project over and above as mentioned.



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

- All above supply quantity shall be procured from owners approved vendors only after approval from CUGL/VCS & as per instruction of Engineer-in-charge (EIC).

3.2 For detailed Scope of work and specifications, refer Technical volume II of II.

4. CONTRACT PERIOD

4.1 The Period of Contract shall be Two (2) years from the date of empanelment.

4.2 The mobilization period shall be 10 days from date of award of the work.

5. BID VALIDITY

Bid should be valid for **120** days from the date of schedule submission.

6. BIDDING PROCEDURE

6.1 Bidding will be conducted through **Open Domestic Competitive Bidding basis**. Single stage two bid system is adopted for this tender.

6.2 The submission and opening of bids will be through e-tendering mode at CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcpocure.com>) and participate to participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the CUGL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://cugl.abcpocure.com>.

Note:

(1) *To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with e-tendering website <https://cugl.abcpocure.com>. Please also note that the bidder has to obtain digital signature token (Class II or Class III Certificates with signing and encryption combo key usage issued by any Certifying Authority recognized by CCA India with their profile) 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.*

(2) *CUGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.*

7. DETAILS OF BID DOCUMENTS

7.1	Tender Document Number	CUGL/VCS/WORKS/2022/01, Dated 28.10.2022
7.2	Availability of tender document on tendering website for sale	28.10.2022 to 10.11.2022 till 1500hrs.
7.3	Pre bid meeting	<p>On 03.11.2022 at 1130 HRS. IST through video conferencing: To join the video Pre-Bid meeting, click this link: https://meet.google.com/fkc-njij-evo</p> <p>Otherwise, to join by phone, dial +1 401-903-2458 and enter this PIN: 963 942 898# To view more phone numbers, click this link: https://tel.meet/fkc-njij-evo?hs=5</p>



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

7.4	Bid Submission date and time	10.11.2022 till 1500 HRS. IST, on tendering website https://cugl.abcprocure.com
7.5	Un-Priced bid opening date and Time	10.11.2022 at 1530 HRS. IST at CUGL, on e-tendering website https://cugl.abcprocure.com .
7.6	Price bid opening date and time	Date and time shall be intimated later
7.7	Address for opening of bids through e-tendering website https://cugl.abcprocure.com .	Ch. Manager C&P Department Central U. P. Gas Limited 7 th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024

NOTE:

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.

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. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

Disclaimer clause: Bidders are advised to visit 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.

Bid shall be uploaded in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 28.1 of ITB.

Following documents need to be uploaded along with Un-Priced bid on e-Portal.

- i) EMD/Bid Security
- ii) Power of Attorney
- iii) Forms & Formats as per Section – V

PART-II (PRICED BID)

1. Priced bid shall contain Item Wise variation in percentage (both + and -) for the offered Rates in the SOR without any conditions as per clause no. 28.2 of ITB.
2. Percentage variation quoted by bidders shall not vary more than +5% or -5%. In case bidders quote beyond the +5% or -5% variation, such bids shall summarily be rejected.



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

8. BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL

- 8.1.1 Bidder should have executed a single contract/order of at least **INR 50 Lakhs**, exclusive of taxes (value executed up-to the date of bid submission shall also be considered) which includes GI/Cu installation work directly in any City Gas Distribution Network entity in India within last 7 (seven) years reckoned from bid due date.

8.2 FINANCIAL

8.2.1 Annual Turnover

The bidder should have achieved minimum annual turnover during anyone of the last 3 preceding financial years shall be **INR 50 Lakhs**.

8.2.2 Net Worth

The net worth of the bidder must be **positive** as per preceding financial year audited financial statement.

8.2.3 Working Capital

The working capital of bidder should be **INR 10 Lakhs** for last audited financial year.

Note:

- If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores, confirming the availability of line of credit for amount as specified above, (Refer format as attached in 'Forms & Formats' for certificate from Bank for Line of Credit).
- Annual audited reports including Balance Sheets and Profit & Loss account statement for which the data to be provided so that the data provided above can be verified. In case, Audit is not mandatory as per the Statutory Norms for Bidder, the bidder is required to submit a copy of the Annual Accounts duly certified by a Chartered Accountant along with the copy of Income Tax Return.
- For the bidders whose financial year is a calendar year, for such bidders the audited financial results for the preceding calendar years shall be applicable.
- Bidders must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for preceding three audited financial years in support of the above. In absence of requisite documents, Purchaser reserves the right to reject the bid without making any reference to the bidder.
- In case of tenders having the bid closing date up to 30th September of the relevant financial years and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to that relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years (*In case Government extends the time line for submission of Financial returns, then the same shall be applicable here as well*).
- Bidder to quote for full quantity as per SOR. Bid with part quantity shall be liable for rejection



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

9. THE DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER TO SUBSTANTIATE THEIR QUALIFICATION UNDER BIDDER EVALUATION CRITERIA (BEC) SHALL BE AS FOLLOWS:

Sl. No.	BEC Clause no.	Documents required.
Technical BEC		
1	8.1.1	<p>a) Copy of Purchase / Work Order. Bidder to note that in submitted Purchased order / work order along with detailed SOR clearly describing scope of work.</p> <p>b) Completion certificate from owner/ client certifying executed amount against the submitted Purchase order/ work order in single contract.</p>
Financial BEC		
2	8.2.1 Annual Turnover	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for three preceding financial years
3	8.2.2 Net Worth	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year
4	8.2.3 Working Capital	<p>Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year</p> <p>In case of inadequate or negative working capital, Letter from the bidder's Bank (as per format F-15), having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit for at least working capital requirement as stated in BEC.</p> <p>Certificate from Chartered Accountant for details of financial capability (F-16).</p>

Note: -

- Owner reserves the right to get direct feedback from user on satisfactory performance.
- **All the documents furnished by the bidder in support of "Bid Evaluation Criteria (BEC) – Technical" shall be necessarily certified / attested by Chartered Engineer and Notary Public with signature and legible stamp.**
- **All the documents furnished by the bidder in support of "Bid Evaluation Criteria (BEC) – Commercial" shall be necessarily certified / attested by Chartered Accountant and Notary Public with signature and legible stamp.**
- If bidder fails to provide the requisite documents, CUGL/VCS reserves the right to reject the Bid.
- 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.



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

- It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by them is liable to be rejected.
- CUGL's decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

10. BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

- 10.1 All bids must be accompanied by a bid security amount of **INR 2 Lakhs**.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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' 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.

NOTE:

In case of any conflict among the various documents of this requisition, the **BEC** requirement shall govern. Compliance with these specifications shall not relieve the bidder of the responsibility of furnishing equipment and accessories of proper design, material and workmanship to meet the specified operating conditions. No deviations to the technical requirements and to the scope of supply specified in this enquiry document shall be accepted and offers not in compliance to the same shall be rejected. In case a deviation is required due to inherent design of the equipment offered, the bidder shall list all such deviations at one place giving reasons thereon.

- 10.6 Bid security / EMD against e-tender can be submitted either through online/RTGS e-payment mode available on e-tender portal or in the form of BG/Demand Draft in favour of Central UP Gas Limited, payable at Kanpur or in the form of Bank Guarantee from any Nationalized/ Scheduled Indian Bank or by the branch of a reputable international bank located in India, as per proforma attached in the Tender document. Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 180 days from scheduled date of bid submission.
- 10.7 Bid security/EMD can also be submitted through online transaction directly to Central U.P. Gas Limited account as mentioned below. Bidders opting for this mode of EMD shall be required to upload the successful transaction details along with their bid under the EMD section of the portal, failure of which may render the bid liable for rejection.

Name of A/c Holder	Central U P Gas Limited
Bank Name	Union Bank of India
Account No.	455201011012003
IFSC	UBIN0563081
Bank Name	Union Bank of India
Bank Address	Trade Tax Office Lakhanpur Road Dist Kanpur-208024



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

- 10.8 Bidders have to upload scanned copy of their EMD on the e-tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. Bidders submitting bid security in the form other than that of online transaction, shall submit the same in physical form to HOD (C&P), C&P Department, Central U.P. Gas Limited 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024 within 7 working days from the date of bid opening, failure of which may render the bid liable for rejection.
- 10.9 PSUs and firms registered as Micro/Small Enterprise with MSME or NSIC are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.
- 10.10 Subject to exemption permissible, offers without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.

