

**HARIDWAR NATURAL GAS PRIVATE LIMITED
{JV OF BHARAT PETROLEUM AND GAIL GAS}**



129, New Haridwar Colony,
Behind Matrichaya Medical Centre, Ranipur More,
Haridwar - 249401 (U.K.)

TENDER DOCUMENT

FOR

**LAST MILE CONNECTIVITY (LMC) WORK FOR NEW
CONNECTIONS OF DOMESTIC AND INDUSTRIAL &
COMMERCIAL IN HARIDWAR GA**

TENDER NO.:- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

(Domestic Competitive Bidding Under Single stage two envelope systems)

INVITATION FOR BID

INVITATION FOR BID (IFB)

Tender No.: HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Date: 21.02.2024

To,

[PROSPECTIVE BIDDERS]

SUB: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Dear Sir/Madam,

1. Haridwar Natural Gas Pvt. Ltd. (CIN U40300UR2016PTC007004), a Joint venture company of Bharat Petroleum and Gail Gas Ltd. having Operational & Marketing office at 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar (UK) Pin-249401 invites bids from bidders for the subject works, in complete accordance with the following details and enclosed Tender Documents.
2. The brief details of the tender are as under:

(A)	BRIEF SCOPE OF WORK	Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA as per Section – III & Section - IV	
(B)	TENDER NO. & DATE	Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01 Date: 21.02.2024	
(B.1)	TENDER FEE	Not Applicable	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	*
		TWO BID SYSTEM	✓
(D)	TYPE OF TENDER	E – TENDER	*
		MANUAL	✓
(E)	CONTRACT PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT	APPLICABLE [Please refer Clause No. 37 of ITB for more details.]	
(F)	CONTRACT PERIOD	One [1] year from the date of FOA or specified in FOA	
(G)	BID VALIDITY	90 Days from the due date of Bid Submission	

(H)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)		
		Items	Description
		EMD Amount (In Rs.)	
1	Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA	Rs. 2,48,567/-	
		<p>Note:</p> <ol style="list-style-type: none"> 1. MSE bidders need to submit EMD/Bid Security as per relevant clauses of tender (cl. 16 of ITB, etc.), failing which bid shall be treated as 'Bid not accompanied with EMD' and shall be rejected. 2. EMD in form of DD/BG submitted along with the unprice bid. 3. Declaration for bid security as per Form F-23 shall be submitted by MSEs, Start-Ups (if applicable) and CPSEs (to whom exemption is allowed as per extant guidelines in vogue). 4. Refer clause no.16 & 39 of ITB for further details. 	
(I)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 21.02.2024 (1400 Hrs, IST) to 07.03.2024 (1400 Hrs, IST) on our official websites: http://www.hngpl.in	
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>Date : 26.02.2024 Time : 1100 Hrs Venue : Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 Bidder is requested to submit Authorization letter (F-5) via e-mail: tenders@hngpl.co.in before 30 minute prior to start the meeting. Note: If Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the</p>	

		request for the same to the e-mail id tenders@hngpl.co.in to get the link) before the pre bid meeting scheduled date.
(K)	DUE DATE & TIME OF BID-SUBMISSION	Date : 07.03.2024 Time : on or before 1400 hrs
(L)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 07.03.2024 Time : at 1500 hrs. Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand - 249401 E-mail : tenders@hngpl.co.in
(M)	CONTACT DETAILS	Ch. Mgr. – C&P Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 E-mail: hgupta@bharatpetroleum.in tenders@hngpl.co.in

In case of the days specified above happens to be a holiday in HNGPL, the next working day shall be implied.

3. Bids must be submitted strictly in accordance with Clause No. 11 of ITB of Tender document.
4. The following documents Shall be submitted in original (in physical form) within the Final Due Date & Time of Bid Submission:
 - i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
 - iii) Integrity Pact (if applicable)
5. Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
6. Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions.
7. Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (I) of IFB and submit their Bid

complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
9. HNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order/Contract.

For & on behalf of

Haridwar Natural Gas Pvt. Ltd.

(Authorized Signatory)

(Chief Executive Officer)

SBD for Procurement of Works

Summary

- PART-I** BIDDING PROCEDURES
- SECTION 1:** INSTRUCTIONS TO BIDDERS (ITB)
This Section provides information necessary for Bidders to prepare responsive bids in accordance with the requirements of the Owner. It regulates the bidding process and gives information on bid submission, opening and evaluation methodology.
- SECTION 1.1:** BID EVALUATION CRITERIA (BEC)
This section contains the criteria and requirements that the interested party must comply without which the Owner shall not consider their Bid for the purpose of evaluation and/ or further processing.
- SECTION 1.2:** BID EVALUATION METHODOLOGY
This section specifies the methodology that the Owner shall use to evaluate the Bids and to determine the successful Bidder.
- ANNEXURE-I** INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING
This Annexure contains detailed instructions regarding bid submission procedure under e-tendering system.
- ANNEXURE-II** BID DATA SHEET (BDS)
This Annexure contains information and provisions that are specific to each procurement and that supplement the information/ requirements included in Section 1, Instructions to Bidders.
- ANNEXURE-III** PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
This Annexure contains procedure for putting a Vendor/ Supplier/ Contractor/ Consultant on Suspension and/or banning list if any agency indulges in corrupt/ fraudulent/ collusive/ coercive practice.
- ANNEXURE-IV** PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
This Annexure contains procedure to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.
- ANNEXURE-V** FORMS AND FORMAT
This Section contains the forms and formats which are to be completed by Bidders and submitted as part of the bid. The forms of Contract Performance Guarantee, Mobilization Advance, and Contract Agreement, when required, shall only be completed by the successful Bidder after award of contract.

PART-II

CONDITIONS OF CONTRACT

SECTION 2:

GENERAL CONDITIONS OF CONTRACT (GCC) - Works
This Section contains standard provisions.

SECTION 3:

SPECIAL CONDITIONS OF CONTRACT (SCC)

The content of this Section supplements the General Conditions of Contract.

PART-III

SCOPE OF WORK

SECTION 4:

SPECIFICATIONS, DRAWINGS AND SCOPE OF WORK

This Section contains the Specifications, the Drawings, and supplementary information including Scope of Works that describes the Works/Services to be procured.

SECTION 5:

SCHEDULE OF RATES

PART-I – BIDDING PROCEDURES

SECTION 1: INSTRUCTIONS TO BIDDERS

TO BE READ IN CONJUNCTION WITH BID DATA SHEET (BDS)

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Section 1.1: Bid Evaluation Criteria

A. Technical Criteria:

A.1 Bidder must have successfully completed / executed at least one work for installation, commissioning of domestic piped natural gas connections which should include laying of associated PE pipes in the preceding 7 (seven) years reckoned from the bid due date as mentioned below:

- Experience of at least one completed work with executed value not less than Rs. (In Lakh) as below:

Minimum Value of work executed in each contract	Rs. 26.30 Lakh
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Note 1:

- (i) In case more than one contract are emanating against one tender, all such individual contracts are to be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.
- (ii) Further in case of rate contract, cumulative value of all release orders emanating from one rate contract shall be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.
- (iii) In case the bidder is executing a contract of above nature which is still running, and the contract executed value till one day prior to the due date of bid submission is equal to or more than the minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.

Note 2:

- (i) A Job executed by a Bidder for its own plant/project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for subsidiary/Fellow subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for subsidiary/Fellow subsidiary/ Holding Company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- (ii) Execution certificate issued by the end user/owner/authorized consultant submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use,

as certified by the End User/ Owner/ Authorized Consultant.

- (iii) In case the bidder has an experience as a consortium member and such member has executed earlier a job with in its scope as a member of the consortium, which is required as experience as per the qualification criteria in clause no. A.1, will be considered. Documentary evidences as stipulated in bidding document are to be submitted to establish such experience.
- (iv) Experience of bidder acquired as a sub-contractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

B. Financial Criteria:

B.1 Average Annual Turnover:

The minimum average annual financial turnover achieved by the bidder as per their last audited financial results in last three preceding financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23 shall be as under.

Minimum average annual turnover requirement: **Rs. 87.65 Lakh**

B.2 Net Worth:

Net worth of the bidder should be **positive** as per the immediate preceding financial year's audited financial results i.e. in FY 2022-23.

B.3 Working Capital:

The minimum working capital of the bidder as per the immediate preceding financial year's audited financial results i.e. in FY 2022-23 shall be as under:

Minimum Working Capital requirement: **Rs. 17.53 Lakh**

Note 1:

- i In case Bidder's working capital is negative or inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs 100 Crore (or equivalent in USD), confirming the availability of the line of credit for at least working capital requirement as stated above.
The Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.
The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.
- ii For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year in lieu of financial year.

iii Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be considered as submitted in bid/subsequent response against HNGPL query, if any. Any information/ documents issued post final bid due date shall not be considered for evaluation.

iv **Average Annual Turnover:**

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

v. **Net Worth/Working Capital:**

In case the tenders having the bid closing date up to 30th September and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th September, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

C. Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause no.	Description	Documents required for qualification
A	Documents Required-Technical Criteria	
A.1 A. Note-1 (iii) Note-2 (ii), (iv)	Document in support of experience criteria	<p>(a) Copy of detailed work orders along with Schedule of Rates.</p> <p>(b) Copy of Completion Certificate issued by end user/owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect.</p> <p>In case of a running contract and the contract executed value till one day prior to the due date of submission is equal to or more than the minimum prescribed value as mentioned at A.1 (<i>Execution certificate issued by the end user/owner/authorized consultant submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use,, as certified by end user/owner/authorized consultant.</i>)</p>

		Note: The completion/ execution certificate(s) shall have details like work order no./ Date, brief scope of work, completion date, contract value, executed value, name and designation of authorized signatory etc.
A.1, Note-2 (iii)	Experience criteria in case of single bidder, having experience of a consortium Member	(a) Same documents as mentioned in clause A.1, Note 2 (ii) above. (b) Consortium Agreement / MOU clearly defining the scope and responsibility. Note: The completion/ execution certificate(s) shall have details like work order no./ Date, brief scope of work, completion date, contract value, executed value, name and designation of authorized signatory etc.
A.1 Note-2 (i)	Jobs executed for subsidiary/Fellow subsidiary/ Holding Company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for subsidiary/ Fellow subsidiary/ Holding Company
Note: Only Documents (Work order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.		
B	Documents Required-Financial Criteria	
B.1	Average Annual Turnover	a) Audited Financial Statements, including Balance Sheets, Profit & Loss Account for last three preceding financial years ending i.e. FY 2020-21, FY 2021-22 and FY 2022-23. b) Certificate from Chartered Accountant for details of financial capability (F-16)
B.2	Net Worth	a) Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year i.e. in FY 2022-23. b) Certificate from Chartered Accountant for details of financial capability (F-16)
B.3	Working Capital	a) Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year i.e. in FY 2022-23. b) Certificate from Chartered Accountant for details of financial capability (F-16) c) 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.
Note: Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be considered as submitted in bid/subsequent response against HNGPL's query, if any. Any information/ documents issued post final bid due date shall not be considered for evaluation.		

D. AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA:

Technical Criteria of BEC	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and notary public with legible stamp. No photo copy of attestation/certification of CE & Notary shall be considered.
Financial Criteria of BEC	For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC) shall submit “Details of financial capability of bidder” in prescribed format ‘F-16’ duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp. Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document. No photo copy of attestation/certification of CA & Notary shall be considered.

E. NOTE TO “BEC” (FOR STRICT COMPLIANCE):

- (i) Bidders must furnish all relevant certificates / documents / information in support of their credentials to the above –eligibility criteria along with the Offer, failing which the Offer shall be summarily rejected.
- (ii) Bidders not meeting any of the above-mentioned –eligibility criteria shall be rejected without assigning any reason.
- (iii) All documents in support of BEC should be Submit Hard copy along with tender document. In absence of requisite documents HNGPL reserves the right to reject the bid without making any reference to bidders.

SECTION 1.2:
Bid Evaluation Methodology

BID EVALUATION METHODOLOGY

1. Bid Evaluation shall be done on overall basis i.e., for complete scope of work, based on total price including quoted GST. The award shall be done on the overall lowest cost (L1) basis.
2. The “Schedule of Rates” including quoted GST shall be taken up for evaluation purpose.

Note:

- (a) In case, any unregistered bidder [i.e. not registered with statutory authority for GST] is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
 - (b) In case any process on GST is applicable, the same shall also be considered in evaluation.
3. The estimated quantities, item-wise rates (inclusive of all taxes & duties excluding GST) and total estimated price is indicated in the SOR. Bidders are required to mention “INCREASE” OR “DECREASE” & quote %age in figure as well as in words in the requisite cells by which total estimated price in the SOR shall be increased or decreased to arrive at bidder’s quoted price.

The same quoted %age (increase/ decrease) shall be considered to arrive at bidder’s rates of all individual items of SOR.

The ranking of bidders (L-1, L-2, L-3 ...) shall be determined by the bidder’s evaluated price (arrived after applying quoted % age increase or decrease on total estimated price and quoted GST) in ascending order.

In case of tie i.e., more than one bidder quotes the same price arrived at based on evaluation, the rank will be decided based on the turnover of audited account for the immediately preceding financial year. As an example, in case two bidders become L-2, bidder having higher turnover in the immediately preceding financial year will be considered as L2 and other bidder will be L3.

4. Purchase preference of PPP-2012 is not applicable for the instant tender & Purchase preference as per PPP-MII Policy shall be applicable considering Tendered work as split-able (considering the contract to be awarded to multiple bidders), as per distribution of work given below.

5. Distribution of Work:

- 5.1 Complete work shall be awarded to Two (02) Techno-commercially accepted bidders as per table 1 below:

Table 1:

Rank	% age of Total Scope
L1	60
L2, L3, L4 (*)	40

(*): Upon matching with Price as quoted by L1 bidder

- 5.2 All the Techno-commercially acceptable bidders other than L-1 (irrespective of their ranks) shall be asked to confirm matching their price with L1 bidder in a single step to save on time and order shall be placed (in addition to L1 bidder) on one (01) bidder who has agreed to match the L1 price, in order of their ranking while giving preference to bidder eligible for purchase preference as per conditions of PPP-MII Policy.
- 5.3 Matching with L1 Price is to be done by way of uniform percentage reduction on respective bidder's quoted Price.
- 5.4 In case of quantities which are not splittable the same will be awarded to L1 bidder and for the items with measurement units as numbers the same will be rounded off to nearest whole numbers while awarding.
- 5.5 In case no qualified bidder(s) (i.e. L2, L3, L4.... Ln) agreeing to match L1 price is available, HNGPL reserves the right to award the balance quantity/scope to L1 bidder, subject to L1 bidder meeting the BEC (Technical & Financial-value) for complete scope as given below:

BEC-Technical: clause nos. A.1: Order value requirement – Rs. 43.83 Lakh

BEC-Financial: Clause no. B.1: Turnover value - Rs. 146.08 Lakh

Clause no. B.3: Working capital value - Rs. 29.21 Lakh

Therefore, bidder(s) are advised to submit the relevant documents for BEC for complete scope as per tender, to the extent possible, at the time of submitting the bid, to meet the BEC, if such situation arises.

In case total scope could not be awarded by following the above methodology, retendering will be done for the residual scope.

(TO BE READ IN CONJUNCTION WITH BID DATA SHEET (BDS))

[A] -GENERAL

1. SCOPE OF BID

- 1.1 The Employer/ Owner/ HNGPL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 **SCOPE OF BID:** The Scope of Work shall be as defined in Section 4 of the Bidding Documents.
- 1.3 The successful bidder is expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
 - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2. ELIGIBLE BIDDERS

- 2.1 The Bidder or their allied agency(ies) shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 38 (Action in case Corrupt/ Fraudulent/Collusive/ Coercive Practices).

- 2.2 The Bidder is not put on 'Holiday' by HNGPL/BPCL/GAIL GAS or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of Bid Submission.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.

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

It shall be the sole responsibility of the bidder to inform HNGPL/GAIL GAS/BPCL in case the bidder is put on 'Holiday' by HNGPL or Public Sector Project Management Consultant (such as EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.

- 2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.

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

It shall be the sole responsibility of the bidder to inform HNGPL in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 38 of ITB.

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

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

2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.

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

2.7 **Power of Attorney:**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- (I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - a) **In case of Proprietorship:** by Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner
 - c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
 - d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolutions should be duly countersigned by Company Secretary / MD / CMD / CEO.
- (II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

The person holding Power of Attorney shall be also be authorized to nominate. "Contractor's

Representative” for execution of Contract in case of award.

Note: Proforma for Power of attorney is attached in Form F-25. [For Reference]

- 2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to HNGPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3. BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATASHEET (BDS)) – Not Applicable

- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.
- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on ‘Holiday’ by HNGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/evaluation/Award.

4. ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single

entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-10.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at clause no. 4.1 and 4.2 herein above shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

5. COST OF BIDDING

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

6. SITE VISIT

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

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any ‘Clarifications’ or ‘Addendum / Corrigendum’ issued in accordance with "ITB 8.0"
- | | |
|---|-------------|
| <input type="checkbox"/> Invitation for Bid [IFB] | |
| <input type="checkbox"/> Instructions to Bidders [ITB] | Section 1 |
| <input type="checkbox"/> Bid Evaluation Criteria [BEC] | Section 1.1 |
| <input type="checkbox"/> Bid Evaluation Methodology | Section 1.2 |
| <input type="checkbox"/> General Condition of Contract [GCC] | Section 2 |
| <input type="checkbox"/> Special Conditions of Contract [SCC] | Section 3 |
| <input type="checkbox"/> Specifications, Drawing (wherever applicable)
and
Scope of Works (wherever applicable) | Section 4 |
| <input type="checkbox"/> Schedule of Rates | Section 5 |
- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The Instructions to Bidders together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.
- 7.3 The Invitation for Bids (IFB), as provided in this document issued by the Owner, is also part of the Bidding Documents.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify HNGPL in writing or by fax or email at HNGPL' mailing address indicated in the **BDS** no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. HNGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. HNGPL may respond in writing to the request for clarification. HNGPL' response including an explanation of the query, but without identifying the source of the query will be uploaded on HNGPL' and Government tendering websites, as mentioned in **BDS** / communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".
- 8.3 The Bidder shall submit their queries / clarifications to HNGPL in the format "F-18".

9. **AMENDMENT OF BIDDING DOCUMENTS**

- 9.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on HNGPL' and Government tendering websites, as provided in **BDS**. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment/addendum/Corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10. **LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and HNGPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. **DOCUMENTS COMPRISING THE BID**

11.1 **IN CASE OF MANUAL TENDRING:**

In case the Bids are invited under the two Bid system, the Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes.

11.1.1 ENVELOPE-1 [PART-I]: "TECHNO-COMMERCIAL / UN-PRICED BID"

Shall contain the following:

- a. 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
 - b. 'Bidder's General Information', as per 'Form F-1'
 - c. 'Bid Form', as per 'Form F-2'
 - d. Copies of documents, as required in 'Form F-3'
 - e. As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item
 - f. 'Letter of Authority' on the Letter Head, as per 'Form F-5'
 - g. 'No Deviation Confirmation', as per 'Form F-6'
 - h. 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
 - i. 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
 - j. 'Agreed Terms and Conditions', as per 'Form F-10'
 - k. ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
 - l. Duly attested [wherever attestation required] documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - m. Undertaking on the Letter head, as per the Form F-12.
 - n. Power of Attorney /copy of Board Resolution, in favor of the authorized signatory of the Bid, as per clause no.2.7 of ITB
 - o. Any other information/details required as per Bidding Document.
 - p. EMD/ Bid Security in original as per Clause 16 of ITB [Note: Submission of Original is not applicable for online banking Transaction]
- Note: In case bidder is claiming exemption of EMD as per tender conditions, Form F-23 is needed to be submitted along with other relevant document.**
- q. All forms and Formats including Annexure.
 - r. List of consortium/ JV member (s), if any, and Consortium Agreement (as per format F-17) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
 - s. Integrity Pact as per Form F-20 (if applicable)
 - t. 'Indemnity Bond' as per 'Form F-21'
 - u. Tender Document digitally/Physically signed by the Authorized Signatory holding POA.
 - v. Additional document specified in Bid Data Sheet (BDS), Special Conditions of Contract (SCC), Scope of Work, if any

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"

Should comprise all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond. However, bidders must send the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding

documents to HNGPL Office, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar, Uttarakhand- 249401 in a sealed envelope, super scribing the Tender details & number.

The Original Bid Security/ EMD must be submitted along with the bid on the date & time of bid submission, failing which the bid will be rejected. All pages of the Bid must be signed by the "authorized signatory" of the Bidder.

11.1.2 ENVELOPE-2 [PART-II]: PRICE BID

11.1.2.1 PRICE of the Bid shall contain one original copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing in the sealed envelope " Price- Do Not Open" . In case of any correction, the bidder shall put his signature and his stamp.

11.1.2.2 The Price bid to be uploaded in accordance with clause 8.2 of Annexure-I. (If applicable).

- I. Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents and submitted only in "SOR Attachment". Submission of prices in Un priced bid shall lead to rejection of the bid. HNGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- II. Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- III. If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- IV. In case, it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.
- V. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- VI. In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder

happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

- VII. In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the e-bid. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12. SCHEDULE OF RATES / BID PRICES

- 12.1** Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 12.2** Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3** Bidder shall quote for all the items of "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 deem to be inclusive of cost incurred for such activity.
- 12.4** 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 Agreed Terms & Conditions (Format given in the bidding document) and SOR.HNGPL GST numbers shall be provided on award.
- 12.5** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6** The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB of bidding document.
- 12.7** Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.

12.8 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

12.9 The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude

13. GST (CGST & SGST/ UTGST or IGST)

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, HNGPL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of HNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of HNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/Consultants.

13.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision

Beyond the contract period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

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

- 13.5** Owner/HNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).

- 13.6** HNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid.

- 13.7** In case HNGPL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

Where HNGPL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and HNGPL has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to HNGPL or ITC with respect to such payments is not available to HNGPL for any reason which is not attributable to HNGPL, then HNGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by HNGPL to Contractor / Supplier.

- 13.8** Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable HNGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

- 13.9** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL

13.10 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods may note the above and quote their prices accordingly.

- 13.11** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL.
- 13.12** GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.
- 13.13** GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids. In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:
1. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
 2. In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.
- Based on the Total Cash Outflow calculated as above, HNGPL shall place orders.
- 13.14** Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).
- 13.15** **Provision w.r.t. E- Invoicing requirement as per GST laws:**
Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by HNGPL as no ITC is allowed on such invoices. Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such invoices should be timely filed by Supplier of Goods with requisite details. If input tax credit is not available to HNGPL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then HNGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST

& SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract. To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-26 along with documents for release of payment.

13.16 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.17 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of HNGPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of HNGPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of HNGPL.

14.0 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

15.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by HNGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16. EARNEST MONEY DEPOSIT/ BID SECURITY (FOR APPLICABILITY OF THIS CLAUSE REFER BID DATA SHEET (BDS))

16.1 Bids must be accompanied with '**Earnest Money Deposit/ Bid Security**' in the form of '**Online Banking transaction**', '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Haridwar Natural Gas Pvt. Ltd.**, payable at the place as defined in **BDS**]) or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in **Form -4/4A of the bidding documents** or) [in favour of **Haridwar Natural Gas Pvt. Ltd.**]. Please refer BDS for further details. 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.

To enable the bidders to utilize online transaction option, Bank details of HNGPL is as specified in Bid Data Sheet [BDS].

Bidder is required to submit the successful Transaction Details along with their bid. In case of online transaction, submission of EMD in original is not applicable.

- 16.2 The 'Bid Security' is required to protect HNGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".
- 16.3 HNGPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] or its equivalent in foreign currency and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by HNGPL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 36 & 37 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- a. If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - b. If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - c. If the Bidder modifies bids during the period of bid validity (after Due Date and Time for Bid Submission).
 - d. Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - e. In the case of a successful Bidder, if the Bidder fails to:
 - f. to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB:Clause-37"
 - g. to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favour of Haridwar Natural Gas Pvt. Ltd. and addressed to HNGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services 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 at 'Form F-4'/'Form F-4A'.
- 16.9 MSEs (Micro & Small Enterprises) are not exempted from submission of EMD/ Bid Security in accordance with the provisions of PPP-2012 as stipulated in Clause 39 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security.

16A DECLARATION FOR BID SECURITY

Bidders are required to submit Declaration for Bid Security as per proforma at Form F-23

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on tendering process. The Bidder must submit their queries / clarifications to HNGPL in the format "F-18", as mentioned at clause no. 8.0 of ITB.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on HNGPL tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The Original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. HNGPL will accept bids based on terms & conditions of "Bidding Documents" only. HNGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. HNGPL' determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. HNGPL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids

shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

- a) Firm Price
- b) Earnest Money Deposit / Bid Security / Bid Security declaration, as applicable
- c) Specifications & Scope of Work
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Duration / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule
- h) Contract Performance Bank Guarantee / Security Deposit
- i) Guarantee / Defect Liability Period
- j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- k) Force Majeure & Applicable Laws
- l) Payment terms
- m) Integrity Pact, if Applicable
- n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid
- o) Submission of prices in un priced/technical Bid

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

20 E-PAYMENT

- 20.1 Haridwar Natural Gas Pvt. Ltd. has introduced payments to Suppliers and Contractors electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.
- 20.2 Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

ID1 – SUBMISSION OF BIDS

21 BID SUBMISSION

- 21.1 Bids shall be submitted on manual mode in the manner specified elsewhere in tender document. Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per clause no. 11 of ITB, the employer will assume no responsibility for misplacement or premature opening of the bid.
- 21.3 Bidders are required to submit original Bid Security/ EMD, Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS

- 21.4 All the bids shall be addressed to
**CEO,
Haridwar Natural Gas Pvt. Ltd
House No.-129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur Mode, Haridwar
Uttarakhand-249401**
- 21.5 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22 DUE DATE AND TIME OF BID SUBMISSION

- 22.1 The bids must be submitted through manual mode not later than the date and time specified in the tender documents/BDS.
- 22.2 HNGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of HNGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on HNGPL' website/ HNGPL e-tender portal /communicated to the bidders.

23 LATE BIDS

- 23.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission and no bids can be submitted thereafter. Late Bids shall not be accepted or considered for evaluation.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.
- 24.3 Withdrawal/Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, HNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per Annexure-IV of ITB.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

HNGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for HNGPL' action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which HNGPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 **Unpriced Bid Opening:** HNGPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening statement/ register evidencing their attendance.

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

26.3 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened.

26.4 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY:

27.1 **During Bid Process:** Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

27.2 **Post Award of Contract:** The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 29.1 The Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid
- a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - b) Has been properly signed;
 - c) Is accompanied by the required 'Earnest Money / Bid Security';
 - d) Is substantially responsive to the requirements of the Bidding Documents; and
 - e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions. For this purpose, Employer defines the foregoing terms below:
- a. "Deviation" is departure from the requirement specified in the tender documents.
 - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a. If accepted would,
 - b. Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - c. Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - d. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30 **CORRECTION OF ERRORS**

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.

iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.

iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

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

31 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section 1.1 of bidding documents.

32 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

32.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

32.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

33 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is mentioned in Clause no. 50

[F] - AWARD OF CONTRACT

34 AWARD

Subject to "ITB: Clause-29", HNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

“HNGPL intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed”.

HNGPL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

35 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

- 35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by HNGPL either by Fax / E - mail / Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on HNGPL and successful Bidder (i.e. Service Provider). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Letter of Acceptance (LOA) / Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. HNGPL may choose to issue Notification of Award in form of detailed LOA / Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 35.2 Contract period shall commence from the date of "Notification of Award" / "Fax of Acceptance" or as mentioned in the Notification of Award / Fax of Acceptance. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-36".
- 35.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Guarantee /Security Deposit', pursuant to "ITB: Clause-37", HNGPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

36 SIGNING OF AGREEMENT

- 36.1 HNGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to HNGPL.
- 36.2 The successful Bidder/ Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state of India' specified in Bid Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/ Contractor. Failure on the part of the successful Bidder/ Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/ Security Deposit.

37 CONTRACT PERFORMANCE GUARANTEE (SECURITY)/ SECURITY DEPOSIT

- 37.1 Within 30 days of the receipt of the notification of award/ FOA from HNGPL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPG/SD shall not be applicable in cases where in the individual order value as specified in Notification of Award is upto INR 5 Lakh (excluding GST).

i) Procurement of materials/ Works/ Services (Non-ARC case)

SD/CPBG @ 10% of Annualized Total Order/ Contract Value within 30 days of FOA/ notification of award.

ii) Annual Rate Contracts for Materials (ARC case)

SD/CPBG @ 10% of Annualized Order / Contract value within 30 days of FOA/notification of award.

37.2 The Contract Performance Guarantee shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / GST (CGST & SGST/UTGST or IGST).

37.3 Bank Guarantee towards Contract Performance 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 in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

The clause nos. 37.1 & 37.3 in respect of value & validity of CPBG stated hereinabove has been modified in BDS, which shall be applicable for present tender.

37.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

37.5 The Contract Performance Guarantee has to cover the entire contract value including extra works/services also. As long as the Contract Performance Guarantee submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Guarantee. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Guarantee.

37.6 Further, the bidder can submit CPBG on line through issuing bank to HNGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by HNGPL.

38 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is

enclosed as Annexure-III.

38.2 The Fraud Prevention Policy document is available on HNGPL's website (<http://www.hngpl.in/>)

38.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS /BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES:**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in HNGPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by HNGPL., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Haridwar Natural Gas Pvt. Ltd., such decision of Haridwar Natural Gas Pvt. Ltd. shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/dispute arising in the matter.

39 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). Being works tender, only following provisions related to the policy shall be applicable for this tender.

39.2 VOID

39.3 If against an order placed by HNGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no. 39.2 with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

39.4 VOID

39.5 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

39.6 It may be noted that Government of India has implemented Trade Receivable

Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. HNGPL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TREDIS (Invoicemart), Mumbai

MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

39.7 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006

40 AHR ITEMS

40.1 In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I. Rates as per SOR, quoted by the Contractor/Bidder.
- II. Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

41 VENDOR PERFORMANCE EVALUATION PROCEDURE

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure IV.

42 INCOME TAX & CORPORATE TAX

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

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

42.3 TDS, wherever applicable, shall be deducted as per applicable act /law/rule.

42.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. 2 lacs per transaction. Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement.

43 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

44 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 44.1 Haridwar Natural Gas Pvt. Ltd. has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on HNGPL's web site <http://www.hngpl.in/> for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.
- 44.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules 3.0
- 44.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4 Conciliation proceedings commence when the other Party (ies) accept (s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject (s) the invitation, there will be no conciliation proceedings.

- 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Haridwar Natural Gas Pvt. Ltd. Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of “Conciliation” shall be deemed to have been exhausted, even in case of rejection of “Conciliation” by any of the Parties.
- 44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45 INAM-PRO (PLATFORM FOR INFRASTRUCTURE & MATERIALS PROVIDERS) – Not Applicable

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

HNGPL’s contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

46 UPWARD REVISION IN THE RATES OF MINIMUM WAGES, BY GOVT. OF INDIA, DURING THE CONTRACT PERIOD

Unless otherwise specifically mentioned in the Special Condition in the Contract, the contractor shall bear any upward revision in the rate of Minimum Wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the Contract Period.

47. **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

48. **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

49. **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, HNGPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.

In case any financial implication arises on HNGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. HNGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by HNGPL in future to the Supplier/Contractor under this contract or under any other contract.

50. **POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017**

- 1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement

(Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

- 2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 DEFINITIONS:-

- (i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

- (ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

- (vi) **Procuring Entity** means Haridwar Natural Gas Pvt. Ltd. (HNGPL)

- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

- 4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 ELIGIBILITY OF ‘CLASS-I LOCAL SUPPLIER’/ ‘CLASS-II LOCAL SUPPLIER’/ ‘NON-LOCAL SUPPLIERS’ FOR DIFFERENT TYPES OF PROCUREMENT

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only ‘Class-I local supplier’ and ‘Class-II local supplier’, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding ‘Non local suppliers' shall also be eligible to bid along with ‘Class-I local suppliers' and ‘Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- (a) Purchase preference shall be given to ‘Class-I local supplier’ in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above andwhich are divisible in nature, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non-local supplier’, as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract for full quantity will be awarded toL1.

If L1 bid is not a ‘Class-I local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price. In case such lowest eligible ‘Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher ‘Class-I local supplier’ within the margin of purchase preference shall be

invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-II local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- iii. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-II local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

8.0 Guidelines

- 1) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local Supplier.	"Non-MSE but Class-I local supplier"

Supplier is neither MSE nor Class-I local.

"Non-MSE non-Class-I local supplier"

- 2) The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:
- a) Items covered under Para 3(a) of PPP- MII/ Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:
- c a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be

given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non• divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A) L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is awarded to L1.

B) L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.

d) Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

9.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local

supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.

Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with HNGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- d. In case of false declarations, HNGPL shall initiate action for banning such manufacturer/supplier/service provider as per HNGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- e. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- f. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

- ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

===== X =====

FORM-1

VOID

FORM-2

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/
CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL
CONTENT/ DOMESTIC VALUE ADDITION**

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

M/s Haridwar Natural Gas Pvt. Ltd.
H. No. 129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur More, Haridwar - 249401

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial
in Haridwar GA

Tender no: HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir,

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s _____ (*Name of Bidder*) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of.....%.

The details of the location (s) at which the local value addition is made is as under:

.....
.....
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and HNGPL will take action as per provision of tender document.

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

FORM-3

VOID

51.0 PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [FOR APPLICABILITY REFER BDS] -NOT APPLICABLE

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

Further, the Startups are also exempted from submission of EMDs.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods / jobs domain wherein they are registered for.

Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is to be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the “Certificate of Recognition” which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

Further, above document(s) should be certified by a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick off Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

52.0 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

53.0 TDS

A. Provision w.r.t. TDS on Purchase of Goods under section 194Q of Income Tax Act :

1. TDS as applicable will be deducted by HNGPL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.
2. Since HNGPL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

B. Provision for higher rate of TDS:

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (i) Twice the rate mentioned in relevant TDS section.
- (ii) Twice the rate or rates in force
- (iii) 5%

54.0 SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)-Works:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of HNGPL shall be a breach of contract, unless explicitly permitted in the contract.
- (iii) However, If specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work

55.0 QUARTERLY CLOSURE OF THE CONTRACT

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, HNGPL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

===== X =====

Annexure-I

Instructions for Participation in e-Tendering.

(Not Applicable)

Annexure-II

Bid Data Sheet (BDS)

[ITB to be read in conjunction with BDS]

ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: Haridwar Natural Gas Pvt. Ltd.				
1.2	<p>The Name of the Works to be performed is: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA</p> <p>Brief Scope of Work: As per Section 3 & Section 4</p>				
3.0	<p>Bid from a Joint Venture/Consortium</p> <table border="1" data-bbox="389 815 928 1003"> <tr> <td data-bbox="389 815 671 889">APPLICABLE</td> <td data-bbox="671 815 928 889" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 889 671 1003">NOT APPLICABLE</td> <td data-bbox="671 889 928 1003" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
8.1	<p>For clarification purposes only, the communication address is:</p> <p>Haridwar Natural Gas Pvt Ltd, House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand – 249401 Sh. Harendra Kumar Gupta (Mo: +91-8004917722) e-mail: hgupta@bharatpetroleum.in, tenders@hngpl.co.in</p> <p>Websites: http://www.hngpl.in/</p>				
C. PREPARATION OF BIDS					
11.1.1	<p>The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (Refer clause(s) XX of SCC):</p> <p><u>If any mentioned in clauses of Section 3 & Section 4</u></p>				
12.0	<p>Additional Provision for Schedule of Rate/ Bid Price are as under:</p> <p><u>Refer Schedule of Rates</u></p>				

ITB clause	Description				
13 & 14	<p>Whether HNGPL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="389 398 1058 562"> <tr> <td data-bbox="389 398 740 472">YES</td> <td data-bbox="740 398 1058 472"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 472 740 562">NO</td> <td data-bbox="740 472 1058 562"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
15	Bid Validity Period: 90 days from the final due date of bid submission.				
16.1	<p>Applicability of EMD/ Bid Security</p> <table border="1" data-bbox="389 757 928 936"> <tr> <td data-bbox="389 757 671 824">APPLICABLE</td> <td data-bbox="671 757 928 824"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 824 671 936">NOT APPLICABLE</td> <td data-bbox="671 824 928 936"><input type="checkbox"/></td> </tr> </table> <p>In case 'Earnest Money Deposit/ Bid Security' is in the form of “Bank Guarantee” or 'Demand Draft (DD)' or 'Banker's Cheque' or “Letter of Credit” or “Online Banking Transaction”. In case of DD or BC, the same should be in favour of Haridwar Natural Gas Pvt. Limited , payable at Haridwar.</p> <ul style="list-style-type: none"> • For online transactions, the following HNGPL bank details to be used : <ul style="list-style-type: none"> ○ Bank Name : HDFC Bank Ltd ○ Bank Account No. : 57500000040536 ○ IFSC : HDFC0004713 	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
17	<p>Date, Time and Venue of Pre-Bid meeting</p> <p>Date: 26.02.2024 Time: 11:00 Hrs Haridwar Natural Gas Pvt. Ltd., House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401</p> <p>Bidder is requested to submit Authorization letter (F-5) via e-mail: tenders@hngpl.co.in before 30 minute prior to start the meeting.</p> <p>Note: If Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the request for the</p>				

ITB clause	Description				
	same to the e-mail id tenders@hngpl.co.in to get the link) before the pre bid meeting scheduled date.				
D. SUBMISSION AND OPENING OF BIDS					
21	The Tender No. of this bidding process is: HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01				
21.2	For bid submission purposes only, the Owner's contact details are as below: Haridwar Natural Gas Pvt Ltd, House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 e-mail : tenders@hngpl.co.in				
23.1	Due Date and Time of Bid Submission : 07.03.2024 (14:00 hrs)				
26.0	The bid opening shall take place at: Date: 07.03.2024 Time: 15:00 hours Haridwar Natural Gas Pvt. Ltd., House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
31.0	Evaluation Methodology is mentioned in Section 1.2 of ITB.				
32.0	Compensation for Extended Stay: <table border="1" data-bbox="389 1736 1034 1883" style="margin-left: 40px;"> <tbody> <tr> <td data-bbox="389 1736 716 1807">APPLICABLE</td> <td data-bbox="716 1736 1034 1807" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1807 716 1883">NOT APPLICABLE</td> <td data-bbox="716 1807 1034 1883" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </tbody> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

ITB clause	Description				
F. AWARD OF CONTRACT					
36.2	State of India which stamp paper is required for Contract Agreement: Uttarakhand				
37.0	<p>Contract Performance Guarantee / Security Deposit</p> <table border="1" data-bbox="389 524 932 703"> <tr> <td>APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p><u>The value/ amount of Contract Performance Security/ Security Deposit</u></p> <p>SD/CPBG @ 10% of Total Annualized Contract/ Order Value within 30 days of FOA/ notification of award. (Excluding GST)</p> <p>OR</p> <p>Initial Security Deposit (ISD) 5% of Total Contract/Order value within 30 days of FOA/ notification of award and deduction @10% of the RA bills subsequently from RA bills the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Contract value.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
39.0	<p>Whether tendered item is non-split able or non-divisible:</p> <table border="1" data-bbox="389 1299 925 1435"> <tr> <td>YES</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
40.0	<p>Provision of AHR Item :</p> <table border="1" data-bbox="389 1545 1034 1688"> <tr> <td>APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

ITB clause	Description				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1" data-bbox="389 383 1034 528"> <tr> <td data-bbox="389 383 718 456">APPLICABLE</td> <td data-bbox="718 383 1034 456"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 456 718 528">NOT APPLICABLE</td> <td data-bbox="718 456 1034 528"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
51.	Applicability of provisions relating to Startups: <table border="1" data-bbox="421 674 1158 857"> <tr> <td data-bbox="421 674 790 766">APPLICABLE</td> <td data-bbox="790 674 1158 766"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="421 766 790 857">NOT APPLICABLE</td> <td data-bbox="790 766 1158 857"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
54.	Quarterly Closure of Contract <table border="1" data-bbox="421 981 1158 1164"> <tr> <td data-bbox="421 981 790 1072">APPLICABLE</td> <td data-bbox="790 981 1158 1072"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="421 1072 790 1164">NOT APPLICABLE</td> <td data-bbox="790 1072 1158 1164"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

Other Details of Buyer/Purchaser:

Consignee/Purchaser	Haridwar Natural Gas Private Limited (Other details shall be provided upon award)
PAN NO.	AADCH8780N
GST NO.	05AADCH8780N1Z0 (State : Uttarakhand)
HNGPL Bank Details	<ul style="list-style-type: none"> • For online transactions, the following HNGPL bank details to be used : <ul style="list-style-type: none"> ○ Bank Name : HDFC Bank Ltd ○ Bank Account No. : 57500000040536 ○ IFSC : HDFC0004713

Annexure-III
**Procedure for Action in Case of Corrupt/ Fraudulent/
Collusive/ Coercive Practices**

Introduction:

In the endeavour to maintain and foster most ethical and corruption free business environment, this Banning Procedure containing provision for putting a Vendor/ Supplier on Suspension and/or banning list if such agency indulges in corrupt/ fraudulent/ collusive/ coercive practice is being followed.

A] Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- A.2 “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.3 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.4 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.5 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.6 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.7 “Appellate Authority” shall mean Committee of Directors of HNGPL
- A.8 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies, “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of GAIL/HNGPL

investigating into the conduct of Agency/ party and shall include the Vigilance Department of the HNGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B] Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Guarantee submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

Further, the Contract Performance Guarantee submitted by agency against such order s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, the agency shall be banned for future business with HNGPL for a period specified in para B. 2.2 below from the date of issue of banning order.

B.2.1 Period of Banning

The period of banning of agencies indulged in Corrupt /Fraudulent /Collusive /Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this city.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by HNGPL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract	02 years

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C] Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.4 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.5 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.6 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

D] Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department. Period of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banninglist.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension will be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from HNGPL.

D.2.6 The competent authority to approve the suspension will be same as that for according approval for banning.

D.3 Effect of Suspension of business

D.3.1 Effect of suspension on other on-going/future tenders will be as under:

D.3.2 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.3 If an agency is put on the Suspension List during tendering:

D.3.4 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.5 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.6 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.7 The existing contract (s)/ order (s) under execution shall continue.

D.3.8 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of HNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E] Appeal against the Decision of the Competent Authority:

E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.

E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

F. Wherever there is contradiction with respect to terms of 'Integrity Pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

Annexure-IV

Procedure for Evaluation of Performance of Vendor/ Suppliers

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with HNGPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/Supplier/Contractor/Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of HNGPL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in- charge shall prepare a Performance Rating Data Sheet (Format at Annexure- 1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor Performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

 - (i) Poor Performance due to reasons other than Quality : **One Year**
 - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
 - (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered

for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair Performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **Six Months**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Six Months**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Six Months**

In case of repeated offence on above ground covered under sl. no. (i), (ii) and (iii):

- For once- **1 year.**
- For two and above-**3 years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

4.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

5.0 EFFECT OF HOLIDAY

5.1 If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

5.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those

incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

5.3 Effect on other ongoing tendering:

5.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

5.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

5.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

Procedure for Suspension of Bidder

Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated by C&P Department when Non-performance of Vendor / Supplier Contractor/ Consultant leading to termination of Contract/ Order.

Suspension Procedure:

The suspension period shall be limited to maximum six months.

The suspension order shall also be hosted on HNGPL intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

Period of suspension shall be accounted for in the final order passed for putting the party for holiday

The decision regarding suspension of business dealings should also be communicated to the agency.

Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from HNGPL.

The competent authority to approve the suspension will be same as that for according approval for holiday.

The process for putting the agency on suspension list shall be completed within 30 days from the date of recommendation by site committee.

Effect of Suspension of business.

Effect of suspension on other on-going/future tenders will be as under:

No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.

If an agency is put on the Suspension List during tendering:

after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.

after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited. EMD submitted by such agency shall be returned.

The existing contract (s)/ order (s) under execution shall continue.

Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/HNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

- 6.0** While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 7.0** If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to HNGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors.

9. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re- tendering, HNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re- tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

- 10.0** In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of HNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure.

Haridwar Natural Gas Pvt. Ltd.

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ : Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub- vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name: Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

QUALITY PERFORMANCE **40 Marks**

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on 10 marks pro rata basis for acceptable quantity as compared to total quantity for normal cases	
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Haridwar Natural Gas Pvt. Ltd. PERFORMANCE RATING DATA SHEET**(FOR O&M)**

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/
Contractor/ Consultant :
- vi) Contracted delivery/
Completion Schedule :
- vii) Actual delivery/ : Completion
date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub- vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorized Signatory:

Name: Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
More than 24 weeks	0	

QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on 10 marks Pro rata basis for acceptable quantity as compared to total quantity for normal cases	
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-V

Forms & Format

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-14A	CHECK LIST FOR QUOTED ITEMS
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND
F-22	FREQUENTLY ASKED QUESTIONS
F-23	DECLARATION FOR BID SECURITY
F-24	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/SD WITHIN STIPULATED TIME LINE
F-25	PROFORMA FOR POWER OF ATTORNEY
F-26	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-27	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT

BIDDER'S GENERAL INFORMATION

To,
M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No. - HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

1	Bidder's Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept./ PSU /Others If Others Specify: _____ [Enclose relevant certificates/ partnership deed/ certificate of Registration, as applicable]
3	Name of Proprietor/Partners/Directors of the firm/company	
3a	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:
5a	Bidder's address where contract is to be placed	
		City:
		District:
		State:
		PIN/ZIP:
6	Operation Address (if different from above)	
		City:

		District:
		State:
		PIN/ZIP:
7	Mobile Number	
8	E-mail address	
9	Website	
10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	INR
13	Banker's Name	
14	Branch	
15	Bank account number	
16	IFSC code	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No.	[Enclose copy of GST Certificate]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI Code No.	[Enclose copy of relevant document]
21	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
22	a) Whether Micro/Small/Medium Enterprise	Yes/No (Bidder to submit documents as specified in Clause 39 of ITB)
	b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.	Yes/No (Bidder to submit documents as specified in Clause 39 of ITB)

	c) Whether MSE is owned by Women	Yes/No (Bidder to submit documents as specified in Clause 39 of ITB)
	d) Whether payment is required through TReDS	Yes/No (Bidder to submit documents as specified in Clause 39 of ITB)
23	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
24	Offer No.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-2
BID FORM

To,

M/s. Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of **Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA** "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 as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "_____of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

F-3
LIST OF ENCLOSURES

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

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 Section 1.1 (A) of ITB.
6. Bid Security/EMD * [**Submission of Original is not applicable for online banking transaction**]
7. Integrity Pact*
8. Power of Attorney*
9. 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.

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender no.: - HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir(s),

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

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

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

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

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender no.: - HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Haridwar Natural Gas Pvt. Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Haridwar Natural Gas Pvt. Ltd. during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No for..... (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits

5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s.
..... (Applicant)
FOR

Authorized Signature

(Original Bank)

Counter Signature

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,
M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

"NO DEVIATION" CONFIRMATION

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,

M/s. Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial &
Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir,

We hereby confirm that we are not on 'Holiday' by HNGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of HNGPL or the Ministry of Petroleum and Natural Gas.

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 HNGPL 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 the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

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 HNGPL by us.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

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:

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Performance Guarantee No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Haridwar Natural Gas Pvt. Ltd. having registered office at at Haridwar Natural gas Pvt. Ltd., COCO CNG-Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand - 249404 (herein after called the "HNGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/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/Scheduled Commercial Bank, undertaking full responsibility to indemnify Haridwar Natural Gas Pvt. Ltd., in case of default.

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

1 We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Haridwar Natural Gas Pvt. Ltd. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the supplier / contractor to HNGPL in such manner as HNGPL 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 order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s.____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 is absolute & unequivocal and 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 or arbitrator or any other authority/forum 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 or 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 supplier/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/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by HNGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by HNGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from _____ M/s. _____ (supplier / contractor) on whose behalf this guarantee is issued.
- 6 Bank also agrees that HNGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that HNGPL may

have in relation to the supplier's/contractor's liabilities.

- 7 The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by HNGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Haridwar.
- 8 Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/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 Supplier/Contractor to be in default under the order/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.
- 9 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 GUARANTEE / 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 Haridwar.
- 2 The Bank Guarantee by Bidders will be given from bank as specified in Tender.
- 3 A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
- 4 Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued
- 5 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 along with documentary evidence.
- 6 Bidder can submit CPBG on line through issuing bank to Haridwar Natural Gas Pvt. Ltd. directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Haridwar Natural Gas Pvt. Ltd..

F-10**AGREED TERMS & CONDITIONS**

To,

M/s. Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address (FOA/LOA/Order shall be released in this name)	
2	Confirm quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
2.1	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
3.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: HNGPL..... % Bidder %
3.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	

4	<p>i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.</p> <p>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.</p>	
5	Confirm that Contract Performance Security will be Furnished as per Bid Document.	
6	Confirm that Contract Performance Security 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 or its equivalent in foreign currency and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance or specified in FOA.	
8	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
9	<p>a) Confirm acceptance of all terms and conditions of Bid Document (all sections).</p> <p>b) Confirm that printed terms and conditions of bidder are not applicable.</p>	
10	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
11	<p>Please furnish EMD/Bid Security details :</p> <p>a) EMD/ Bid Security No. & date</p> <p>b) Value</p> <p>c) Validity</p>	
12	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13	Confirm that Annual Reports for the last three financial years [wherever financial criteria of BEC is applicable] are furnished along with the Un-priced Bid.	
14	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.	

15	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/ HNGPL or his relative is a partner.	
16	All correspondence must be in ENGLISH language only.	
17	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection. * It shall be the sole responsibility of the bidder to inform HNGPL about the changes that may occur in the stated declaration during the course of finalization of the tender.	
20	Confirm that any correction in documents submitted in the Un- priced part has been initialled and with digital/physical signatures of the authorized person	
21	Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.	
22	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to HNGPL, but also for criminal proceedings under the relevant laws.	
23	Confirm that scanned copy of the EMD / Bid Bond has been submitted thru e-tender portal and the original BG/DD has been sent thru courier	

24	<p>Confirm that no Price disclosing files have been attached with unpriced/ technical bid.</p> <p>*In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.</p>	
25	<p>Confirm 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 document.</p>	
26	<p><u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
27	<p>Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of (ITB) of Tender Document.</p>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

E-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 HNGPL issued the tender, by filling up the Format)

To,

M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

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 :.....

UNDERTAKING ON LETTERHEAD

To,

M/s. Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13

BIDDER'S EXPERIENCE

To,

M/s. Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing 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 unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
i	Confirm that no Price disclosing files have been attached with unpriced/ technical bid		
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.		
5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.		
6.0	Confirm that the price part of bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally/Physically signed on each page separately		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14A

CHECK LIST FOR QUOTED ITEMS

ITEM CITY	SOR ITEM DESCRIPTION	QUOTED / NOT QUOTED
1	Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA	

F-15

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

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____

Tender No.: _____

To,
Haridwar Natural Gas Pvt. Ltd.

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 HNGPL RFQ/Tender no.
..... dated for(Name
of the supply) 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.
_____/ USD_____.

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

Yours Truly,

For _____

(Authorized Signatory)

Name of the Signatory:

Designation:

Registration No.

Stamp of Bank

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR
FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s...
.....(Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

***Refer Instructions**

Note:

- 1. It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**
- 2. We confirm that above figures are after referring instructions at page 2 of 2 of F-16.**
- 3. Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them.**

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:
(Page 1 of 2)

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. For the purpose of this Tenderdocument:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium amount, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
5. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
6. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
7. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

(Page 2 of 2)

F-17

NOT APPLICABLE

F-18

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Haridwar Natural Gas Pvt. Ltd.

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial &
Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	HNGPL's REPLY
	Sec. No.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

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

F-19
E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Haridwar Natural Gas Pvt. Ltd. to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Haridwar Natural Gas Pvt. Ltd. responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

INTEGRITY PACT

INTEGRITY PACT

(IP signed by HNGPL's executive shall be made part of tender document)

INTRODUCTION:

HNGPL as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (HNGPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption..

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

Bidder is required to sign the Integrity Pact with HNGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with HNGPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass HNGPL’s confidential information to any third party unless specifically authorized by HNGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any HNGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against HNGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the HNGPL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, HNGPL shall be entitled to terminate the Contract. Further, HNGPL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against HNGPL or its associates, HNGPL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by HNGPL, in terms of Integrity Pact(IP) which forms part of HNGPL Tenders / Contracts.

- i) *****
- ii) *****
- iii) *****

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in HNGPL or directly with Vigilance office, Haridwar Natural Gas Pvt. Ltd., registered office at at Haridwar Natural gas Pvt. Ltd., COCO CNG-Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand - 249404

INTEGRITY PACT

(To be executed on plain paper)

Between Haridwar Natural Gas Pvt. Ltd., a Government of India Public Sector, (here-in-after referred to as “Principal”).

AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s For **Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

- iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
- i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

Section 3 – Disqualification from tender process and exclusion from future contracts

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any HNGPL's future contract/ tender processes **for a period specified in HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per HNGPL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of HNGPL’s “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder’s exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by HNGPL as per HNGPL’s “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 6 to 8 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Remuneration payable to Monitor (s) shall be borne by Principal .
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the HNGPL.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract,

and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 - Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Haridwar. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

(Name & Designation)

For the Principal

Place -----

Date -----

(Name & Designation)

For the Bidder/Contractor

Witness 1: -----

Witness 2: -----

INDEMNITY BOND

WHEREAS HNGPL. (hereinafter referred to as “HNGPL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Haridwar Natural gas Pvt. Ltd., COCO CNG-Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand - 249404 has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *.....

and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

HNGPL has also advised the Contractor to execute an Indemnity Bond in general in favour of HNGPL indemnifying HNGPL and its employees and Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of HNGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified HNGPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against HNGPL under or in relation to this contract. The Contractor undertakes to compensate and pay to HNGPL and/or any of its employees, Directors forth with on demand without any protest the amount claimed by HNGPL for itself and for and on behalf of its employees, Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with HNGPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of HNGPL and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which HNGPL and/or its employees and Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification /amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of HNGPL are settled by the Contractor and/or HNGPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [Contractor] Authorized Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL. NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section 1.1 of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer clause no D of Section 1.1 of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than one offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender?	Yes. Refer Annexure I to Instructions to Bidders of Tender Document and FAQs as available on HNGPL E-Tender portal.
6.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 39 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

DECLARATION FOR BID SECURITY

(To be submitted on letter head of bidder)

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
129, New Haridwar Colony, Behind Matrichaya Hospital,
Ranipur Mode, Haridwar-249401 (U.K.) India

SUB: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

TENDER NO: HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (Name of Bidder) have submitted our offer/ bid no.

We, M/s _____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of HNGPL in this regard), if we are in breach of our obligation(s) as per following:

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the HNGPL during the period of bid validity:
 - i. fail or refuse to execute the Contract, if required, or
 - ii. fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - iii. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- c. having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place
Date

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

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**UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE
SECURITY/SD WITHIN STIPULATED TIME LINE
(To be submitted on letter head of bidder)**

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
129, New Haridwar Colony, Behind Matrichaya
Hospital, Ranipur Mode, Haridwar-249401 (U.K.)

Sub: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial &
Commercial in Haridwar GA

Tender No.- HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document. We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place

[Signature of Authorized Signatory of Bidder]

Date

Name:

Bidder Name:

Designation:

Seal:

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POWER OF ATTORNEY
[Format for reference]

(To be submitted on Non - Judicial stamp paper on Rs. 100/- or higher as per stamp duty act of respective state duly notarized.)

Ref: (Tender No. – HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01) for Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Name of Bidder: _____

“The undersigned _____ (Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ [name of authorized person(s)] _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually) and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. _____ for.....(Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdraw it in writing (by Fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

(*In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor (for Proprietorship firm) in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-
INVOICEAS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
129, BEHIND MATRICHAYA MEDICAL CENTRE,
NEW HARIDWAR COLONY, NEAR RANIPUR MORE,
HARIDWAR – 249401 (U.K.), INDIA

SUB:
LOA NO:

Dear Sir,

We _____(Name of the Supplier/Contractor/Service Provider/Consultant)
hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []
(ii) Not Applicable to us []

(Supplier/Contractor/Service Provider is to tick appropriate option (✓or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice(s) issued without following this process, such invoice cannot be processed for payment by HNGPL as no Input Tax Credit (ITC) is allowed on such invoices. We also confirm that If input tax credit is not available to HNGPL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then HNGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any othercontract.

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

NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)
[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *____ and *____ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by HNGPL in reference to Tender No. _____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from HNGPL.

We further absolve HNGPL from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place:
Date:

[Signature of Authorized Signatory of Service Provider]
Name:
Designation:
Seal:

ANNEXURE TO CLAUSE NO. 107 - Arbitration

Clause no. 107 of General Conditions of Contract (GCC) have been modified to the extent that the following provision i.e. 'Dispute Resolution Clause' shall be part of the clause

- 1.0 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules
- 2.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 3.0 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 4.0 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 5.0 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Haridwar Natural Gas Pvt. Ltd. Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 6.0 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 7.0 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

PART-II – CONDITIONS OF CONTRACT

Section 2: General Conditions of Contract - Works
(to be read in conjunction with other sections of the bid documents)

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SECTION- I DEFINITIONS

1. Definition of Terms:

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 The EMPLOYER/COMPANY/HNGPL means Haridwar Natural Gas Private Limited, a public limited company, incorporated under the Company's act 1956 and having its Registered office at Haridwar Natural gas Pvt. Ltd., COCO CNG-Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand - 249404 and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the HNGPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such.
- 1.1.9 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.10 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the HNGPL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.11 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.

- 1.1.12 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.13 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.14 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.15 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/EMPLOYER after the period of liability is over.
- 1.1.16 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.17 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.18 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.1.19 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.20 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.21 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.22 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.23 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.24 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.25 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.26 "WEEK" means a period of any consecutive seven days.
- 1.1.27 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.28 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the

sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

1.1.29 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.

1.1.30 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipment's, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.

1.1.31 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

"COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

SECTION-II GENERAL INFORMATION

2. General Information

2.1

a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.

b) Access by Road:

CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site.

The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case done any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

2.2 Scope of Work:

The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 Water Supply:

Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.

Alternatively the Employer at his discretion may endeavor to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Power Supply:

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Workspower which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any

liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

- 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.
- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tender along with his tender.

2.5 Land for Contractor's Field Office, Godown and Workshop:

The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The

CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorized buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorized representative.

No person except for authorized watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

2.6 Land for Residential Accommodation:-:

No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3. Submission of Tender:

- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
- 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. the tenderers should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
- 3.3 Covering letter along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.
- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of HNGPL due for opening on _____]. The *Full Name, Address and Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

4. Documents:

4.1 General:

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender, as required by Clause 14 hereof.
- iv) Information regarding tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- vi) Organization chart giving details of field management at site, the tenderer proposes to have for this job.
- vii) Details of construction plant and equipment's available with the tenderer for using in this work.
- viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- x) Details of present commitment as per proforma enclosed to tender.
- xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical information's the tenderer wish to furnish.
- xii) Provident fund registration certificate
- xiii) List showing all enclosures to tender.

4.2 All pages are to be Initiated:

All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words:

The tender should quote in English both in figures as well as in words the rates and amount tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct

4.4 Corrections and Erasures:

All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 Signature of Tenderer:

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 Witness:

Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 Details of Experience:

The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).

4.8 Liability of Government of India:

It is expressly understood and agreed by and between Bidder or/Contractor and M/s HNGPL, and that M/s HNGPL, is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s HNGPL Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract

Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s HNGPL Limited 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 contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. Transfer of Tender Documents:

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6. Earnest Money:

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit 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, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bid guarantee shall be submitted in the prescribed format .

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender. (TWO MONTHS beyond the bid validity).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and/or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

7. Validity:

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "3 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 3 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him along with tender.

8. Addenda/Corrigenda

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organization to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9. Right of Employer to Accept or Reject Tender:

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders

received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

10. Time Schedule

- 10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN-CHARGE.
- 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
- 10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11. Tenderer's Responsibility

The intending tenderers shall be deemed to have visited the SITE and familiarized themselves with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

12. Retired Government or Company Officers

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.

13. Signing of the Contract:

The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

14. Field Management & Controlling/Coordinating Authority:

- 14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in

performing his duties and functions.

14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

15. Note to Schedule of Rates:

15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

16. Policy for Tenders Under Consideration:

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by HNGPL to the Bidder.

16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. HNGPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17. Award of Contract:

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by HNGPL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 HNGPL will be the sole judge in the matter of award of CONTRACT and the decision of HNGPL shall be final and binding.

18. Clarification of Tender Document:

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to HNGPL in triplicate. HNGPL will then issue interpretation/clarification to tenderer in writing. Such clarification and or interpretation shall form part of the Specification and Documents and shall accompany the tender which shall be submitted by tendered within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by HNGPL or its employee (s) or its representatives shall not in any way be binding on HNGPL.

19. Local Conditions:

19.1. It will be imperative on each tenderer to inform himself of all local condition and factors which may have any

effect on the execution of Work covered under the tender documents. In their own interest, the tendered are requested to familiarize themselves with the Indian income tax act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related acts and laws and Regulations of India with their amendment, as applicable as HNGPL shall not entertain any request for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to Value of Contract, on lack of clarity of such factors shall be entertained

20 Abnormal Rates:

The tenderer is expected to quote rate for each item after careful analysis of cost involved for performance of the completed item considering all specifications and Conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by tenders for any item are unusually high or unusually low, it will be a sufficient clause for the rejection of the tender unless the employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

SECTION-IV GENERAL OBLIGATIONS

21 Priority of Contract Documents

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- 1) The Contract Agreement ;
- 2) The Letter of Acceptance;
- 3) The (Instructions to Bidders) ITB;
- 4) Special Conditions of Contract (SCC);
- 5) General Conditions of Contract (GCC)
- 6) Any other document forming part of the Contract.

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

21.2 Headings and Marginal Notes:

All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender 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 the CONTRACT.

21.3 Singular and Plural:

In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 Interpretation:

Words implying 'Persons' shall include relevant Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

22. Special Conditions of Contract:

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

23. Contractor to obtain his own Information:

The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

24. Contract Performance Security:

- 24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 30 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.
- 24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit 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, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be commercial bank either in the bank guarantee itself or separately on a letter head.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

- 24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER-IN-CHARGE shall be final).
- 24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.
- 24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

25. **Time of Performance:**

25.1 Time for Mobilization

The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 Time Schedule of Construction:

- 25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilization testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.
- 25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.
- 25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the contract, to be signed within fifteen (15) days from the date of Letter of Acceptance of Tender. During the performance of the Contract, if in the opinion of the Employer proper progress is not maintained suitable changes shall be made in the Contractor's operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by Contractor as directly by Employer.

26. **Force Majeure:**

26.1 CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force

Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for

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

If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

27. **Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

27.3 **Bonus For Early Completion (*)**

If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other

circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

28. Rights of the employer to forfeit contract performance security:

Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

29. Failure by the contractor to comply with the provisions of the contract:

29.1 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 EMPLOYER at its option by written notice to the CONTRACTOR:

- a) 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 EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, 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 EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) 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 EMPLOYER 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 EMPLOYER

29.2 In such events of Clause 29.1(a) or (b) above.

- a) 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 EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing 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.
- b) 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 EMPLOYER 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 EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, 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 EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) 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 EMPLOYER to give any prior notice to the CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

30. Contractor remains liable:

30.1 In any case in which any of the powers conferred upon the to pay compensation if EMPLOYER BY CLAUSE 29.0 thereof shall have become action not taken under clause 29:

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 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 EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) 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.

31. Change in constitution:

31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

32. Termination of contract:

32 (A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER)is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT.

The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32 (B). TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC:

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty :-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32 (C).TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by HNGPL. against any type of tender nor their offer will be considered by HNGPL against any ongoing tender (s) where contract between HNGPL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by HNGPL to such CONTRACTOR.

33. Members of the employer not individually liable :

33.1 No Director, or official or employee of the EMPLOYER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER 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.

34. Employer not bound by personal representations:

34.1 The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

35. Contractor's office at site:

35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

36. Contractor's subordinate staff and their conduct

36.1 The CONTRACTOR, on or after award of the WORK 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 WORK, competent sub-agents, 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. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, 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 EMPLOYER 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 WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK 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.

- 36.3** 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 neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER 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 EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen 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.

- 36.4** If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

37 Sub-letting of works:

- 37.1** No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-I N-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission

on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

38 Power of entry:

If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-I N-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK , or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

39. Contractor's responsibility with the mechanical, electrical, intercommunication system, air conditioning contractors and other agencies:

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

40. Other agencies at site:

40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

41. Notice:

41.1. TO THE CONTRACTOR:

Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.

41.2 TO THE EMPLOYER:

Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. HNGPL Limited. addressed to the HEAD/SITE-IN-CHARGE.

42 Right of various interests:

42.1

i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

43 Patents and royalties:

43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

43.2 All charges on account of royalty, toilage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.

43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant in fringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44 Liens:

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER 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 EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipment's including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

45. Delays by employer or his authorised agents:

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.

In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

46. Payment if the contract is terminated:

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

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

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

47. No waiver of rights:

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER

shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, 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.

48. Certificate not to affect right of employer and liability of contractor:

48.1 No interim payment certificate(s) issued by the Engineer-in- Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.

49. Language and measures:

49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.

50 Transfer of title:

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

51. Release of information:

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity , quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

52 . Brand names:

52.1The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipment's provided it meets the specified standard design and performance requirements.

53. Completion of contract:

53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

54. Spares:

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING. Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

55 Execution of work:

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. 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.

56. Co-ordination and inspection of work:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.

57. Work in monsoon and dewatering:

57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. 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.

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

58 Work on Sundays and Holidays:

58.1 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 EMPLOYER shall have no liability whatsoever on this account.

59. General conditions for construction and erection work:

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60. Alterations in specifications, design and extra works:

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER 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 EMPLOYER 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.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER'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.

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

I. For Item Rate Contract

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

b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.

c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

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

e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+_)25% of the VALUE OF CONTRACT.

The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S. No. Range of Variation Percentage compensation for decrease in the value of work in the respective range.

a) Beyond (+) 25% No increase and/or upto & inclusive of decrease shall be (+) 50% applicable for the Schedule of Rates

(The rates quoted for this increase shall be valid).

b) Beyond (-) 25% upto & For reduction beyond inclusive of (-) 50%, 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

II. For Lumpsum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61. Drawings to be supplied by the employer

61.1.The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.

61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62. Drawings to be supplied by the contractor:

62.1. The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2. Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

Agreement

No.

Signed:

(CONTRACTOR) (ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

63. Setting out works:

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER-IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

64. Responsibility for level and alignment:

64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or

imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

65. Materials to be supplied by contractor:

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

66. Stores supplied by the employer:

66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.