11. BIDDING ENTITY

- 11.1 Bids may be submitted by an entity (sole domestic bidder) and must be duly registered with GST.
- 11.2 Bidding through JV or in a consortium is not permitted.
- 11.3 Sole bidder shall meet each requirement of the Bid Evaluation Criteria (BEC) as mentioned above.

12. PRE-BID MEETING

- 12.1 The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser at least one day prior to pre-bid meeting date. The pre bid meeting shall be organized online. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting.
- 12.2 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

13. GENERAL

- 13.1 The bids received after bid due time/ date shall be rejected.
- 13.2 Bids through Fax/ E-MAIL are not acceptable.
- 13.3 CUGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 13.4 Owner/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.
- 13.5 Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.
- 13.6 Contact details of owner is given below:

Ch. Manager
C & P Department
Central U. P. Gas Limited
7th Floor, UPSIDC Complex,



INVITATION FOR BIDS (IFB)

CUGL/VCS/WORKS/2022/01

A-1/4, Lakhanpur, Kanpur-208024

Name : Mr.K.K Gupta

Telephone: +91 (0512) 2582455 Email: kkgupta@cugl.co.in

Name : Mr. Shivam Bhatia

Telephone: +91 (0512) 2585001 Email: sbhatia@cugl.co.in

13.7 Contact details of consultants is given below:

HOD (C&P)

VCS Quality Services Pvt. Ltd.

Unit no. 1116 - 1121, Tower 4, 11th Floor,

Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P

Telephone: +91 9899812852/6392973123/9818794146

Email: rachna.shukla@vcsprojects.com; cp5@vcsprojects.com; cp2@vcsprojects.com



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

A. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

4. Corrigendum/ amendment, if any, shall be notified on the site <https://cugl.abcprocure.com>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - a. Vendors are advised to log on to the website (<https://cugl.abcprocure.com>) and arrange to register themselves at the earliest, if not done earlier.
 - b. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - c. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. **In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

- d. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
- e. Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- f. No manual bids/offers along with electronic bids/offers shall be permitted.
7. No responsibility will be taken by CUGL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date/time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as CUGL officials.
8. CUGL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:
Contact Numbers: 9870089747
E-mail id: support.cugl@eptl.in | support@abcprocure.com

FOR TENDER RELATED QUERIES:

HOD (C&P)
VCS Quality Services Pvt. Ltd.
Unit no. 1116 - 1121, Tower 4, 11th Floor,
Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P
Telephone: +91 9899812852/6392973123
Email: rachna.shukla@vcsprojects.com; cp5@vcsprojects.com; cp2@vcsprojets.com



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

1. TENDER DOCUMENTS SEARCH

- 1.1 Tender can be checked on <https://cugl.abcprocure.com> portal through for bidding.

2. BID PREPARATION

- 2.1 Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).
- 2.2 Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under "My Documents" link on the portal first. These can be later attached as part of their bid documents during bid submission.
- 2.3 Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

3. BID SUBMISSION

- 3.1 Bidder will be entirely responsible for any last minute issues CUGL/ VCS shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.
- 3.2 For EMD, bidder has to select the mode of payment (BG/e-payment) and fill in the required details along with scanned copy. Exempted vendors can select 'Exemption' and upload valid certificate for the same.
- 3.3 A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.
- 3.4 Bidders may need to update their encryption/cipher certificate in their Profile to enable the system to upload excel files. For this, go to the 'Profile' tab on the portal and click 'Capture cipher certificate' button on the update profile page. Follow the java application steps as instructed and save your profile.
- 3.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 3.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 3.7 It is important to note that the bidder has to click on the 'Final Submit Bid button', to ensure that the Bid Submission Process is completed. Bids which aren't submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.
- 3.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

- 3.9 Bidders to note that in case they wish to modify/re-upload certain documents before bid submission deadline, they can do so by going to the bid submission page and clicking re-upload action button appearing in front of each uploaded document. **In no case should the bidder click on 'Withdraw' button. Please note that upon clicking withdraw button, bidder will not be allowed to participate in that tender again.** It is only meant in case bidders need to withdraw their participation from a specific tender.

4. ASSISTANCE TO BIDDERS

- 4.1 Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.
- 4.2 For e-Procurement technical support or any queries related to the process of online bid submission or queries relating to e-Portal in general may be directed to e-portal Helpdesk of M/s E-Procurement Technologies Limited. The contact number for the helpdesk is Contact Numbers: 9870089747

5. Email Support:

For any e-Procurement application related service requests and technical issues related to document uploads, encryption/decryption key issues, bidder login issues, new registration issues, key uploads, DSC key installation, bid submission, system users may please mail to support.cugl@eptl.in | support@abcprocure.com Any issues encountered due to last minute actions by the bidders shall not be the responsibility of CUGL. Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline.

B. INTRODUCTION

6. INTRODUCTION

- 6.1 The Owner/ Purchaser invites sealed bids through e-tendering mode for the supply of goods as mentioned in the tender documents.
- 6.2 The bidding document specifies the contractor scope of work, terms and conditions.
- 6.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 6.4 Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion.

7. ELIGIBLE GOODS AND ORIGIN OF GOODS

- 7.1 All goods and related services to be supplied under the contract shall have their origin only in source countries, which are not prohibited to trade with by any law or rules made there under having the force of law of the Union of India or any state Government of India.
- 7.2 For purposes of this clause, "Origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 7.3 The origin of goods and services may or may not be from the home country of the Bidder.



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

8. ELIGIBILITY OF BIDDERS

- 8.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 8.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.
- 8.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.
- 8.4 The bidder should not be on holiday or black listed by Purchaser, any government ministry / MOPNG) / any government (national, state or local), PSU, PSU-JV and/or other government entities. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

9. ONE BID PER BIDDER

- 9.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.
- 9.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.
- 9.3 Alternative bids are not acceptable.

10. SINGLE POINT RESPONSIBILITIES

- 10.1 The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/ joint bid shall be accepted. The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor / supplier/sub-service provider.

11. COST OF BIDDING

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

12. NON-TRANSFERABILITY OF THE BID DOCUMENTS

Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

C. THE BID DOCUMENTS

13. CONTENT OF BID DOCUMENTS



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

- 13.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause "AMENDMENT OF BID DOCUMENTS" of Instruction to bidders (ITB).

Volume I: Commercial Volume consisting of:

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : General Conditions of Contracts (GCC)
- Section – IV : Special Conditions of Contracts (SCC)
- Section – V : Forms and Formats
- Section – VI : Schedule of Rates (SOR)
- Section –VII : Forms to be used after award of Contract.

Volume II: Technical Volume

- 13.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

14. CLARIFICATION ON BID DOCUMENTS

A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on e-procurement website <https://cugl.abcpurchase.com> and official CUGL website along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

15. AMENDMENT OF BID DOCUMENTS

- 15.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.
- 15.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 13.0 and shall be hosted on the on website <https://cugl.abcpurchase.com> before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

- 15.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner / Consultant, at its discretion, may extend the deadline for the submission of bids.
- 15.4 Bidders are advised to visit <https://cugl.abcpurchase.com> e-tendering website from time to time to get updated information / documents.

D. PREPARATION OF BIDS

16. LANGUAGE OF BID

- 16.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English.
- 16.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

17. DOCUMENTS CONSTITUTING THE BID

- 17.1 The bid prepared by the Bidder shall comprise the following components that are required to be provided on the e-tendering portal:
- Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
 - Price Bid having Price Schedule/SOR filled up in accordance with tender documents.
 - Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and
 - Bid security furnished in accordance with Performa given in this bid documents.

18. BID FORM

- 18.1 The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 28.1 of ITB.
- 18.2 In two-part bidding as specified in IFB, Bidder shall bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule.

19. BID PRICES

- 19.1 The Bidder shall e-quote Bid Prices on appropriate format of "Schedule of Rates" (SOR) as enclosed part of bid documents as it proposes under the contract.
- 19.2 The unit rates defined in "Schedule of Rates" are rates declared by CUGL & shall remain firm, fixed and valid until completion of the contract and will not be subject to any variation.
- 19.3 The bidders are required to quote only the percentage (Plus (+) (increase), minus (-) (decrease) or zero (0) (at par)) up to two decimal places and will not vary more than +5% or -5%. In case bidders quote beyond the +5% or -5% variation, such bids shall summarily be rejected. Bidders shall quote the percentage variation on itemwise estimated value published elsewhere in SOR.



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

- 19.4 The unit rates indicated in the Schedule of Rates are inclusive of all applicable taxes and duties, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipment, machineries, spares, etc. but excluding GST as indicated separately in SOR.
- 19.5 Bidder shall quote only the percentage (Plus (+) (increase), minus (-) (decrease) or zero (0) (at par)) up to two decimal places on itemwise basis in "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 19.6 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST&SGST/UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST&SGST/ UTGST or IGST) on the contract value shall be indicated in unpriced offer.
- 19.7 Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOW.
- 19.8 The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications and other contents of Bidding Document.
- 19.9 It will be the duty of BIDDER / CONTRACTOR to duly observe and comply with all laws, rules, regulations, orders and formalities applicable to GST, and other taxes & duties etc. on the manufacture, sale and / or supply of any material to the CUGL. The BIDDER/CONTRACTOR shall keep the CUGL indemnified from and against any and all claims, demands, prosecutions, penalties, damages, demurrages and / or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

20. PRICE BASIS

Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account, except any statutory variation in taxes.

21. CURRENCIES OF BID

Bidders shall submit bid in Indian Rupees only.

22. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 22.1 Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 22.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- that the Bidder has the financial, technical, and production capability necessary to perform the contract.



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

- that the Bidder meets the qualification criteria stipulated in the Tender.

23. DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

- 23.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.
- 23.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:
- a detailed description of the essential technical and performance characteristics of the goods;
 - an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 23.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

24. BID SECURITY/ EMD

- 24.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.
- 24.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 24.3 Non-submission of EMD (in form of BG in physical form) to purchaser's office as mentioned in IFB may render the bid liable for rejection.
- 24.4 Original Bid Security in the form of BG/DD shall be submitted in a sealed envelope clearly superscribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement of the EMD and its consequential rejection.
- 24.5 Any bid not secured in accordance with IFB and ITB Clauses may be treated as non-responsive and rejected.
- 24.6 Earnest Money Deposit (EMD) so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their profile on the e-tender portal.
- 24.7 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.
- 24.8 The bid security may be forfeited if:
- (i) The bidder withdraws the bid within its validity.



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

- (ii) The bidder revised / modified their bids suo moto affecting the bid requirement.
- (iii) The bidder does not accept the LOA/PO/Contract.
- (iv) Execution of job has not started as per timelines defined in tender document.
- (v) If it is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process.

24.9 In case of default by bidders under MSME / NSIC category under heads (i) to (v) above, recovery letter for amount equivalent to Earnest Money Deposit (EMD) / Bid Security shall be sent to bidder and information letter indicating the nature of default shall be sent to Ministry of Micro, Small and Medium Enterprises.

24.10 PSUs and firms registered as Micro/Small Enterprise with MSME or NSIC are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid. Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.

25. PERIOD OF VALIDITY OF BIDS

25.1 Bids shall remain valid for the period specified in the IFB after the date of bid submission as prescribed by the Purchaser. Purchaser may reject the bid having shorter validity period as non-responsive.

25.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

26. FORMAT AND SIGNING OF BID

26.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

26.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

26.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

27. DEVIATIONS

27.1 Purchaser/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.

27.2 **Deviations if any have to be listed only in the Form 6** of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder,



the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.

- 27.3 Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However, Purchaser reserves the right to take the final decision in this regard, without assigning any reason.

E. PREPARATION AND SUBMISSION OF BIDS

28. PREPARATION OF BIDS

- 28.1 Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be uploaded by the bidder on the portal which shall comprise of the following:

Covering Letter with

- i. Bidder's General Information Form-1
- ii. Bid Form Form-2
- iii. List of Enclosures Form-3
- iv. Proforma Of "Bank Guarantee" For "Earnest Money / Bid Security Form-4
- v. Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form-5
- vi. No deviation confirmation / Deviation Form as per Form-6
- vii. Declaration Regarding Holiday/Banning And Liquidation, Court Receivership Form-7
- viii. Certificate For Non-Involvement Of Govt. Of India Form-8
- ix. Proforma Of "Bank Guarantee" For "Contract Performance Security / Security Deposit Form-9
- x. Agreed Terms & Conditions Form-10
- xi. Acknowledgement Cum Consent Letter Form-11
- xii. Undertaking On Letterhead Form-12
- xiii. Bidder's Experience Form-13
- xiv. Check List Form-14
- xv. Format for certificate from bank if bidder's working capital is inadequate Form-15
- xvi. Annual Turnover for last 3 year & Financial Data for last Financial Year Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant Form-16
- xvii. Power of attorney of the signatory to the bid document on non-judicial stamp paper
- xviii. Un-priced Schedule of Rates (SOR) should be mentioned as "QUOTED". Bidders to indicate HSN/SAC Code & % of GST applicable in un-priced SOR
- xix. Copy of GST, ESI, PF and PAN Registration Certificates
- xx. EMD/ Bid security
- xxi. Other documents as per Technical Volume of bid document



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

Note: All pages of the bid offer to be signed and stamped by an authorised representative (as described in bid document) of the bidder.

Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.

- 28.2 The price bid shall contain Schedule of Rates duly filled in the prescribed format available on the e-portal.

29. DEADLINE FOR SUBMISSION OF BIDS

- 29.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.
- 29.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

30. LATE BIDS

- 30.1 Any bid received by the Owner/ Consultant after the deadline for submission of bids prescribed by the Owner/ Consultant will be rejected.
- 30.2 Bidders have to upload scanned copy of their EMD or Exemption certificate with declaration letter (Annexure-1), as applicable, on the e-tender portal. During bid opening, any bid uploaded without such EMD/Exemption certificate copy shall be summarily rejected.
- 30.3 Bidders submitting bid security in the form other than that of online transaction, bidder shall submit the same in physical form to HOD (C&P), C&P Department, Central UP Gas Limited, Central U. P. Gas Limited 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024 within 07 working days from the date of bid opening. Failing to do so may render the bid to be considered as Late Bid. Such bid shall not be considered for further evaluation.

31. MODIFICATION AND WITHDRAWAL OF BIDS

- 31.1 The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 31.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.
- 31.3 Upon selecting "withdraw" option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. CUGL / VCS shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.

F. OPENING AND EVALUATION OF BIDS



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

32. OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

- 32.1 The Owner/Consultant will open all bids on the e-tendering portal at the time, on the date (as specified in IFB), and at the place specified in the Tender.
- 32.2 The Bidders' names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.
- 32.3 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

33. CLARIFICATION OF BIDS

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

34. PRELIMINARY EXAMINATION

- 34.1 The Purchaser/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 34.2 The Purchaser/Consultant may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 34.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.
- 34.4 If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

35. REJECTION CRITERIA

- 35.1 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:
- Firm Price
 - EMD/Bid security
 - Scope of Work
 - Specifications
 - Price Schedule in other than prescribed format or with insertion of any condition(s)
 - Delivery / Completion Schedule
 - Period of Validity of bid



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

- Price Reduction Schedule
- Delivery schedule
- Performance Bank Guarantee/ Security Deposit
- Guarantee/Warranty of goods / work
- Arbitration / Resolution of Dispute
- Force Majeure
- Applicable Law
- Any other condition specifically mentioned in the tender documents elsewhere that noncompliance
- Non-submission of Price Bid in Price Bid Envelope/Cover-2
- Non-submission of declaration regarding Holiday Listing status

Deviation to a clause if considered acceptable, with financial loading declared in tender document shall not be included in rejection criteria.