67 Conditions for issue of materials:

67.1

i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.

iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.

vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

ix) The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.

x) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.

xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.

xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.

xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilized for any purpose(s) than issued for.

68 Material procured with assistance of employer/return of surplus:

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licences issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-

IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

69 Materials obtained from dismantling:

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

70 Articles of value found:

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

71. Discrepancies between instructions:

71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

72. Action where no specification is issued:

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

73. Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN-CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge. The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER-IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74. Tests for quality of work:

74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

75. Samples for approval:

75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

76. Action and compensation in case of bad work:

76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

77. Suspension of works:

77.1 i) 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 ONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

ii) 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.

78. Employer may do part of work:

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER 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 EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER 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 EMPLOYER.

79. Possession prior to completion:

79.1 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.

80. Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER-IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

81. Care of works:

81.0 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.

81.1 DEFECTS PRIOR TO TAKING OVER:

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

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

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

In case CONTRACTOR shall fail to do so, the EMPLOYER 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 EMPLOYER 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 clause 80.1 of General Conditions of Contract) 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 EMPLOYER 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 EMPLOYER 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.

81.2 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 EMPLOYER 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 EMPLOYER.

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 EMPLOYER 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.

82. Guarantee/transfer of guarantee:

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

83. Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84. Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER 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, EMPLOYER 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 EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER 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 EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER 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 EMPLOYER under the CONTRACT for such defective plant.

85. Indemnity

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, 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 suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

86. Construction aids, equipment's, tools & tackles:

86.1 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 EMPLOYER 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. Tenderer 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.

SECTION-VI CERTIFICATES AND PAYMENTS

87. Schedule of rates and payments:

87.1

(i) CONTRACTOR'S REMUNERATION :

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection

with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

88. Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 HNGPL shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 COMPUTERISED BILLING SYSTEM : HNGPL Limited has introduced Computerised Billing System whereby when the Bills are submitted in HNGPL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through HNGPL's website.

88.2 SECURED ADVANCE ON MATERIAL:

Unless otherwise provided elsewhere in the tender, no Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 ROUNDING-OFF OF AMOUNTS:

In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

89. Lumpsum in tender:

89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

90. Running account payments to be regarded as advance:

90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties

91. Notice of claims for additional payments:

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall

given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose His right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.

91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92 Payment of contractor's bill:

92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93 Receipt for payment:

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTORS are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94. Completion certificate:

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 81.1 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.

94.2 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 EMPLOYER, 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.

94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95. Final decision and final certificate:

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 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 EMPLOYER 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 EMPLOYER.

96. Certificate and payments on evidence of completion:

96.1 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 EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

97. Deductions from the contract price:

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER 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 EMPLOYER 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 EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

98. Taxes, Duties, Octroi etc.:

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or 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 of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER 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 EMPLOYER 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.

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

99. Sales tax/Turnover tax:

99.1 Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

100. Statutory variations

100.1 Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to HNGPL. However, any increase in the rate of these taxes and duties (E.D. and S.T.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to HNGPL.

101. Insurance:

101.1 GENERAL CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER 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 EMPLOYER 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 EMPLOYER. 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 equipment, during ocean transportation, port/custom clearance, inland and port

handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, 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 EMPLOYER 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 EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage.

CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) 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.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to 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 EMPLOYER 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, including marine Insurance during ocean transportation.

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 EMPLOYER 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 EMPLOYER 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 Employees 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 EMPLOYER 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 EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees 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 employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub- Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

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 EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102. Damage to Property or to any Person or any Third Party

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

ii) 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 EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER 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 EMPLOYER 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.

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

SECTION-VIII LABOUR LAWS

103. Labour laws:

103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.

ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.

iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.

iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN-CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104. Implementation of Apprentices Act, 1961:

104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

105 Contractor to indemnify the Employer:

105.1 (i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person.

In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER 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 EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106. Health and sanitary arrangements for workers:

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107. Arbitration:

107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [HNGPL Limited] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (HNGPL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute.

Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

108. Jurisdiction:

108.1 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 Haridwar for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

109. General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110. Safety regulations:

110.1 (i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111. First aid and industrial injuries:

111.1(i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.

ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

ii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112. General rules:

112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

113. Contractor's barricades:

113.1 (i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-

- a) Excavations
- b) Hoisting Areas.
- c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
- d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
- e) Rail Road unloading spots.

ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.

iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114. Scaffolding:

114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.

v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115. Excavation and trenching:

115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof. Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

116. Demolition/general safety:

116.1 (i) Before any demolition work is commenced and also during the progress of the demolition work

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.

ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

117. Care in handling inflammable gas:

117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER.

118. Temporary combustible structures:

118.1 Temporary combustible structures will not be built near or around work site.

119. Precautions against fire:

119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.

120. Explosives:

120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.

121. Mines act:

121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

122. Preservation of place:

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123. Outbreak of infectious diseases:

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124. Use of intoxicants:

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY
EMPLOYER**

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

WHEREAS HARIDWAR NATURAL GAS PRIVATE LIMITED (hereinafter referred to as HNGPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at at Haridwar Natural gas Pvt. Ltd., COCO CNG-Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand – 249404 has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) HNGPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw)for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by HNGPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by HNGPL to the CONTRACTOR, HNGPL has required the CONTRACTOR to furnish to HNGPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

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

expenses upto) and aggregate limit of Rs.__(Rupees______). AND THE CONTRACTOR hereby agrees with HNGPL that:

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

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

(SIGNED BY COMPETENT
AUTHORITY)

Place:

Dated:

Official seal of the Contractor

PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No. HNGPL/

Dated -----

Contract Agreement for the work of ----- of HNGPL Ltd. made on ----- between (Name and Address)-----, 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 HARIDWAR NATURAL GAS PVT. LTD. hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, 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 surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender 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 labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents 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 the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said 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, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER 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 in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER 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 EMPLOYER 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 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 EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

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 EMPLOYER 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 EMPLOYER 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 EMPLOYER.

Signed and Delivered for and on behalf of the CONTRACTORS.

HNGPL

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

Clause no. 107 of General Conditions of Contract (GCC) have been modified to the extent that the following provision i.e. 'Dispute Resolution Clause' shall be part of the clause

- 1.0 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules
- 2.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 3.0 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 4.0 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 5.0 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Haridwar Natural Gas Pvt. Ltd. Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 6.0 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 7.0 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises.

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

Section 3
Special Conditions of Contract (SCC)

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- 1.0 SPECIAL CONDITIONS OF CONTRACT
- 2.0 ANNEXURE TO SCC
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[01] SPECIAL CONDITIONS OF CONTRACT

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1. GENERAL

1.0 Special conditions of contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of rates, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

1.1 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each with and into the contract so far as it may be practicable to do so.

1.2 Where any portion of the GCC is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies of variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.

1.3 Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract price) shall be deemed to have included such cost.

1.4 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/codes of practice for detailed specifications covering any part of the work covered in this Bidding on the contractor.

1.5 In partial modification to Clause No.21.0 of GCC the following shall apply:

In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:

- i) Letter of acceptance along with statement of Agreed variations.
- ii) Fax / Letter of Intent / Fax of Acceptance
- iii) Schedule of Rates as enclosures to letter of acceptance
- iv) Job / Particular Specifications
- v) Drawings
- vi) Technical / Material Specifications
- vii) Special Conditions of Contract

- viii) General Conditions of Contract
- ix) Indian Standards
- x) Other Applicable Standards
- xi) Contract Agreement
- xii) Instruction to Bidders (ITB)

1.6 It will be contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) of making the supply with reference which the conflict exists.

In the absence of any specifications covering any material, design of work(s) in the same shall be performed / supplies / executed in accordance with Standards Engineering Practice as per the instructions / directions of the Engineer-in-charge, which will be binding on the Contractor.

1.7 The requirements of any statutory body and authority like Indian boiler regulation, Tariff Advisory Committee, Chief controller of Explosives, etc, shall govern where these are more stringent than the requirements specified above.

1.8 Owner's representative means authorized representative of Owner (i.e. M/s HNGPL.) and / or Consultant authorized by M/s HNGPL.

2.0 THE WORK

2.1 Scope of work

The scope of work covered in this Contract will be as described in **Annexure-1** to SCC at Particular job specifications, Standard Specifications, Schedule of Rates etc.

2.2 Scope of Supply

The scope of supply covered in this Contract will be as described in **Annexure-2** to SCC Particular Job Specifications, Standard Specifications, Schedule of Rates etc.

2.3 Time schedule

2.3.1 The work shall be executed strictly as per time schedule given in **Annexure-3** to SCC. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting, demobilization and completion in all respects to the satisfaction of the Engineer-in-Charge.

2.3.2 A joint program of execution of work will be prepared by the Engineer-in-Charge and Contractor. This program will take into account the time of completion mentioned in 2.3.1 above.

2.3.3 Monthly/Weekly execution program will be drawn up by the Engineer-in-Charge jointly with the Contractor based on availability of materials, work

fronts and the joint program of execution as referred to above. The contractor shall scrupulously adhere to the Targets/Programs by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly program and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.

2.3.4 Contractor shall give every day category-wise labour and equipment deployment report alongwith the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

2.4 Measurement of Works

In addition to the provisions of Clause 88.1 of the General Conditions of Contract and associated provisions thereof, the provisions of **Annexure – 4** to SCC shall apply.

2.5 Terms of Payment

Terms of Payment will be as specified in **Annexure – 5** to SCC.

2.6 Temporary Works

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, temporary drains at the work site, preparing approaches to working areas, wherever required, for execution of the work, shall be the responsibility of Contractor.

2.7 Contractor's Temporary Structure

The Contractor may, at his own costs and expenses and subject to the approval of the Engineer-in-Charge and statutory authorities, construct offices, stores, workshop and remove the same as per the orders of the Engineer-in-Charge on completion of the contract. Whenever required the Contractor shall furnish such details of his temporary works as may be called for by the Owner/Engineer-in-Charge as to their safety and efficiency. The Owner/Engineer-in-Charge may direct those temporary works which he considers unsafe or, inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction, on maintenance of all the equipments and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The Owner/Engineer-in-Charge, may if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of work to be replaced

by equipment to their satisfaction. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction.

2.8 Statutory Approvals

- 2.8.1 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses from all concerned authorities in respect of pipeline crossing & all related works shall be the responsibility of the Contractor and the cost of the same shall be deemed to have been included in the quoted prices.

The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractor on production of documentary evidence.

Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

2.9 Quality Assurance

- 2.10.1.1 Bidder shall include in his offer the quality assurance programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of contract detailed quality assurance program shall be prepared by the contractor for the execution of Contract for various works, which will be mutually discussed and agreed to.
- 2.10.1.2 The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.
- 2.10.1.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning.

The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and dispatch of materials.

- 2.10.1.4 The Employer/ consultant / Consultant or their representative shall reserve their right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 2.10.1.5 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that contractor's QA/QC Engineer (s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of engineer-in-charge.
- 2.10.1.6 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 2.10.1.7 The contractor shall adhere to the quality assurance system as per specification enclosed in the bidding document as **Annexure-6**.

2.10 Notice and Licenses

The Contractor shall at his costs and expenses give to the Municipal or Panchayat, Police and other authorities all notices etc., that may be required in law to be given and obtain all necessary permissions and licenses etc., for temporary obstructions, enclosures and pay all fees, taxes charges etc. which may be leviable by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

2.11 Working Hours

Depending upon the requirements, time schedule/ drawn up programs and the target set to complete the job in time the works may have to continue beyond normal working hours to the extent of round the clock and on holidays also for which no extra claim shall be entertained.

2.12 Responsibility of Contractor

Preparing approaches and working area for the movement and operation of the cranes, leveling the area for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc.

The procurement and supply in sequence and at the appropriate time of all materials and consumables covered under Contractor's scope of supply shall be entirely the Contractor's responsibility. Contractor shall not use any of the equipment or materials issued to him by Owner for temporary works, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deduction at penal rates will be made from the Contractors bill for such quantities that are misused.

Contract Price is deemed to be inclusive of all expenses towards above responsibilities.

2.13 Additional Works/Extra Works

Owner reserve their right to execute any additional works/ extra works, during the execution of Work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner, Contractor is required to extend necessary cooperation and act as per the instructions of Engineer-in-Charge

2.14 Compensation for Idle Time

The owner shall make every reasonable effort to have the materials and working front available so as not to delay laying activities. No idle time claim shall be entertained under any circumstances.

2.15 Power and Water Connection

The Purchaser/Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water during connection from relevant authority and will pay its usage charge or arrange the same from the other sources.

2.16 Penalties

2.16.1 In case of proper barricading is not provided, along the trench and pits, as per technical specification for laying of PE Pipeline, the work shall be immediately suspended till such time proper barricading as per the technical specification is provided and Rs. 1000.00 per case / location per day shall be levied as penalty till such time the barricading is provided. In case the contractor fails to provide the barricading for long time, at the discretion of Owner, the work shall be offloaded to some other agency at the risk and cost of the contractor.

2.16.2 Installation/ Works to be carried out by the contractor as per the latest industry recommended practices/ latest relevant standards/ latest relevant code/ technical specification/ SOR. In case of any conflict among above, most stringent requirement shall be adopted. If installation/ works carried out by the contractor is not as per the latest industry recommended practices/ latest relevant standards/ latest relevant code/ technical specification/ SOR, and rectification of the same is not completed within the stipulated time, a

penalty of Rs. 2000.00 per connection shall be levied on the contractor.

2.16.3 In case it is noticed and confirmed by the consultant / Third Party Agencies / Owner's Site-In Charge that any fusion jointing and conversion is being carried out by personnel other than approved / qualified technicians as per the technical specifications for laying of PE pipelines and technical specifications for installation of GI/Copper Pipes, Rs. 1000.00 per joint or conversion shall be levied and the person supervising the work shall be suspended from Client's/Owner's/PMC's Site.

2.16.4 All TF Done need to be got verified for saddle and TF Joint leakage through our Project Engineer/ Third Party Agencies with 4 color photographs per Connections clearly showing the latitude/ Longitude, date, Location. Witness by team consisting of Project Engg/ Third Party Agencies. The photograph should cover Team member Photo/ Location of House from distance 5-10 meters. While claiming RA bill, for each connection above photo need to be produced failing which a penalty of Rs. 500.00 per connection will be deducted from Contractor's RA Bills. In Play store for this various app is available like "GPS map Camera".

2.16.5 In case in delay in conversion for more than 3 weeks from RFC date & fails to submit customer consent form duly signed by customer & approved by HNGPL engineers then penalty @0.5 SCM per day at prevailing PNG rates will be imposed & recovered from contractors bills the penalty will be applicable in slab of 10 days for eg., the delay of 1 to 10 days will attract penalty for 10 days gas charges, 11 to 20 days penalty of 20 days gas charges shall be imposed & so on....

2.16.6 Material reconciliation statement must be provided with each running bills.

2.16.7 Contractor is expected to complete 50 to 60 no. of house hold connection with NG in per month who has been awarded around 100 nos. DPNG connections Release order, if same is not completed within the 45 days from the date of allotment of individual connections, a penalty of Rs. 1000/- per connection shall be levied to the contractor. For example, if we given any New Connection through e-mail then from that day 45 days cycle begins and need to be completed within 45 days else above penalty will be applicable.

The grace period of one (01) week is applicable on the above monthly target. In case there is delay (attribute to Contractor) in achieving monthly target after a graceperiod of one (01) week, a penalty shall be levied @ Rs. 1000 per connection of delayed quantity and the same shall be deducted from their running advance (RA) bill.

Proper inspection of bought out items at site by HNGPL is to be ensured by contractor within 1 week from the date of arrival of material at site failing which no amount will be certified against supply as well installation in RA bill

Penalty for said works shall be dealt as per Release order wise.

If Consumer connection is not feasible for doing GI & NG for awarded work order, on that case depending upon the site conditions, Site engineer & EIC decision in this regard shall be final & acceptable.

If we delay in giving you the DPNG Connection/PE laying to the contractors as per site condition as decided by EIC, in that case contractor is expected to complete no. of house hold connection/PE laying on monthly basis.

If HNGPL failed to give you DPNG connection/PE Laying to the contractor, in that case no penalty till such time.

Further, if awarded DPNG connections/PE laying to the contractors are varies from stipulated DPNG connections/PE laying as mentioned above or varies as per site condition as decided by EIC, in that case Contractor is expected to complete no. of house hold connection/PE laying monthly on pro-rata basis as decided by EIC.

2.16.8 In case Fusion machine with GPS facility is not available at site, a penalty shall be levied @ Rs. 500 per joint per machine.

2.16.9 Quarterly Closure Statement/ Report must be provided after every quarter, failing which a penalty of Rs. 5000.00 per week of delay will be deducted from Contractor's RA Bills. Format of Quarterly Closure Report will be provided by EIC.

2.16.10 Contractor to deploy safety officer/safety supervisor at site (as per the guidelines given in Annexure-9 of SCC to Annexure), failing which penalty of Rs 3300 per day will be deducted from Contractor's RA Bills.