Prices if received in Unpriced Bid Envelope / Cover-1 shall not be considered for evaluation and bid shall be summarily rejected.

36. OPENING OF PRICE BID

- 36.1 Bidders whose bids are found substantially responsive shall be informed about the date and time of opening of price bid. Such bidders may be required to attend the price bid opening at a short notice

37. CONVERSION TO SINGLE CURRENCY

Not Applicable.

38. EVALUATION AND EMPANELMENT OF CONTRACTORS

- a. The price bids of only those bidders shall be considered for opening and evaluation, whose bid is determined to be technically and commercially acceptable to owner.
- b. Bidders will have to quote Item Wise variation in percentage Excess(+)/ At Par/ Less(-) on the offered Rates in the SOR.
- c. Percentage variation quoted by bidders shall not vary more than +5% or -5%. In case bidders quote beyond the +5% or -5% variation, such bids shall summarily be rejected.
- d. The Item wise least rates, offered by various bidders, shall be examined and compared and a Schedule of Rate (SOR) shall be prepared based on the L-1 Rates for individual items.
- e. The SOR comprising L-1 rates of all items shall be offered to all bidders. Rank-wise List of bidders who are agreeing to the offered L-1 Rates shall be prepared and empanelled on L-1 rates.
- f. The rank of empanelled vendors shall be decided as per below:
 - On the basis of higher annual turnover. The bidders shall be ranked in descending order (higher to lower) of the annual turnover (Average turnover of preceding three Financial Years).
 - In case more than one bidder is tied up at one position, then 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, shall be ranked higher.
- g. Based on the ranking, the empanelled bidders shall be offered the Work Order, in seriatim.
- h. In case, if the bidders do not accept the Work Order or reject the offer after being empaneled, the next bidder, from empaneled list, rank wise, shall be offered the Work Order and the subject empaneled contractor will be barred from any further W.O. under the subject SOR.



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

Other Conditions Related to Bid Evaluation

- Canvassing in any form will make the bid liable for rejection.
- Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- Bid should be complete covering the total scope of work indicated in the Bid documents.
- Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

38.1 After opening of price bid, tax rates as quoted by different bidders shall be compared and if any variation is observed amongst the qualified bids then confirmation on applicable HSN/SAC codes and tax rates shall be sought from each of them. Reconfirmed tax rates shall be considered for evaluation and award of contract keeping the scope and other tender terms and conditions unchanged.

38.2 Bidders are required to quote and comply with all applicable statutory requirements for invoicing.

39. CONTACTING THE PURCHASER/ CONSULTANT

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

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

G. AWARD OF CONTRACT

40. POST-QUALIFICATION

40.1 In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

40.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information, as the Purchaser/Consultant deems necessary and appropriate.

40.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

41. AWARD CRITERIA

41.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and as per below:



1. Rates shall be evaluated as **per clause no. 38 above** and Work Orders would be awarded to the empanelled bidders to work under SOR on their rank basis.
2. Upon successful and timely completion of awarded work, there will be a provision for award of Next Work Order, to any bidder, in the same category. The Next Work Order shall be awarded only after reconciliation of free issue material and closure of WO, at the sole discretion of CUGL, based on performance evaluation/assessment of contractor.
3. 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.
4. Bidders shall be offered Work Order and the location of deployment, based on their Inter-se-Ranking.

42. SPLIT OF AWARD

Not Applicable

43. PURCHASER'S RIGHT TO VARY QUANTITIES DURING THE VALIDITY OF CONTRACT

- 43.1 The Purchaser reserves the right during the validity of contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

44. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 44.1 The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. Purchaser also reserves the right not to accept lowest rates quoted by the bidder.

45. NOTIFICATION OF AWARD

- 45.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Acceptance (LOA)/ / first intimation from CUGL or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 45.2 The date of letter of intent for notification of award will constitute effective date.
- 45.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.
- 45.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.
- 45.5 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.
- 45.6 Letter of intent read in conjunction with bid documents shall be binding Contract.

46. CORRUPT OR FRAUDULENT PRACTICES

- 46.1 It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:
- a. Defines for the purposes of this provision, the terms set forth below as follows:
 - "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and



INSTRUCTIONS TO BIDDERS (ITB)

CUGL/VCS/WORKS/2022/01

- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 Borrower of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.

46.2 The Bidder warrants and undertakes to the Owner that the Bidder:

- a. shall not seek or offer gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice, either directly or indirectly, as an inducement or reward for execution of the Purchase Order/Contract or for carrying out obligations under the Purchase Order/Contract;
- b. shall ensure that any person who performs or has performed services for or on behalf of Bidder shall comply with this Clause;
- c. has and shall maintain in place effective internal control mechanism to prevent the commission of illegal or corrupt practices, either directly or indirectly, by the Bidder;
- d. from time to time, at the reasonable request of the Owner, will confirm in writing that it has complied with its undertakings in these Clauses and shall provide any information reasonably requested by the Owner in support of such compliance;
- e. shall notify to the Owner as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware. In the event, the Bidder or such persons engaged by him breaches the requirements under this Clause, the same will constitute a fundamental and material breach of the Tender/Contract/Purchase Order and consequences for such breach, including termination, shall follow.

46.3 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

SECTION-III GENERAL CONDITIONS OF CONTRACT (GCC)



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

1 DEFINITIONS

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



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

- 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.



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

- 3.4 Regarding the application of this clause, the experts appointed by the OWNER/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the OWNER in these matters.
- 3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the Contractor's obligations under the Agreement, if so required by the OWNER.

4 CONTRACT PERFORMANCE BANK GUARANTEE

- 4.1 Within twenty one (21) days of the receipt of the notification of award/ Fax of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.
- 4.2 The Contract Performance Bank Guarantee shall be taken @ 3% of the total order value. The Contract Performance Bank Guarantee shall be released within 90 days after the expiry of defect liability period of respective order.
- 4.3 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.
- 4.4 The proceeds of the Contract Performance Bank Guarantee shall be payable to the OWNER as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.
- 4.5 The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in the following form:
- a) A bank guarantee issued by a scheduled / nationalized bank is acceptable to the OWNER, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the OWNER and returned to the Contractor not later than Ninety days (90) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.
- 4.6 The contractor shall submit a written request for release of Contract performance Bank Guarantee, on successful completion of defect liability period.

5 INSPECTIONS AND TESTS

- 5.1 Refer SCC Clause 3.

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.



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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

8 PRICES

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

9 TAXES, DUTIES, ETC.

- 9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including BOCW tax, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.
- 9.2 Contractor further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.
- 9.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

10 STATUTORY VARIATION

- 10.1 All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be to Contractor's account except



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

for statutory variations in Service Tax, which shall be reimbursed by OWNER against documentary evidence submitted by the Contractor.

11 PAYMENT

- 11.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of OWNER, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective OWNER's Engineer-In-Charge within 15 (Fifteen days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer clause no. 5 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



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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:



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by OWNER for payment, based on documentary evidence of his having incurred such expenses.
- 24.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.
- a) Any and all completed works.
- a) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

25 NO WAIVER OF RIGHTS

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

26 PLANNING

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

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

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

- 26.2 The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub contractors.
- 26.3 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.

27 PROGRESS



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

- 27.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause 26 shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the OWNER in principle monthly, the actual physical progress computed by the method referred to in GCC Clause 26.
- 27.2 The planning is to be updated regularly by the Contractor, and is reviewed when the OWNER so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.
- 27.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the OWNER will notify this to the Contractor and will demand that Contractor defines, in writing and within fifteen (15) Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the OWNER.
- 27.4 The OWNER and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

28 WORK IN MONSOON AND DEWATERING

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

29 WORK ON SUNDAYS AND HOLIDAYS

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

30 SETTLEMENT OF DISPUTES

- 30.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 30.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.
- 30.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the OWNER or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

- 30.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of OWNER, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to OWNER in any manner whatsoever.
- 30.5 The Arbitration proceedings shall be held in Uttar Pradesh and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 30.6 It is hereby clarified that the Courts at Uttar Pradesh alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.
- 30.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

31 LIMITATION OF LIABILITY

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

32 GOVERNING LANGUAGE

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

33 APPLICABLE LAW

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

34 NOTICES

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

35 INSURANCE

- 35.1 GENERAL



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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

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

ii) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

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

The policy shall indicate:

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

iii) TRANSIT INSURANCE

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

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

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

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

The policy shall indicate:

1. Contract No./ Work Order no.



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

2. Complete scope of work
3. Site/ location details
4. Type of risks covered
5. Validity period of the insurance coverage

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

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

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

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

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

- 36.1 CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies within in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.
- 36.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the OWNER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- 36.3 The CONTRACTOR shall indemnify and keeps the OWNER harmless of all claims for damages to property other than OWNER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

37 DATE OF COMING INTO EFFECT

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

38 EXECUTION OF WORK



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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

39 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

40 CARE OF WORKS

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

41 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS -PRESENT

- 41.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The OWNER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the OWNER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.
- 41.2 In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

42 OWNER MAY DO PART OF WORK

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

43 POSSESSION PRIOR TO COMPLETION

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

44 SUSPENSION OF WORKS

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

45 CARE OF WORKS

- 45.1 Defects prior to taking over:

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

- 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
- 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.

45.2 Defects after taking over:

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

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

46 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

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

46.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including

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

47 DEFENCE OF SUITS

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

48 DEDUCTIONS FROM THE CONTRACT PRICE

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

49 COMPLETION CERTIFICATE

- 49.1 Application for completion certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

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

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

- 49.2 Completion certificate:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK

shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the OWNER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

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

49.3 COMPLETION CERTIFICATE DOCUMENTS:

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

- i) The technical documents according to which the WORK was carried out.
- ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE/Site In-charge.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

50 FINAL DECISION AND FINAL CERTIFICATE

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

51 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

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

52 CONTRACTOR'S RESPONSIBILITY

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



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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

53 MODIFICATION IN CONTRACT

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

54 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

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

55 SUB-LETTING OF CONTRACT

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

56 EMPLOYMENT LIABILITY OF CONTRACTOR



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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

57 COMPLIANCE OF LAWS

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



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

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

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

58 THE ENGINEER-IN-CHARGE

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

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

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

59 REPATRIATION AND TERMINATION

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

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

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

60 INDEMNITY

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



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

61 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

- 61.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.
- 61.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer -in- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the OWNER or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 61.3 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the OWNER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to OWNER on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.
- 61.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

62 JURISDICTION

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

63 FORCE MAJEURE



GENERAL CONDITIONS OF CONTRACT (GCC)

CUGL/VCS/WORKS/2022/01

- 63.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.
- 63.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.
- 63.3 Upon such occurrence, contractor shall immediately inform the OWNER and only in case OWNER decides, contractor shall interrupt the CNG re-fuelling. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per OWNER's approved procedures.
- 63.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 63.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended for the period for which such cause lasts.

64 EVALUATION OF CONTRACTORS PERFORMANCE

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



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

1.0 DEFINITIONS

GCC 1.1(c) : The Consultant is: VCS Quality Services Pvt. Ltd

Bid Documents: shall mean documents issued to the bidder pursuant to IFB Clause 7 and listed in ITB.

GCC 1.1 (h): Effective Date: shall mean the date on which Contractor's obligations will commence and that will be the date of First Notification of Award / Fax of Intent.

2.0 INTERPRETATIONS

- 2.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- 2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 2.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- 2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

3.0 INSPECTIONS AND TESTS

- 3.1 During execution of work, the works shall be inspected by the Owner or its authorised representative for acceptance of the same.
- 3.2 For contractor's supplied items, Third Party Inspection report shall be submitted by the contractor.
- 3.3 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
- 3.4 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.

4.0 STATUTORY VARIATIONS IN TAXES



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

- 4.1 The entire work covered under this contract shall be treated as works contract services. Bidder shall be required to quote only the percentage (Plus (+) (increase), minus (-) (decrease) or zero (0) (at par)) up to two decimal places and will not vary more than +5% or -5% for unit rates for all the SOR items inclusive of freight, Insurance including transit Insurance as defined in the tender document but excluding GST.

Any statutory variation in the GST during the scheduled completion period only shall be considered by the owner against documentary evidence.

5.0 PAYMENT TERMS AND MODE OF PAYMENT

- 5.1 1st running bill (RA bill) shall be processed only after submission of statutory documents like Workmen Compensation (WC) policy, Insurance policies (Open transit policy), labour license, BOCW registration, Contractor All Risk (CAR) policy, GST registrations of UP. Running bill shall be processed only after submission of RPFC/ESI challans of previous month.

- 5.2 Payment shall be made for actual installed GI.

- 5.3 The Payment terms for Execution of Work shall be as follows:

The contractor shall submit material reconciliation statement. Contractor will raise the RA bill on monthly basis and payment shall be made on certification of bill by Engineer- in-Charge as follows:

5.3.1 GI and Related Work

- i) 80% after installation of GI / Copper pipes including all fittings, regulators, valves, clamping, cementing of holes, painting and testing of installation and material consumption booking and updation of meter no. against BP in CRM/SAP.
- ii) 10% after testing and commissioning of GI, copper installation on gas & submission of RFC card.
- iii) Balance 10% on purchase / work order closure and submission of all documents as per contract and reconciliation of CUGL issued material.

5.3.2 Other Works (Not Covered Above)

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

- 5.4 The Payment shall be released through RTGS only.

- 5.5 Contractor to note that they can raise RA bills up to 90% of total awarded value of individual Purchase/ Work Order, balance amount will be paid on closure of Purchase / Work Order.

6.0 PAYMENT METHODOLOGY

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

- 6.2 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.

- 6.3 Owner will release payment as per SCC clause 5.

7.0 COMPENSATION FOR IDLE TIME



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

- 7.1 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.

8.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

- 8.1 The Contractor will strictly adhere to Health Safety and Environment policy of this Bid document.
- 8.2 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.
- 8.3 Contractor has to ensure the safety of man and machine all the times. Damages to equipment 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.
- 8.4 The contractor shall supply all the protective safety equipment 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.
- 8.5 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.
- 8.6 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.
- 8.7 Contractor shall follow CUGL's Safety Manual. Contractor may refer the Safety Manual which is available at CUGL's web site.

9.0 PROVIDENT FUND

- 9.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register them 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.
- 9.2 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.
- 9.3 In case it is observed that contractor fails to submit requisite RPFC Challans along with bills more than once during the tenancy of the contract and submits subsequently a token penalty per instance may be imposed by owner as per clause 24.

10.0 POWER AND WATER CONNECTION

- 10.1 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.

11.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

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

12.0 CONDITIONS FOR ISSUE OF MATERIALS

- 12.1 Whenever any material is issued by Owner, following conditions in addition to other conditions as specified in the contract shall be applicable.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 No material shall be allowed to be taken outside the plant without a gate pass.
- 12.6 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.
- 12.7 All free issue material shall be issued to contractor against submission of indemnity bond against each WO for 100% value of respective WO value.
- 12.8 In case manufacturing defect found in free issue material, same shall be communicated to Engineer-In-Charge within one month from the date of issue of material and material shall be return to CUGL store within 45 days from the date of issue of material. In case contractor fail to return the defective materials to CUGL store, penalty equal to twice of landed cost of defective materials shall be imposed by Engineer in Charge & his decision will be final & binding on the contractor.
- 12.9 Contractor to ensure that all free issue material shall be installed within a maximum period of 30 days from the date of issue.
- 12.10 Unconsumed free issue material value at any point of time against any WO should not exceed 20% of the maximum WO Value.
- 12.11 FIM will be issued to contractor against WO only after receipt of CPBG & Indemnity bond.

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

- 13.1 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



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

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).

14.0 NON COMPLIANCE RATIONALIZATION

- 14.1 In case of non-availability of required material to be provided by the contractor and the material being available with CUGL, it can be issued to the contractor on chargeable basis. The charges payable by the contractor shall be in advance and at the last WO rate plus 15% overhead charges. However, any delay on account of non-availability of material shall be to contractor's account for applicability of Penalty clause.