Depending upon site conditions, EIC can modify the various penalties and decision of EIC in this regard shall be final and acceptable.

3.0 CONSTRUCTION

OWNER reserves the right to inspect all phases of Contractor's operations to ensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectors or other duly authorized representatives, made known to the Contractor present during progress of the WORK and such representatives shall have free access to the WORK at all times. The presence or absence of an Owner's representative does not relieve the Contractor of the responsibility for quality control in all phases of the WORK. In the event that any of the WORK being done by the Contractor or any Sub-Contractor is found by Owner's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the Contractor shall, upon verbal notice of such, revise the work in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

3.1 Rules and Regulations

Contractor shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same.

3.2 Procedures

Various procedures and method statements to be adopted by Contractor during the construction as required in the respective specifications shall be submitted to Engineer-in-Charge in due time for approval. No construction activity shall commence unless approved by Engineer-in-Charge in writing.

3.3 Security

The work being in protected area, entry into the work area shall be restricted and governed by issue of photo gate passes by the Security/CISF. The Contractor shall arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/gate pass for his staff and labour and entry and exit of his men and materials shall be subject to vigorous check by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.

3.4 Drawings and Documents

3.4.1 The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Employer/Consultant. However no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued/approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.

3.4.2 The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/drawings. HNGPL shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

3.4.3 All documents and drawings including those of Contractors sub-vendor's

manufacturer's etc. shall be submitted to Employer/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

3.4.4 The review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.

3.4.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Employer/Consultant at any time during execution of the contract. However no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

3.4.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

3.5 Excavation by blasting
Excavation by blasting is not permitted wherever required in hard strata other mechanical tools shall be used.

3.6 Construction Equipment & Mechanization of Construction Activities

Contractor shall, without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, adopt as far as practicable, mechanized construction techniques for major site activities. However, Contractor agrees that he will deploy the required numbers and types of the part & machinery applicable for different activities in consultation with the Engineer-In-Charge during execution of works.

The Contractor shall mechanize the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.

Wherever Structural/Piping works are included in the scope, the Contractor's responsibilities shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches

working areas for the movement/operation of cranes and leveling the areas for assembly/erection to ensure effective mechanization on the works. The Contractor shall acquaint himself with availability of access, facilities such as railway siding, local labour etc. and the Contractor may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same. It may be noted that all fabrication work shall be carried out in fully mechanized workshops to reduce site fabrication to minimum.

For speedy execution of work, Contractor shall also ensure use of computer software for at least the following:

- (i) Billing
- (ii) Planning & Scheduling
- (iii) Progress Reporting
- (iv) Material Control & Warehousing
- (v) Safety Records
- (vi) Resource Deployment
- (vii) Communication

Contractor further agrees that Contract price is inclusive of all the associated costs) which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

3.7 Site Organization

The Contractor shall provide all necessary superintendence during the design and execution of the Works and as long thereafter as the Engineer-in-Charge may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out including the methods and techniques required the hazards likely to be encountered and methods of preventing accident for the satisfactory and safe execution of the Work. The workmen deployed, by the Contractor should also possess the necessary license etc., if required under any law, rules and regulations.

Subject to the provisions in the Contract Document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the Work, Contractor shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of Work.

3.7.1 SUPERVISION

All construction work will be carried out as per direction of EIC, and this will be the primary point of contact between the Contractor and HNGPL. on site. All work will be issued and sanctioned through the EIC and site control exercised by site engineers. The Contractor shall ensure that technical quality standards are maintained, that construction is carried out cost effectively and that a good customer and public image is maintained for HNGPL.

The Contractor will appoint his own supervisors of minimum number instructed by EIC. These personnel will be responsible to the SE for monitoring construction standards and for ensuring that all detailed technical requirements are met on each and every job which is undertaken. The Contractor's supervisor(s) will have day to day liaison with the SE, and will provide the SE with technical reports and audits, and other management information as is required on work progress and construction quality standards.

The Contractor's supervisor shall have mobile telephones or pagers to ensure that they can be contacted at all times. The Contractor will also nominate one person who can be contacted if necessary out of hours, for the duration of the works. The Contractor's supervisor will have access to transport at all times to allow them to visit sites and attend meetings with HNGPL. as is required. The normal day to day issue of work instructions, communication between HNGPL. and the Contractor's supervisor and the SE. No deviation from the approved technical specification / issued construction drawings shall be undertaken without written approval of EIC.

3.8 Health Safety and Environment (HSE) Management

After the award of the contract, detailed Health, Safety and Environment (HSE) program to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractor, Client.

The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per HNGPL. Specification and General Conditions of Contract.

It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and HNGPL.'s safety standards. In addition, and before any work takes place all the Contractor's operatives shall be given training in site safety by the trained person under supervision of HNGPL. If the Contractor wishes to start any new operatives on site, he must first inform the SE, who will arrange for such training to be arranged.

3.9 General Guidelines During and Before Erection

- 3.9.1 The Contractor shall be responsible for organizing the lifting of the structural element, equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other structures/ equipments are kept open.
- 3.9.2 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be Supplied and installed by the Contractor as required till the installation work is satisfactorily completed.

Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

- 3.9.3 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines shall be fulfilled by the Contractor.
- 3.9.4 Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained.
- Verticality shall be maintained. Verticality shall be verified with the Theodolite/advanced instruments,

3.10 Construction Photographs

The Owner desires to have two sets of monthly progress reports with photographs showing the progress of construction. Before utilizing any photograph for publicity, the Contractor shall obtain prior approval of the Owner.

3.11 Schedule of Labour Rates

Schedule of Labour Rates attached as **Annexure-10** to SCC shall be used for analysing rates for extra items.

Schedule of equipment rates attached as **Annexure-11** to SCC shall be used for analysing rates for extra items.

3.11.1. **Construction Equipment**

Minimum construction equipment to be deployed is enclosed as **Annexure-8** to SCC. However, Any other equipment required for completion of pipeline laying work but not specifically mentioned here, shall be deployed by contractor without any additional cost. The list of equipments mentioned in **Annexure-8** is the minimum to be deployed by contractor and contractor shall ensure the availability at site of listed equipments in good working condition.

3.12 **Specific Requirements**

Specific requirements spelt out in various technical parts of the Bidding Document shall be followed by Contractor.

3.13 **SITE CLEANING**

3.13.1 The BIDDER shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

3.13.2 Working site should be always kept cleaned up to the entire satisfaction of the Engineer-in-charge.
Before handing over and work to owner, the BIDDER in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

3.14 **SURVEY OF WORK**

Before the WORK or any part thereof are begun, the Contractor's agent and the Engineer-in-Charge's representative shall together survey the SITE and decide the tentative route considering all obstructions on which the pipeline is to be laid and on which measurements of the WORK are to be based. Such particulars shall be plotted by the BIDDER and trial pits started thereon.

The Contractor shall be entirely responsible for the correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

WORK shall be suspended for such times as necessary for checking lines and levels on any part of the WORK.

The Contractor shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out to WORKS.

Before commencement of any activity, Contractor's quality control set up duly approved by company must be available at site.

3.15 MANPOWER DEPLOYMENT

3.15.1 Bidder shall meet the requirement regarding deployment of minimum skilled manpower as specified in the bidding document at **Annexure-9**.

3.15.2 Schedule of Labour & Equipment Rates

Hiring / Recovery Rate for Deployment of Manpower attached as **Annexure- 9** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of manpower.

3.15.3 Equipment Hiring / Recovery Rates attached as **Annexure-11** to SCC shall be used for analysing rates for extra items and recovery for non-deployment of equipment.

3.16 PRICE ADJUSTMENT DUE TO DELAYED MOBILIZATION OR SHORTFALL IN MOBILISATION OF MINIMUM EQUIPMENT AND MANPOWER

3.16.1 In case during execution, adequate front is not available at site, contractor may request for delayed mobilization of certain equipments / manpower and submit for approval of Engineer-in-charge.

3.16.2 Contractor shall maintain record of actual mobilization of each equipment and key personnel and offer the same to EIC on monthly basis.

3.16.3 In case of delay in mobilization or shortfall in mobilization of equipment and key personnel w.r.t. approved deployment of equipments and manpower, recovery shall be effected from contractor's running bills as certified by ENGINEER INCHARGE.

3.16.4 If found necessary, HNGPL may deploy any equipment / manpower and recover the amount for such deployment as per rates provided at **Annexure- 10 & Annexure- 11** to SCC respectively.

3.16.5 In case of early mobilization or additional mobilization of equipment as compared to required equipments to meet the schedule requirement. Contractor shall not be entitled for any extra claim.

3.16.6 An equipment and key personnel may be demobilized by the contractor on completion of its equivalent at site after written clearance of Engineer-in-charge. Unilateral withdrawal of any equipment / key manpower by the contractor will attract recovery as per rates specified in **Annexure- 08 & Annexure- 09** to SCC.

3.16.7 Deduction under this clause is in addition to PRS applicable pursuant to GCC clause 27.0 and SCC Clause. The provision of GCC clause no. 27.0 shall have no bearing on this clause. The Contractor's maximum liability towards deduction for non-deployment of requisite minimum equipment & manpower shall be limited to 2.5% of contract price.

3.16.8 In case PRS is not applicable to the contractor, then amount deducted on account of Non-deployment of equipments and manpower will be refunded to the contractor. However this waiver doesn't include penalties pertaining to deployment of

manpower and machinery not meeting the technical criteria and other penalties like Penalty related to monthly target(2.17.6), Penalty related to GPS enabled fusion machine (2.17.7), Penalty related to submission Route map with GPS Coordinates of pipeline laid(2.17.8), Using of bought out items without any site inspection. (2.17.9)

3.16.9 In case of final bill, contractor shall be required to submit NOC from subcontractor about receipt of full payment from the contractor.

3.16.10 Contractor shall maintain record of actual mobilization of each equipment and key personnel. Joint record of equipment mobilization will be maintained month-wise. Further a copy of hindrance register for the specified period (RA bill period) duly signed by contractor HNGPL shall be maintained and submitted along with each RA bill.

4.0 TESTS, INSPECTION AND COMPLETION

4.1 Tests and Inspection of Material under Contractor's Scope

Inspection and test prior to shipment of material and at final acceptance shall be as specified in Technical Specification. However, without prejudice to the provision of Technical Specification following shall hold good.

The Owner/Consultant or its representative shall have the right to inspect and or to test the material to conform their conformity to the specification.

If any inspected or tested material fail to conform the specification, the Owner/Consultant may reject them and the contractor shall either replace the rejected materials or make all the alteration necessary to meet the specification, free of cost to the purchaser/consultant.

The Purchaser / Consultant's right to inspect, test and where ever necessary reject the material after the material's arrival in the purchaser / consultant site shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the purchaser/ Consultant or their representative prior to the material shipment from the material supplier.

4.2 Tests and Inspection during execution

The Contractor shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall follow all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Bidding Document, the technical documents that will

be furnished to him during performance of work and the relevant codes of practice.

The Contractor shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for tray fixing and inspection work.

Compressed air for carrying out works shall be arranged by the Contractor at his own cost.

For material supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the Owner at actual to the Contractor on production of documentary evidence.

Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in- Charge immediately.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents. Any work not conforming to execution drawings, specifications or codes shall be rejected and the Contractor shall carryout the rectifications at his own cost.

Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.

4.3 Final Inspection during execution

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defect is noticed, the Contractor will be notified by the Engineer-in-Charge and he shall make good the defects at his own cost and risk with utmost speed. If, however, the Contractor fails to attend to these defects within a reasonable time (time period shall be fixed by the Engineer-in-Charge) then Engineer-in-Charge may have defects rectified at Contractor's cost.

When these works are carried out at the risk and cost of the Contractor, the Engineer-in-charge would recover the actual cost incurred towards labour, supervisions and material, consumables or otherwise, plus 100% towards overheads from any pending bill of the Contractor or the security deposit.

4.3 Documentation

4.3.1 As - Built Drawings

Notwithstanding the provisions contained in standard specifications, upon completion of commissioning, the BIDDER shall complete all of the related approved drawings along with bill of materials to the "AS BUILT" stage provided to a **scale of 1:200** and submit to HNGPL., the following:

- a) One complete set in reduced size (279 mm x 432 mm).
- b) One complete set of Soft Copy in CD of all original drawings.
- c) One complete set (original) of approved prints in A2 / A3 sizes for site office and one set for HNGPL.

4.3.2 Completion Document

The following documents shall be submitted in hard binder by the BIDDER in two sets One complete set (original) for site office and one set for HNGPL), as a part of completion documents: -

- a) Copies of the Inspection reports, Laying Graphs, HDD Profiles (IF ANY) and valve pit drawings (IF ANY).
- b) Pre testing, final Hydrostatic / pneumatic and other Test results and reports.
- c) Consumption statements of PE / GI certified by Owner's Site Engineer.
- d) Final Material Reconciliation, stores issue & return statements
- e) All other requirements as specified in the respective specifications.
- f) Completion Certificate issued by Owner's Site Engineer.
- g) No claim certificate by the BIDDER.
- h) Completion certificate for embedded and covered up works wherever applicable.
- i) Recovery statement, if any.
- j) Deviation statement.
- k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- l) Copies of deviation statement and order of extension of time, if granted.
- m) Any other contractual documents required on completion.
- n) Total list of houses in the area allotted to him giving details of connections provided & reasons where connection could not be given / completed.
- o) The details recorded in measurement cards of every domestic house.
- p) Details of houses where extra piping done along with materials used.
- q) Total material consumption report.
- r) Material reconciliation with respect to the materials issued.
- s) Test reports & test certificates of gauges etc.
- t) Any other documents / records required.

4.4 Issue and Reconciliation of Material

Refer **Annexure-7** to SCC for details.

4.8 GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER (if applicable))

5.1 Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Employer for record.

6.0 LIMITATION OF LIABILITY

"Clause no. 80.3 of GCC-Works is modified to the following extent: Following shall stand appended to clause no. 80.3 of GCC-

Works:

The final payment by the Employer in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer.

7.0 Void

8.0 CONTRACT PERFORMANCE GUARANTEE

Please refer clause no. 37 of ITB (Vol. I) & clause no. 24.0 of GCC (General Condition of Contract) & BDS. In addition to above, following will also apply:-

- 8.1** Deleted
- 8..2 In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- 8.3 The Employer shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honor any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.
- 8.4 Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty / guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid till expiration of the guarantee period for entire works covered under the contract.
- 8.5 In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer may without prejudice to any other right or remedy available to the Employer, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 27 of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

9.0 TAXES, DUTIES AND LEVIES IN INDIA

- 9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, custom duty, Applicable Cess, etc. now in force and hereafter increased, imposed or 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 obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant 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. The prices shall also be inclusive of all taxes / Trade tax/ turnover tax as applicable.

9.2 Employer shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

9.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

9.4 Bidder shall take care of all applicable taxes & duties while submitting their prices.

9.5 Any errors of interpretation of applicability of taxes/ duties by Bidders shall be to their account.

10. SUBSEQUENT LEGISLATION

10.1 All duties, taxes (including trade tax/ turnover tax/GST, as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes /duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the HNGPL's account but such Taxes /duties imposed beyond Contractual Completion date shall be to the Contractor's account. However if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

11. STATUTORY VARIATION IN TAXES & DUTIES

Refer ITB.

12.0 INCOME TAX & CORPORATE TAX

Refer clause no. 42 of ITB.

13.0 VOID

14.0 CUSTOMS DUTY ON CONSTRUCTION EQUIPMENTS

14.1 Contractor is liable to pay custom duty on the equipments brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.

14.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer, the Employer may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer, of the like amount in the form and from a Bank in India approved by the Employer.

14.3 If for any reason the Employer is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer pay the same to the Employer, with the right in the Employer/Consultant (without prejudice to any other mode of recovery or right of the Employer/Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Employer, by the Contractor in favor of the Employer for an amount equivalent to amount of custom duty.

14.4 The obligations undertaken and/or any bond or facility provided by the Employer to the Contractor shall be based on the clear understanding that the said equipment shall be utilized by the Contractor only for the performance of

the work covered under this contract and that the Employer/Consultant shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor shall utilize or permit to be utilized the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @22% (Twenty two percent) per annum from the date of relative payment by Employer up to the date of recovery in full.

15 ISSUE OF CERTIFICATE- PERTAINING TO IMPORT

HNGPL. shall not provide any kind of certificate.

16.0 IMPORT LICENCE

16.1 Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Employer shall not provide import license.

17.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

17.1 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country(ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

18.0 INTELLECTUAL PROPERTY

18.1 Neither Employer nor Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Employer/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

19.0 FIRM PRICE

19.1 The quoted prices shall be firm and shall not be subjected to price escalation till the work awarded is completed in all respects.

20.0 WORKS CONTRACT

20.1 The work covered under this contract shall be treated as "Works Contract".

21.0 PROVIDENT FUND ACT

21.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for the payment made to the RPFC for the preceding months.