15.0 CONTRACTOR'S OBLIGATION AT SITE

- 15.1 Contractor shall establish site office in the respective areas, allotted to them with adequate facilities like three tables, six chairs, telephone, computer with mailing (internet), printer (including consumables), file rack, AC etc. for effective communication and documentation.
- 15.2 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 CUGL & CONSULTANT for effective monitoring & documentation of the project.
- 15.3 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.
- 15.4 Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with CUGL, other authorities or customers as required, without any undue delay.
- 15.5 Contractors shall provide cell phones to their supervisors for day-to-day communication with CUGL and site representatives of CUGL.
- 15.6 Contractor shall employ a Project Manager / Coordinator, Billing engineer and two site engineers on company roll. Contractor shall submit Electronic Challan cum Return (ECR) of PF deposit of all employees deployed on CUGL site as proof that employees are on company pay role. The Project Manager / Coordinator must have qualification of BE Mech / Diploma in Mech Engineering with min. 3-5 years, Billing engineer must be Graduate with minimum 3 years' experience & Site Engineers must have minimum Diploma in Mechanical Engineering with 3 years of work experience in gas pipe line job. The contractor shall submit CV of Project manager/Coordinator to CUGL and shall take prior approval from CUGL before deployment at the site.
- 15.7 Project Manager/ Coordinator shall be single point of contact for all the works and must represent company in the meetings. However, for all monthly review meetings, Owner of the contractor company shall have to be present as and when called by CUGL/Consultant.
- 15.8 Any change in key persons working at site shall be informed to the Owner promptly
- 15.9 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.
- 15.10 Contractor shall deploy Equipment, Tools & tackles etc., at site as defined in tender documents.



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

15.11 1 No. commercial vehicle (four wheeler with driver) at disposal of site in-charge of CUGL. It shall be well equipped with tools and tackles for attending online connections, VIP cases/ urgent installation and on-going execution work. In case of not providing vehicle within 30 days from date of FOI, contractor shall be liable for penalty of Rs. 2000/- per day.

15.12 Contractor shall complete all the activities defined in clause no. 16.1 & 16.2 above within 30 days from the date of FOI. On failure to fulfil the requirement, contractor shall be liable for a penalty of Rs. 2000 per day.

16.0 IT RELATED RESOURCES:

16.1 Contractor is required to arrange for Smartphones/Tablets for its teams/supervisor which would be required to capture the connection details through filed mobility software provided by CUGL. The tentative requirement for smartphone shall be as follows:

- 4GB RAM.
- 5.3 inch Screen (minimum).
- 2G/3G/ 4G (2300 MHz) Connectivity (4G for video uploads).
- GPS Chip (for Location Tracking) with A-GPS (for accuracy during absence of internet).
- GHz Quad Core Processor.
- 8MP+ Back Camera.
- 5MP+ Front Camera.
- 3,500+ mAh Battery Size.
- Android Version 6.0 and above.

16.2 Contractor shall arrange a high speed scanner at his office to ensure scanning and uploading of documents prepared on site as per CUGL requirement.

16.3 Contractor shall arrange to provide the optical code scanner with option for connectivity with smartphone to ensure automatic scanning and meter serial no. capturing in the smartphone application.

17.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

17.1 The Contractor is responsible for completing the "Material Used" section of the worksheet for each job completed. This record will be used for the reconciliation of material at the end of the job or contract.

17.2 For damaged or irreconcilable material, twice the cost of material shall be recovered however, for Domestic Meters, ten times the cost shall be recovered.

17.3 It is mandatory that the contractor is required to undertake and submit inventory details of free issue and purchased materials on monthly basis to Owner/ Owner's representative as per the approved format of the owner. The inventory details shall be in correlation with the Daily progress chart and material reconciliation sheet. Material reconciliation statement of all free issue materials shall be carried out on every three months & reconciliation statement shall be submitted to CUGL.

17.4 After the final reconciliation is carried out, the variances in materials issued against materials used and returned, will be assessed. All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for scrap/ serviceable materials other than Domestic Gas Meter, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 200% (Double of landed cost) at the time of final bill/



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

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 Purchaser. 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.

<i>Item</i>	<i>Scrap</i>	<i>Unaccountable</i>
<i>Gas Meters</i>	<i>0%</i>	<i>0%</i>
<i>Regulators</i>	<i>0%</i>	<i>0%</i>
<i>Gas Isolation, Appliance Valves</i>	<i>0%</i>	<i>0%</i>

17.5 Material consumption will be recorded on area wise basis. Material issued from the CUGL stores shall be consumed, recorded and returned using the same CUGL item code.

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

17.7 All waste materials, part lengths of pipe and other partly used items are the property of CUGL and must be returned to the stores with the appropriate documentation so that they can be considered as part of the material reconciliation.

18.0 COMPLIANCE WITH LAW

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

- a) Apprentices Act.
- b) Contract labour (Regulation & Abolition) Act.
- c) Employers Liability Act.
- d) Environment Protection Act.
- e) Factory Act.
- f) Industrial Dispute Act.
- g) Minimum Wages Act.
- h) Payment of Wages Act.
- i) Workman Compensation Act.
- j) Building and Other Construction Workers (Regulation of Employment and Condition of service) Act, 1996
- k) Any other Statute, Act, Law as applicable.

19.0 STATUTORY APPROVALS

19.1 General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Purchaser 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.



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

19.2 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.

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

20.0 SITE CLEANING

20.1 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.

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

20.3 No extra payment shall be paid on this account.

21.0 WORKMANSHIP

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

21.2 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.

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

22.0 PENALTIES

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

22.1 Penalties in respect of violation of CUGL HSE Policy shall be applicable as per From-19.

22.2 In case of non-submission of material reconciliation statement on monthly basis & along with each RA bill, Rs 10,000 per instance of delay shall be levied from the running bill.

22.3 In case of delay in submission of **Monthly Progress Report** by contractors @ Rs. 5000 per instance. (MPR to be submitted by contractor by 03rd of every month)

22.4 In case of usage of contractor's supplied-material procured from vendor other than CUGL approved list or without inspection and prior approval EIC/sited in charge, Rs. 20,000/- per instance shall be levied to the contractor from running bill.

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

- a. Contractor's failure to submit EPF/ 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 EPF challan/ receipt in immediate subsequent month



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

after deducting penalty. In case of non-submission of challans for a particular month, a penalty of Rs. 5000/- per month of delay **shall be imposed for that particular month**. This penalty will be applicable even if contractor has deposited dues with applicable interest and penalties.

- b. Delay of more than 21 days from the date of work order in obtaining / submitting WC cover or taken for shorter duration will result into penalty of Rs. 5000/- per week of delay or part thereof and maximum upto INR 40,000/-.
- c. Delay of more than 21 days from the date of work order in obtaining / submitting the required insurance policies as specified in the tender document will result into a penalty of **Rs. 5000/- per week** or part thereof and maximum upto INR 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 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. Contractor has to submit CPBG as per terms of contract within 21 days from the date of FOI. For any delay beyond 21 days in 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 for delay.

22.6 In case required numbers of equipment, Tools & Tackles as per the lists enclosed with the Technical Specifications for laying of PE Pipelines and technical Specification for installation of GI/Copper pipes, could not be provided by the contractor at the time of need, a notice shall be issued to the contractor by CUGL Site- In-charge and Rs 1000.00 per day shall be levied as penalty till such time the equipment, Tools & Tackles are available for completion of the work.

22.7 In case contractor does not settle claims for using the electricity from societies/individual residents then the same shall be settled as per clause 4.2 of SS – INSTALLATION of above ground GI/COPPER Piping & Fitting of Vol. II of II.

22.8 In case contractor fails to start execution of G.I allocated work within 30 days, CUGL shall with-held 5% of amount of such allocated work from contractor's RA bill if reasons are attributable to contractor. If contractor fails to start such work within 60 days, CUGL reserves the right to offload the allocated work, if delay is attributable to contractor and another 5% amount shall be with-held.

22.9 Such with-held amount may be released after penalty analyses recommendation from PMC as per SCC Clause 22. The Penalty in such case (wherein work has been offloaded) shall be calculated from the 31st day of allocation of work till the offloading date based on recommendation of CUGL Site In-charge/PMC.

23.0 MONTHLY TARGETS AND PENALTIES FOR SHORTFALL OF ACHIEVING TARGETS

23.1 The target and time frame to achieve the same shall be decided by EIC and would be stipulated in the WO.

23.2 Monthly target shall be considered completed after submission of RFC cards duly certified by PMC.

23.3 RFC Penalties:

- a. Penalty for shortfall of target: Minimum of 100% available registrations as on 10th of every month per shortfall (INR 700/- of per connection)
- b. Monthly penalty amount shall be deducted from RA bills.



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

- c. If CUGL fails to provide required number of registration as per given target the same no. of PNG connection shall be waived off from penalty calculation.
- d. JMR submission shall be performed within 30 days of RFC, otherwise penalty of INR 50/- per day and maximum penalty of INR 1000/- shall be implemented.
- e. Final closure with final billing along with all necessary documentation must be completed within 60 days of the expiry of work order. In case of failure penalty will be imposed at rate of 25,000/- per week and maximum upto 5 lakhs.

24.0 COMPLETION DOCUMENT

24.1 Contractor in three sets shall submit the following documents in hard binder, as a part of completion documents:

- a) Copies of the Inspection reports, Approved construction drawing, As-built drawing, Pneumatic testing, commissioning reports and other Test reports.
- b) Consumption statements of free issue materials certified by Owner's Site Engineer.
- c) Material Reconciliation.
- d) All other requirements as specified in the respective specifications.
- e) Completion Certificate issued by Owner's Site Engineer.
- f) No claim and No dues certificate by the Contractor.
- g) Recovery statement, if any.
- h) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- i) Copies of deviation statement and order of extension of time, if granted.
- j) Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI challans etc.
- k) Any other contractual documents required on completion.

25.0 TIME LIMIT FOR CLAIMS

25.1 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 is writes to claim the same, if the claim is not raised within this period.

26.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

26.1 Contractor will place timely orders on Owner's specified manufacturers/agencies 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 and despatch clearance by Owner. The items and quantities shall be in accordance with the work to be executed and shall be verified by Owner for its appropriations.

26.2 All material will be manufactured as per approved Quality Assurance Plan (QAP) only to be specified by Owner. Material will be inspected by owner's appointed third party inspection (TPIA), the charges of which shall be in owner scope.



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

- 26.3 After approval of QAP, Contractor will submit a schedule production plan mentioning qty's of production along with inspection call at-least one week in advance from the date of commencement of production.
- 26.4 Contractor will submit a written request to Owner for dispatch clearance of material. For this purpose, he will be required to submit detailed material test inspection report and release note issued by the TPIA. On getting the dispatch clearance, the contractor will arrange material dispatch to the designated project site(s).
- 26.5 Contractor shall arrange for proper storage of his material distinctly separate from free-issued material. Contractor shall require appraising Owner regarding cover area, lock & key arrangement of its safe custody, resources marked safe and proper receiving, stocking, issuing, and maintaining all verifying records on regular basis.
- 26.6 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.
- 26.7 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.
- 26.8 Before award of works order/ starting of work at allotted site, contractor shall provide details of stores and site office established by him for the intended work. Failing which the allocation of work may be deferred by Owner. Also, the contractors shall submit details of tools& tackles under his procession required for execution of the work. Owner shall verify all these aspects before allocating work to the contractor.
- 26.9 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.

27.0 CONTRACT PERFORMANCE BANK GUARANTEE

In Continuation to GCC Clause No.4 bidder to adhere followings:

- 27.1 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.
- 27.2 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 Owner may take under the Contract. Owner also reserves the right to debar the bidder in participating in the tenders for similar work for one year.
- 27.3 The Contract Performance Bank Guarantee should be kept valid for 90 days beyond the completion of contract performance period of one year from the date of completion of work in all respect. i.e. initial period of CPBG shall be **"Completion Period of Respective Work Order + Contract Performance Period of 12 months+ 90 days"**.



SPECIAL CONDITIONS OF CONTRACT (SCC)

CUGL/VCS/WORKS/2022/01

27.4 In the event, if contract period is extended, the contractor shall have to extend the validity of the Contract Performance Bank Guarantee suitably to cover the extended period

28.0 CORRESPONDING ADDRESS

Purchaser/ Owner

Ch. Manager
C & P Department
Central U. P. Gas Limited
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur-208024

Name : Mr.K.K Gupta

Telephone: +91 (0512) 2582455 Email: kkgupta@cugl.co.in

Name : Mr. Shivam Bhatia

Telephone: +91 (0512) 2585001 Email: sbhatia@cugl.co.in

Consultant

HOD (C&P)
VCS Quality Services Pvt. Ltd.
Unit no. 1116 - 1121, Tower 4, 11th Floor,
Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P
Telephone: +91 9899812852/6392973123/9818794146
Email: rachna.shukla@vcsprojects.com; cp5@vcsprojects.com; cp2@vcsprojects.com



SECTION - V
FORMS & FORMATS



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

Form 1
BIDDER'S GENERAL INFORMATION
(Information must be provided on bidder's letterhead)

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN _____

1-4 Operation Address
(If different from above): _____

City _____ District _____

State _____ PIN _____

1-5 Telephone Number: _____
(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____
(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details} _____

1-11 Bank's Name : _____

1-12 Bank's Branch : _____

1-13 Branch Code : _____

1-14 Bank account number : _____



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

1-15 IFSC Code: _____

1-16 MICR Code: _____

1-17 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: _____

1-18 If others, please specify _____

1-19 **Details of Directors/ Proprietors/ Partners** _____

(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.

1-20 PAN No.: _____

1-21 EPF No.: _____

1-22 GST Registration no.
(If registered) _____

1-23 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Bidders have to submit supporting documents for the above details including the following:
 - a. PAN card copy
 - b. GST certificate copy (of the same state as the office address mentioned above)
 - c. Cancelled cheque of the bank account mentioned above



Form 2

BID FORM

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

Bid Document No:

SUB :.

Dear Sir,

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

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

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

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

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



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

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:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

F-3

LIST OF ENCLOSURES

To,

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

Bid Document No:

SUB :

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 9 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

FORM-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:
SUB ..

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 _____ having our _____ Bank _____ at _____ (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 _____.



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-25.1".
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.



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

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:
SUB :.

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



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

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.



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

Form 6

"NO DEVIATION" CONFIRMATION

To,

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

Bid Document No:

SUB :.

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**FORM-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:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

FORM-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:

SUB :.

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:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

FORM-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.



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

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.



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

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.



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

FORM-10 **AGREED TERMS & CONDITIONS**

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

Bid Document No:
SUB .

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.



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable Service Tax & Edu. Cess thereon	SEC----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 04 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	
14.	Confirm that Annual Reports for the last three financial	



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ CUGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

FORM-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:
SUB :

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 :



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

FORM-12 **UNDERTAKING ON LETTERHEAD**

To,

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

Bid Document No:
SUB :.

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

FORM-13

BIDDER'S EXPERIENCE

To,

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

Bid Document No:
SUB :.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

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:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court 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.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment		



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

	(where financial criteria of BEC is applicable).		
--	--	--	--

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

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

FORM-15

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

To,

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

Dear Sir,

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

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

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly,

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

FORM-16 **FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER**

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

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

Instructions:

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



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

FORM-17

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:
SUB :.