22.0 MOBILIZATION ADVANCE

23.0 TERMS OF PAYMENT

23.1 Basis and terms of payment for making “On Account Payment” shall be as setout in Annexure-5 to SCC.

24. COMPENSATION FOR EXTENDED STAY- Refer ITB & BDS.

25.0 COORDINATION WITH OTHER AGENCIES

25.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

26.0 SETTLEMENT OF DISPUTE BETWEEN TWO PSU's –REFER ITB.

27.0 ROYALTY

27.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Employer for all the items involving Royalty.

28.0 THE FACILITIES FOR WORKMEN

28.1 Following facilities are to be ensured at all work places where workmen are deployed/engaged by Contractor & any other, as required by law at the time of execution.

Arrangement of first aid

Arrangement for clean drinking water.

Toilets

Canteen where tea & snacks are available

A crèche where 10 or more women workmen are having children below the age of 6 years.

29.0 ARBITRATION

- 29.1** Clause No. 107.0 of GCC-Works pertaining to Arbitration shall be replaced by the following:-
- 29.1.1** All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.
- 29.1.2** The Employer/Consultant (HNGPL) shall suggest a panel of three independent and distinguished persons to the other party (Bidder/Contractor/Supplier/Buyer as the case may be) to select any one among them to act as the sole Arbitrator.
- 29.1.3** In the event of failure of the other party to select the sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and the Employer/Consultant shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Employer/Consultant on the appointment of Sole Arbitrator shall be final and binding on the parties.
- 29.1.4** The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the Parties. The arbitration proceeding shall be in English language and the venue shall be at Delhi, India.
- 29.1.5** Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.
- 29.1.6** All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the **State of Uttarakhand (India)**.
- 29.1.7** Bidders/ Supplier/ Contractors may please note that the Arbitration & Conciliation Act, 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL, model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

30.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

- 33.1** The Contractor shall follow the specifications with respect to Project Planning, Scheduling and Monitoring system as given in Bidding Document.

31.0 CHECKING OF LEVELS

31.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

31.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

32.0 STORAGE FACILITIES

32.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities with in the quoted price.

33.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

Refer Clause no. 40 of ITB.

35. COMPUTERIZED CONTRACTORS BILLING SYSTEM

Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.

The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by HNGPL. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to HNGPL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

Employer/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

36. ORDER PLACEMENT OF BOUGHT OUT ITEMS

The contractor is required to place firm order for all bought out items of adequate quantity (including 1st lot in those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC) within 30 days

from the date of placement of order, failing which owner reserves the right to procure the same at the risk & cost of the contractor. However the contractor shall always take prior approval of owner and consultant for items required to be procured.

Further lots (for those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC) shall be procured after suitable period so as to ensure adequate availability of material at site through out the execution period).

Proper inspection of bought out items at site by HNGPL is to be ensured by contractor within 1 week from the date of arrival of material at site failing which no amount will be certified against supply as well installation in RA bill.

37. REQUIREMENTS FOR CONTRACTOR AT SITE

- 37.1 Contractor shall establish site office in the respective areas with adequate facilities like tables, chairs, telephone, and computer with mailing facility etc. for effective communication and documentation.
- 37.2 Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.
- 37.3 Contractor shall supply 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.
- 37.4 Contractor shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meeting with HNGPL & other authorities or customers as required, without any undue delay.
- 37.5 Contractors shall provide cell phones to their supervisors for day to day communication with HNGPL and site representatives of HNGPL
- 37.6 The site in-charge must be a permanent employee of the contractor having desired qualification and work experience, Any change in key persons working at site shall be informed to the Owner promptly.
- 37.7 Owner will not allow switching/ swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.

38. COMPLIANCE WITH LAWS

38.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act.
- vi) Apprentices Act.
- vii) Workman's Compensation Act.
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Wild life Act.
- xi) Maritime Act.
- xii) Any other Statute, Act, Law as may be applicable.
- xiii) PNGRB Act.

39. NOTES TO SCHEDULE OF RATES (SOR)

- i) The SOR items would be operatable as per job requirement.
- ii) The quantities stated in SOR are tentative and may vary considerably on \pm side depending upon site condition, methodology adopted as per site requirement. The payment will be made as per actual certified Measurement at site and as instructed by EIC.
- iii) The scope as mentioned in the SOR is of **indicative nature only** and shall include all activities as detailed in the relevant clauses of the specifications attached and other relevant documents enclosed with tender.
- iv) Any other materials & activities not mentioned/covered in SOR , but otherwise required for satisfactory completion/safety of work as defined in tender has to be supplied /done by contractor with in the specified schedule at no extra cost to owner.
- v) Contractor shall be required to deploy adequate no. of plumbing teams to ensure domestic conversions expeditiously.

41.0 Insurance

All kind of Insurances including transit Insurance shall be borne & arranged by the bidder in line with clause no. 101 of GCC-Works. Price quoted in SOR shall be inclusive of this cost.

42.0 PRICE REDUCTION SCHEDULE

The Price reduction schedule shall be applicable at the rate mentioned as per clause no. 27 of GCC-Works as per following:

In case of delay in completion of work as per total scope of work within the completion schedule, Price Reduction Schedule shall be applicable at the rate of $\frac{1}{2}$ % of the contract Price per week of delay or part thereof.

The maximum PRS shall be 5% of total contract Price.

For PRS purpose, Contract value shall be excluding of GST.

The compensation on account of any liability (lies) including penalties other than above shall be as per provisions of bidding documents and shall be applicable in addition to PRS.

43.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, HNGPL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

44.0 SUB-LETTING OF WORKS

Pursuant to Clause No. 37 of GCC-Works:

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof for interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill.

45.0 BONUS FOR EARLY COMPLETION

The Clause 27.3 of GCC-Works for Bonus for early completion shall not be applicable in this Contract.

46.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents/ Procedure of HNGPL.

WAY BILL / ROAD PERMIT: Shall be issued by Owner only for transportation of free issue material from one state to another.

LOCAL EMPLOYMENT

In order to encourage local employment, contractor shall endeavour to deploy personnel pass-out from local institutes including execution of non-

critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

47.0 COMPLETION CERTIFICATE

Engineer-in-charges against the contract shall be HNGPL, however, the completion certificate shall be issued by HNGPL. The provisions of GCC are modified to this extent.

48.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of HNGPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to HNGPL in this respect and the Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

49.0 SUMMARY OF INSURANCE POLICIES

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

No.	SCHEME	APPLICABILITY	PREMIUM/CONTRIBUTION	SUM ASSURED/BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI mentioned at Sl. 1)	Applicable to Excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Medical policy within overall premium @ 3.25 % of Minimum wages (i.e. employer Contribution towards ESI)	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 3 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or

					any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	-Eligibility – age group 18 to 70 years - Applicable to all resources of the Contractor	Rs. 20/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)	Eligibility – age group 18 to 50 years. (can continue upto 55 years) - Applicable to all resources of the Contractor	Rs. 436/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

[02] ANNEXURES TO SCC

C O N T E N T S

Annexure-1	:	Scope of Work
Annexure-2	:	Scope of Supply
Annexure-3	:	Time Schedule
Annexure-4	:	Measurement of Work
Annexure-5	:	Terms of Payment
Annexure-6	:	Quality Assurance
Annexure-7	:	Conditions for issue & reconciliation of material
Annexure-8	:	Minimum no. of Construction equipment to be deployed
Annexure-9	:	Minimum no. of skilled manpower to be deployed
Annexure-10	:	Schedule of Labour Rate
Annexure-11	:	Schedule of Equipment Hourly Rental Rate

SCOPE OF WORK
(ANNEXURE -I TO SPEICAL CONDITION OF CONTRACT)

ANNEXURE-1 TO SCC

1.0 **SCOPE OF WORK**

Scope of work shall be as detailed in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document.

SCOPE OF SUPPLY

(ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-2 TO SCC

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply (Free Issue Item)

Owner's scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

In order to speed up the project Free Issue Materials on replacement basis shall be issued to the Contractor from the designated store(s) of HNGPL. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

PE pipe of various length which are not in scrap category as per SCC clause (Annexure-7, point no. 1.6), owner can issue such pipe length to contractor for laying & installation purpose.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as **Annexure-7** to Special Conditions of Contract.

1.2 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

TIME SCHEDULE

(ANNEXURE-3 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-3 TO SCC

TIME SCHEDULE

Name of Work	Scope of work	Time of Completion
Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA	As per specified in Section -IV	12 months from the issuance of FOA or specified in FOA

Note: The above time schedule is inclusive of mobilization period.

- 1) The time of completion shall be reckoned from the date of award of contract, which shall be the date of issue Fax of Acceptance.
- 2) The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.
- 3) It should be noted that the period of construction given above includes preparation of drawings (if required), procurement and supply of materials including their inspection & testing, mobilization at site, construction, laying, fabrication, erection inspection, testing, rectification (if any), pre-commissioning, commissioning and demobilization works etc. complete in all respects to the entire satisfaction of Owner/ Engineer-in-charge.

**(STAMP & SIGNATURE OF
BIDDER)**

MEASUREMENT OF WORK

**(ANNEXURE-4 TO SPECIAL CONDITIONS OF CONTRACT –
TECHNICAL)**

ANNEXURE-4 TO SCC

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by HNGPL Engineer. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate. 3-5% checking of measurement work shall be by EIC..
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- 1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.7 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.
- | | | | |
|------|--------|---|-----------|
| i) | Weight | : | MT or Kg |
| ii) | Length | : | M (Meter) |
| iii) | Number | : | No. |
| iv) | Volume | : | Cu.M |
| v) | Area | : | Sq.M |

2.0 PIPING

- 2.1 Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall include all types of fittings, bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

3.0 FOR PIPELINE CROSSINGS BY HDD (if required) / BORING / MOLING METHOD

Payment shall be made as specified in SOR, PJS and Technical Specification.

TERMS OF PAYMENT

(ANNEXURE-5 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-5 TO SCC

1.0

TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Owner's representative monthly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work.

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

For SOR item 1.1 **FOR OPEN TRENCHING METHOD**

70%	Trenching, lowering, electro-fusion jointing of pipeline along with installation of Transition fitting, back-filling and compaction for the PE pipeline length as per the scope of work.
10%	Testing of PE pipeline
5%	Purging with nitrogen of the PE pipeline
5%	Commissioning with natural gas of the PE pipeline
10%	Submission of all documents / As built drawings and closure of contract.

FOR MOLING METHOD

70%	On manual moling, installation & electro-fusion jointing of PE pipeline along with installation of Transition fittings, back-filling of moling pits, pits restoration as per the scope of work.
10%	Testing of PE pipeline and restoration
5%	Purging with nitrogen of the PE pipeline
5%	Commissioning with natural gas of the PE pipeline
10%	Submission of all documents / As built drawings and closure of contract.

For SOR item 1.2

70%	After Complete restoration (local area wise) as per the standards (bidder may note that restoration work shall be carried out after successful testing and commissioning in respective area).
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20%	After obtaining NOC from respective owner /EIC.
10%	After Completion of all works and closure of contract.

For SOR item 1.3

30%	Supply of casing (HDPE) pipe
40%	Installation of HDPE pipe
10%	Testing of PE pipeline
5%	Purging with nitrogen of the PE pipeline
5%	Commissioning with natural gas of the PE pipeline
10%	Submission of all documents / As built drawings and closure of contract.

For SOR item 1.5 &1.6

90%	Completion of work as per SOR including supply.
10%	After submission of documents and closure of contract

For SOR item 2.1.1

90%	On procurement of GI pipes, Completion of installation of pipes including all fittings, valves, etc.and clamping, Testing of installations &, painting, Commissioning including all related activities.
10%	After submission of documents and closure of contract

For SOR item 2.3

90%	Upon installation of meters (free issue) and supply and complete installation of of rubber hose all its associated work. Conversion of burners and gas charging (i.e.commissioning work).
10%	After submission of documents and closure of contract

For SOR item 2.5

70%	Upon supply of items.
10%	Upon Complete installation of item's and all its associated work.
10%	Commissioning / gas charging
10%	After submission of documents and closure of contract

For SOR Item No. 3.0 registration Work

Payment for the registration work shall be made for the actual no. of registration as follows:

10%	On submission of consumer detail confirming to take connection
20%	Submission of forms duly filled and signed by consumer

60%	After technical inspection (For ascertaining whether connection can be given or not) and collection of security amount from consumer (security amount to be collected only if connection is feasible technically)
10%	After final charging of gas in the consumer connection

2. Any other work (Not mentioned above)

- a) Completion of individual work as per SOR including supply :
90% (wherever applicable)
- b) Completion of all activities and their acceptance submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order: : 10%

Note: Any further breakup of each activity for the payment purpose can be done depending upon the site situation / requirement and recommendation by EIC and approval of construction in-charge.

3. Payment Methodology

- I. The Contractor shall raise invoices (as per GST Act/ rules) on monthly basis. Bidder shall enclose all documents as per checklist issued by HNGPL including during Kickoff meeting
- II. The payment of the contractor will be released within 30 days from the date of receipt of complete invoice as per terms and condition of the contract.
- III. Employer will release payment through e-payments only as detailed in bidding document.
- IV. All payments against running bills are advance against the work and shall not be taken as Final acceptance of work / measurement carried out till the final bill.
- V. Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
- VI. Successful bidder(s) to submit material reconciliation certificate along with each bill.
- VII. Bills shall be raised by contractor in line with check list attached in Tender document.
- VIII. *As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.*

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not

have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

IX. HNGPL's PAN No. is AADCH8780N.

X. All RA Bills shall be submitted to EIC of HNGPL.

All bills are to be submitted through Central Dak System as under:

1. All Bills should be submitted in a Closed Envelope. -
2. Following details should be written on the cover of the Closed Envelope without fail:
 - Vendor Name & Vendor Code
 - Invoice Number with Date of Invoice
 - Invoice Amount
 - Name of the Engineer in Charge
 - Nature of Bill

**QUALITY ASSURANCE
(ANNEXURE-6 TO SPECIAL CONDITIONS OF
CONTRACT)**

For Details - (Refer our Technical Specification of same is enclosed in Section 4 of tender document.)

**CONDITIONS FOR ISSUE AND RECONCILIATION OF
MATERIAL**

(ANNEXURE-7 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-7 TO SCC

1.0 **CONDITIONS FOR ISSUE OF MATERIALS**

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

- 1.1 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.
- 1.2 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.
- 1.3 The contractor shall bear all other cost including lifting, carting from issue point 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.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

1.6 **Reconciliation of Owner supplied materials**

- 1.6.1 Every month, the contractor shall submit an account for all materials issued by Owner in the proforma prescribed by the Engineer-in-charge. On completion of the work the contractor shall submit "Material Appropriation Statement" for all materials issued by the Owner in the proforma prescribed by the Engineer-in-charge.

Waste materials like part lengths of pipes and other partly used items are the property of HNGPL. and must be returned to the store with the appropriate documentation so that they can be considered as part of the material reconciliation.

Item	Unaccountable	Scrap
Regulators, meters	0%	0%
GI Service Pipes	2%	2% (less than 0.5 mtrs)
PE Pipes	2%	2% (less than 2.0 mtrs)
Consumables	Discretionary	-

* In case supplied by Owner

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

The percentage allowance shall be accounted on the basis of final measurement book.

- 1.6.2 All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard(s). In case the Contractor fails to do so/ or exceeds the limits of allowances specified above for scrap/ serviceable materials, then

recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 125% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment/weight/ 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.

- 1.6.3 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.

CONSTRUCTION EQUIPMENT TO BE DEPLOYED
(ANNEXURE-8 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-8
MINIMUM NO. OF CONSTRUCTION EQUIPMENT TO BE DEPLOYED

Sl. No.	Description of Item	Qty. to be Deployed* for Haridwar (by each tenderer)
i.	Electro-fusion machine with Bar Code, GPS antena, Memory to store upto 2048 weld data, USB interface and control box with leads	2
ii.	Moling Equipment	As and when required
iii.	PE Squeeze Tools for 20mm / 32mm Pipes	2
iv.	Universal pipe scrapper 20mm, 32mm / hand scrappers	2
v.	Tapping tools for PE service tees	2 sets of all size
vi.	PE pipe cutter / Guillotine	2
vii.	Gas detection equipment, wherever required	As and when required
viii.	Cable and pipe locator	As and when required
ix.	PE closure plugs / test ends for 20mm / 32mm pipes	As and when required
x.	Towing heads	As required
xi.	Pipe alignment clamps, jointing of elbow, tee, top loading clamps for top tee	2
xii.	Pipe straightners, re-rounding tools of all pipe sizes	2
xiii.	Jumping Jack compactor	As and when required
xiv.	Roller for asphaltting	As and when required
xv.	Water tanker	As and when required
xvi.	Hammer Drill	2
xvii.	Power Generator a) 5.5 kVA, b) 2.5kVA	1 2
xviii.	Piston Drill	As and when required
xix.	Conversion Kit	As and when required
xx.	Pneumatic Test Pumps	2
xxi.	Die sets for thread preparation	2
xxii.	Soldier Torch	4
xxiii.	Cleaning pads	4
xxiv.	Cleaning Brush	4
xxv.	Voltage Stabilizer	2
xxvi.	Calibrated Pressure Gauge (0-6 Bar)	4
xxvii.	Acetone/ H2O2 (pipe cleaner)	As and when required
xviii.	Harness belts & clamps	As and when required

***) Number of equipment indicated hereinabove may be revised by Engineer In-charge for various sites depending on quantum of work and work front made available to the contractor. Any additional equipment requirement, whenever asked for by the Engineer In-charge, shall be deployed by the contractor at site without any additional cost to Owner**

Notes:

- Any other equipment required for completion of pipeline laying work but not specifically mentioned hereinabove, shall be deployed by contractor without any additional cost to Owner. Contractor shall deploy above mentioned equipments in good working condition & properly calibrated.