SL · N O.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	CUGL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subjec t		

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 :

**FORM-18****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.

DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL

Sr. No.	Document Header Name	Document Description
1.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
2.	Form 1 General Info with Supporting Docs	Bidder's General Information as per appended format along with PAN card copy, GST registration certificate and copy of cancelled cheque in support.
3.	Form 2	Bid Form
4.	Form 3	List of Enclosures
5.	Form 4	Proforma Of "Bank Guarantee" For "Earnest Money / Bid Security
6.	Form 5	Letter of Authority
7.	Form 6	Deviation Form as per appended format
8.	Form 7	Declaration Regarding Holiday/Banning And Liquidation, Court Receivership
9.	Form 8	Certificate For Non-Involvement Of Govt. Of India
10.	Form 9	Proforma Of "Bank Guarantee" For "Contract Performance Security / Security Deposit
11.	Form 10	Agreed Terms & Conditions
12.	Form 11	Acknowledgement Cum Consent Letter
13.	Form 12	Undertaking On Letterhead
14.	Form 13	Bidder's Experience
15.	Form 14	Check List
16.	Form 15	Format For Certificate From Bank If Bidder's Working Capital Is Inadequate.
17.	Form 16 Annual Turnover for last 3 year & Financial Data for last Financial Year	Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant
18.	Form 17	Bidder's Queries For Pre Bid Meeting
19.	Audited Annual Financial	Annual audited reports complete in all respect of last three

Sr. No.	Document Header Name	Document Description
	Statements	financial years in support of Form 16
20.	Form 18	CA Certificate Format For MSE
21.	Form 19	Health, Safety and environment [Hse] Specifications
22.	Agreement	Contract agreement

FORM-19

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 or 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.

AGREEMENT

Contract agreement for the work/hiring services of.....2022
(Two Thousand Twenty Two) between M/s in the town of
.....hereinafter called the “CONTRACTOR (which term shall unless excluded by or repugnant to the
subject or context include its successors and permitted assignees) of the one part and the CUGL hereinafter called the
“Owner” (which terms shall unless excluded by or repugnant to the subject or context include its successors and assignees)
of the other part.

WHEREAS

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

AND WHEREAS

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

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

1. In consideration of the payment to be made to CONTRACTOR for the WORK/HIRING SERVICES to be executed by him, the CONTRACTOR hereby covenants with OWNER that the CONTRACTOR shall and will duly provide, execute and complete the said WORK and shall do and perform all other acts and things in the CONTRACT,



FORMS & FORMATS

CUGL/VCS/WORKS/2022/01

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 simpliciter 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, rock etc. dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, 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

IN PRESENCE OF TWO WITNESSES

1.....

1.....

2.....

2.....





SCHEDULE OF RATES (SOR)

CUGL/VCS/ PRC/2022/02

SECTION - VI

SCHEDULE OF RATES (SOR)

 ENERGISING QUALITY		<p align="center">SCHEDULE OF RATES FOR GI / CU INSTALLATIONS IN KANPUR, UNNAO, BAREILLY & JHANSI OF U.P. FOR CUGL</p> <p align="center">Tender No.CUGL/VCS/WORKS/2022/01 Tender ID:54258</p>			 CUGL Central U.P. Gas Limited	
<p align="center">Following is the format of SOR for Reference. The bidders are supposed to fill in the details of the SOR on the e-tendering portal in the prescribed format</p>						
Name of Bidder:						
S.No.	ITEM DESCRIPTION	UNIT	Unit Rate without GST	%age to be quoted	Quoted Unit Rate without GST	
INSTALLATION OF GI/COPPER						
1	Supply & Installation of Powder Coated GI Service Pipe & Fittings- By Threaded Piping Method					
	Assessment of material requirement for installation at site, Order placement and Purchasing of Powder coated GI Pipes, GI fittings, Copper pipes & fittings, Brass Fittings & Flexible hose (Anaconda) from approved /recommended vendors of CUGL, Scheduling, Planning of material & Forwarding inspection call, getting dispatch clearance, handling, loading, transportation and unloading of these items at respective contractor's store. Receiving, taking over, handling, loading, transportation and unloading of owner supplied above ground fittings such as regulators, meters, Isolation Valves & appliance valves and other free issue items as defined in specification from Owner's designated stock yards to Contractor's own stores / work sites, proper storing, stacking, identification, providing security and insurance cover. Preparation and approval of sketches, schedules & execution procedures. Finalising optimum route with consent of customer from transition fitting to cooking oven / appliance and ensuring installations in well ventilated area. Making temporary but stable platforms/ scaffolding/ rope ladders and supply of all other safety devices. Portal entry for new connections - New registration tracking and feasibility survey and its updation as per CUGL defined TAT;printing of stationary as per approved CUGL formats required during connections (Refer drg No.....);					
	Installation of GI service pipes & fittings from TF to final installation, regulators, Valves etc. including NPT threading, as specified, Drillings of holes through the walls (Brick, RCC), Granite, Marble, Wood Cutting, Glass Cutting with proper heavy duty hammer drill machine, tools & tackles, using proper sealant/grout material and colours to match the original replacement of the damages during drilling, restoring the area to the original condition, Painting of scratched length of powder coated pipe and fittings after proper surface finish by one coat of approved primer paint and two coats of approved synthetic enamel paint. Restoring the wall surface to original conditions.					
	Supply & fixing of approved clamps & nylon rawl plugs with SS 304 2" screws, grout material, suitable thread sealant i.e. Teflon Tape, Joining of transition fitting to above ground service GI pipes, testing, purging and commission of the complete installation. The rates in connections also includes meter installation, tap off rates and conversion of burners. The GI installation in already gas charged areas, planning & coordinating with existing consumer's for New tap offs from existing riser with or without tee, testing of these existing risers and commissioning of these connections with newly tapp offs etc.is inclusive.					
	Supply of material and making pedestal for TF and Riser shall be inclusive.					
	PNG CONNECTIONS FOR DOMESTIC CONSUMERS					
1.1	1/2" - GI pipe-all floor	M	To be quoted on CUGL's e-tender porta			
1.2	3/4"- GI Pipe- All Floor	M				
1.3	12 MM Cu Pipe Inside Kitchen	M				
1.4	Welded Riser-3/4"	M				
1.5	Welded Riser-1"	M				
2	Testing & Commissioning of Already Installed GI & Cu Pipe					
2.1	1/2"GI / 3/4"GI / 12 mm Copper Pipe - Testing , Commissioning, Submission of Isometric drawing, RFC, JMR and all supporting documents and Reconciliation of Material of Already Installed Riser/Lateral (including installation of regulator & replacement of defective fittings , if required	M	To be quoted on CUGL's e-tender porta			
	NOTE: Any extra laying of pipeline more than the installed pipeline shall be paid as per SOR item No. 1					
3	Testing and conversion of Domestic Appliances					
	Conversions of all types of LPG Kitchen appliances to NG based appliances, Supply & changing of the nozzles / jets and associated controls for domestic & imported appliances with proper tools and tackles. The rates include testing of Kitchen piping from meter to Appliance valve and supply and fixing of one steel reinforced rubber hose per appliance/stove with clamps. Cleaning and performing minor maintenance, greasing etc. of the appliance. Testing and showing the performance to the customer, signing of joint meter records (JMR) and instructing the customer on use & safety norms, complete as per specifications & to satisfaction of owner / Engineer in Charge.					
3.1	NG Conversion of burners	Nos	To be quoted on CUGL's e-tender porta			
	NOTE: Payment of NG Conversion shall be paid based on number of Burners converted from LPG to PNG					
Notes:						
1	Bidders have to quote Item Wise variation in percentage (both + and -) for the offered Rates in the S.O.R.					
2	Percentage variation quoted by bidders shall not vary more than +5% or -5%. In case bidders quote beyond the +5% or -5% variation, such bids shall summarily be rejected.					
3	The SOR items would be operable as per job requirement					
4	The general activities related to installation of GI / Cu pipe as defined in tender document					
5	The scope as mentioned in the above SOR is of indicative nature only and shall include all activities as detailed in the relevant clauses of the specifications.					
6	Any other material & activities not mentioned/covered above but otherwise required for satisfactory completion /safety of work as defined in tender has to be supplied / done by contractor within specified schedule at no extra cost to owner.					
7	Prices quoted shall be all inclusive of all taxes / duties (excluding GST) and nothing extra shall be payable by the Owner except for statutory variation in GST					
8	The above quantities are tentative and may vary considerably depending upon site condition, methodology adopted as per site requirement with due approval of Owner / Consultant.					
9	The SOR shall be read along with the relevant clauses of GI / Copper installations, Vol II of II which is provided in the tender document					