2. Mobilization shall be considered complete only after equipments having quantity specifically mentioned hereinabove / quantity decided by engineer-in-charge on case to case basis at site are made available at site in good working condition as verified by EIC.

(SIGNATURE OF BIDDER)

MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED
(ANNEXURE-9 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-9
MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED

S.No	Description	Requirement per contractor
1	Resident Construction Manager /Section Incharge	1
2	Engineer (QA/QC)	1
3	Safety Officer/Safety supervisor ***	1
4	Foreman/Supervisor	2
5	Document Controller	1
6	Store Keeper/ Store in-charge	1
7	Fusion Operation/ Jointer	2

The above proposed list of skilled manpower is the minimum to be deployed by Contractor.

TENTATIVE NO. OF SKILLED MANPOWER TO BE DEPLOYED

S.No	Description	Requirement per contractor
1	Skilled Workers (GI Plumber)	10
2	Plumber's Helper	10
3	NG Conversion Team	2
4	Skilled Workers (Moling Team)	As and when required
5	Unskilled Workers (Labour)	As and when required

***Note: -

Safety Supervisor: A dedicated Safety Supervisor having recognized degree in science or diploma in engineering with one-year experience of working as a safety supervisor in any oil & gas industry /chemical/construction industry shall be deployed up to 50 workers. Subsequently for every 50 workers, CONTRACTOR shall deploy one dedicated Safety Supervisor.

Safety Officer: A full time /dedicated qualified Safety Engineer/Officer shall be assigned for every 250 workers are employed at site/GA. The Safety Engineer/Officer shall possess requisite qualification and experience in line the Central/State Regulations.

(SIGNATURE OF BIDDER)

NOTES:-

1. Site Engineer/Section In-charge should be posted at Site.
2. The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule is given above and is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
3. The Manpower as identified above should have required qualification and adequate relevant experience.
4. The minimum no. of. skilled manpower to be deployed may however vary (increase/decrease) depending on availability of work front. The decision of EIC in this regard shall be final.

SCHEDULE OF LABOUR RATES
(ANNEXURE-10 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE –10 to SCC

SCHEDULE OF LABOUR RATES (FOR EXTRA WORKS)

Sl. No.	Classification Personnel	Rates in INR for 8 hours	Rate per Hour for OT, Sunday & Holiday
		Standard Time (Rs)	In Rs
1.	Engineer	3500/-	775
2.	Surveyor	1750/-	385
3.	Pipe Fitter	1000/-	220
4.	Pipe Welder	1750/-	385
5.	Gas Cutter	1155/-	250
6.	Grinder	1155/-	250
7.	Mason	800/-	175
8.	Plumber	800/-	175
9.	Carpenter	800/-	175
10.	Painter	800/-	175
11.	Electrician	1000/-	220
12.	Cable Jointer	800/-	175
13.	Instrument Technician	850/-	185
14.	Rigger	750/-	165
15.	Watchman/Helper	650/-	140
16.	Concrete Mixer Operator	850/-	185
17.	Heavy Machine Operator	1000/-	220
18.	Fusion Operation/ Jointer	850	185
19.	Safety Officer	2750/-	600
20.	Document Controller	1000/-	220
21.	Store Keeper/ Incharge	1000/-	220
22.	Foreman	2475/-	540

(SIGNATURE OF BIDDER)

NOTES:-

Above rates are final and Tenderer is to sign only without deviation.

EQUIPMENT RENTAL RATES FOR EXTRAWORKS
(ANNEXURE-11 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-11 TO SCC

EQUIPMENT RENTAL RATES FOR EXTRA WORKS

SL. NO.	DESCRIPTION OF EQUIPMENT	HOURLY RENTAL RATES FOR EXTRA WORKS INCLUDING CONSUMABLES
1)	Dozers	Rs. 6500/-
2)	Dewatering Pumps	Rs. 1 5 0 0/-
3)	Fusion Jointing Machine	Rs. 5 000/-
4)	Diesel operated power generators	Rs. 5000/-
5)	Gas cutting set with cylinders	Rs. 1250/-
6)	Compressor 600 CFM Capacity	Rs. 5000/-
7)	Trucks	Rs. 5000/-
8)	Car/Jeep	Rs. 2000/-
9)	Pipe bending m/c	Rs. 7500/-
10)	Tractor with trolley	Rs. 2000/-
11)	Tripod with 5 Tons Chain Pulley Block	Rs. 500/-
12)	Pipe Tractor (FB/ Semi Low Bed)	Rs. 10000/-
13)	Dumper	Rs. 7000/-
14)	Moling machine (Manual)	Rs. 3000/-
15)	Moling machine (Machine)	Rs. 5000/-
16)	JCB Excavator	Rs. 8000/-
17)	JCB Excavator with rock breaking tool	Rs. 12000/-
18)	Compressors up to 300 CFM	Rs. 4000/-
19)	Concrete mixer 0.25 to 0.40 cum with hopper	Rs 1000/-or as required

NOTES:-

- 1) Rates are final and Tenderer is to sign only without deviation.
- 2) Rates are inclusive of operators / drivers as applicable
- 3) Rates are inclusive of contractor's overhead & profit
- 4) The recovery rate shall be the rates provided above plus 20%

(SIGNATURE OF BIDDER)

[03] PARTICULAR JOB SPECIFICATION

CONTENTS

<u>S. No.</u>	<u>Description</u>
1.0	Project Description & Scope of Work
2.0	General Terms and Condition
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4.0	Scope of Supply
5.0	Documents, Specifications, Standards & Drawings
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10.0	Survey and Level/ Setting out Work
11.0	Order of Works/ Permissions/ Right of Entry/ Care of Existing Services
12.0	Make of Material/ Bought Out Items
13.0	Inspection of Supply Items
14.0	Escalation
15.0	Documents to be submitted alongwith R.A. Bills
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1.0 **GENERAL & PROJECT DESCRIPTION**

1.1 **PROJECT DESCRIPTION**

M/s Haridwar Natural Gas Pvt. Ltd, (JV of Gail Gas Ltd. & Bharat Petroleum Corporation Limited is engaged in development of CNG & City Gas Distribution Networks (CGDN) at Haridwar Geographical Areas in the country for distribution of CNG and PNG to various consumer segments.

Presently, HNGPL is developing CNG & City Gas Distribution Networks(CGDN) at Haridwar GA to supply Natural Gas to Domestic, Commercial, Industrial and Automobile Consumers in these Geographical Areas (GA).

This tender deals with the Laying, testing and commissioning of underground medium density Polyethylene (MDPE) service pipelines of size 32 / 20mm OD including PE/ GI transition fitting & installation of GI pipelines for Piped Natural Gas supply to domestic consumers in Haridwar city.

1.2 **SCOPE OF WORK**

The scope of work involves providing city gas connectivity to the consumers as per the following detail:

DPNG	1100 Domestic Connection
Existing RFC to NG	200 Connection
Commercial Connection	25 Nos (Tentative Qty, Connection will be done if required)
Industrial Connection	2 or more nos (Tentative Qty, Connection will be done if required)

The above scope of work covers laying, testing and commissioning of underground medium density Polyethylene (MDPE) service pipelines of size 32 / 20mm OD from the nearest branch line of various sizes MDPE line to various end point consumers of Piped Natural Gas (PNG) in **Haridwar** City. Other than MDPE pipe, meter and regulators, all other materials shall be procured by the contractor as indicated in SOR.

The last mile Connectivity, at the end points of various domestic consumers, includes supply and Installation and testing of GI pipes, Meters (meter free issue) and regulators (regulators free issue), Isolation and appliance valve with all fittings etc.

Further the scope of work also includes identification of existing structures, buildings, roads, paves / by-lanes, nallahs, culverts, drains, utility lines, electric poles, type of ground surface , and marking on drawings along with location of all houses by their names and identification number along with preparation of drawings.

The broad scope of this tender comprised of but not limited to the following:

- Laying, testing & commissioning of PE service line (of size 32 / 20mm) along with Fittings and valves from the nearest existing branch line of various sizes to the Housing complex / society / individual houses etc including PE/GI transition pipe. Supply of fittings & valves are in the Bidders scope.
- Supply and installation of tapping saddle on existing PE pipe of various sizes of

- existing network.
- Installation of Regulators, meters & other associated fittings (including supply of fittings).
 - Supply and above ground GI installation including riser kit (PE to GI transition fittings) from regulator at consumer end.
 - Supply of copper tube, isolation valves & appliance valves.
 - Supply & installation of GI Pipe connection within Kitchen of Domestic consumers including installation of meters (free issue), regulators (free issue), anaconda, appliance / isolation valve, brass fittings, copper tube etc complete in all respect.
 - Conversion of Domestic appliances (like burner, hotplate etc) for application / use of PNG.
 - Supply ,fabrication and installation of Plate marker.
 - Making of PCC pedestal of grade (1:2:4) and size (8"X6"X4").
 - Supply and Installation of TF alongwith GI Sleeve.
 - Registration of Domestic PNG Connections.
 - Reconciliation of material received from store each time before submission of RA bills.

GENERAL Terms and Condition

- i. Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, SOR, PJS of work, specifications , Drawings and anyother documents forming part of this contract wherever the context so requires.
- ii. 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 readwith and into the contract so far as it may be practicable to do so.
- iii. Where any portion of the General Condition of Contract is repugnant, to or atvariance with any provisions of the Special Conditions of Contract, unless adifferent intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Condition of Contract and shall to the extent of such repugnancy, orvariations, prevail.
- iv. The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the TECHNICAL SPECIFICATIONS contained herein and CODES referred to. Where the technical specification stipulate requirementsin addition to those contained in the standard codes and specifications, theseadditional requirements shall also be satisfied.
- v. Wherever it is mentioned in the specifications that the CONTRACTOR shallperform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shallbe deemed to have included cost of such performance and provisions, so mentioned.

- vi. It will be Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- vii. In the absence of any specifications covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-in-charge, which will be binding on the Contractor.

3. Procurement

- 3.1.1 CONTRACTOR shall procure and supply all the materials other than OWNER supplied materials, required for permanent installation of pipeline and aboveground GI Installation in sequence and at appropriate time. All equipment, materials, components etc. shall be suitable for the intended service. Approved vendor list has been indicated in the bid package for various items. For items which are not covered in the vendor list, CONTRACTOR shall obtain Owner's prior approval for the vendor based on PTR document.
- 3.1.2 CONTRACTOR shall procure all materials, components, equipment, consumable etc. required for successful completion of the pipeline system. CONTRACTOR shall also procure and supply spares required for pre-commissioning and commissioning/ start up as recommended for all items supplied by him as per specifications provided in the bid package. Where no specification is available in the contract, the same shall be prepared by the CONTRACTOR based on the piping material specification and shall be subject to Owner's approval.
- 3.1.3 Material take-off with complete description of size, rating, material, thickness and specifications to be prepared by contractor.
- 3.1.4 Only single offer shall be provided by the bidder fully complying to specifications/ drawings/ requirements for Owner's review and approval. CONTRACTOR shall provide for inspection of the items at vendor's works by the OWNER/ Owner's REPRESENTATIVE or by a reputed inspection agency and shall submit inspection reports for Owner's clearance.
- 3.1.5 Stores management including receipt, warehousing, preserving the material in good condition, issue of material to construction site, reconciling/ handing over surplus material to OWNER for OWNER supplied items .
- 3.1.6 Carry out proper documentation of inspection and quality assurance programmes for all equipment and bulk materials duly approved by OWNER. CONTRACTOR shall maintain an accurate and traceable listing of procurement records for the location, quality and character of all permanent materials in the Project.
- 3.1.7 CONTRACTOR shall immediately report to the OWNER of all changes which will affect material quality, and recommend any necessary corrective actions to be taken.
- 3.1.8 Submit periodic progress reports highlighting hold ups and slippages, if any, to OWNER and take remedial measures.

3.1.9 Interact with authorities such as Sales Tax, Octroi, Excise, Customs etc. as necessary and arrange for transportation of the materials under his scope of supply to site.

3.1.10 All purchase requisitions including purchase orders shall be approved by Owner/ Owner's Representative.

3.1.11 Compliance with vendor's and supplier's instructions and recommendations for transportation, handling, installation & commissioning.

3.2 Construction

3.2.1 General

3.2.1.1 All construction works shall be carried out as per "Approved for Construction" drawings, procedures, specification and applicable codes and standards. Any changes at site shall also need prior approval from the OWNER and revision of drawings. Construction drawings will be submitted by the Contractor in a phased manner for owner's approval in accordance with the procurement and construction plan prepared and furnished by contractor & agreed by Owner.

Owner will take minimum 7 working days from the date of submission of the documents / drawings submitted by the contractor for owner's comments / approval.

3.2.1.2 Statutory Approvals

The Owner shall provide to the Contractor the basic / in principal approval for laying the pipeline. However, the Contractor at his own initiative shall obtain all permissions, permits and licenses necessary for the performance of the work. **If any such permission, permit or license required for the performance of the work** by the contractor can only be granted at the request or recommendation of the Owner, the Owner shall at the request of the Contractor, provide recommendatory letters to the contractor to obtain or procure the same. The contractor shall not, however be entitled to any additional compensation over and above contracted rates of services for any hardship or increased cost caused by any idleness, suspension or disruption of work or any other account whatsoever as a result of the inability of the contractor to obtain the permission(s), permit(s), license(s) aforesaid to match with the progress of the work nor shall the same constitute a ground for extension of time.

a) The approval from any authority required as per statutory rules and regulations of Central/ State Government agencies etc. shall be the contractor's responsibility unless otherwise specified in the tender document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractor on production of documentary evidence.

b) The defective work resulting from poor workmanship and/ or material supplied by

contractor, as pointed out by any statutory authority shall be rectified by the contractor at no extra cost to the Owner. Any change/ addition required to be made to meet the requirements of the statutory authorities, the same shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the contractor from any of his responsibilities under this contract.

- 3.2.1.3 The Contractor shall comply with all the conditions and requirements issued by Authorities having jurisdiction in the area where the work is to be performed.

It shall be the Contractor's sole responsibility to make arrangements for land for setting up of its string fabrication yards, all storage areas for line pipe and other materials, wherever required, and all other work areas.

The Contractor shall make all arrangements for access to his work site at his own cost and responsibility. If no public road exists Contractor shall arrange on his own for access to his work area at no extra cost to the COMPANY.

The CONTRACTOR shall be responsible for claims if any arising out of damage/ obstruction to public utilities like lines of DOT etc. where the claims will cover the restoration costs as well as loss of revenue due to down time.

- 3.2.1.4 Providing schedules, progress reporting, organization chart at construction site, quality assurance plan and developing quality control procedures, as per requirements indicated elsewhere in the bid package.

- 3.2.1.5 Coordination and supervising the work of sub-contractors.

- 3.2.1.6 Transportation of appropriate materials and taking delivery of Company supply materials, store, worksite, intermediate storage points, maintaining and operating an adequate material control procedure at worksite.

- 3.2.1.7 Fabrication of all GI piping, structural components as per approved drawings.

- 3.2.1.8 All civil/ structural works, electrical and instrumentation, laying and commissioning works shall be performed in accordance with relevant specifications and requirements enclosed elsewhere in the bid package.

- 3.2.1.9 CONTRACTOR shall provide complete details of manpower, equipment etc. to be deployed. Mobilizing and providing all equipments, manpower (skilled and unskilled), consumable and other resources etc. for each spread as required for the execution of the complete job defined herein and thereafter demobilizing the same upon completion of work.

- 3.2.1.10 Provide, maintain and operate all temporary facilities required for the construction related works and remove after completion of work. Providing barricading at trench incity area as per instruction of engineer in charge for safety.

- 3.2.1.11 Hook up / tie-in of pipeline and piping system with other facilities etc.
- 3.2.1.12 All works related to cleaning, testing, dewatering, swabbing, drying, pre- commissioning and commissioning of the work tendered.
- 3.2.1.13 Idle time preservation of pipeline, if required.
- 3.2.1.14 All incidental and associated works and any other works not specifically listed therein but are required to be carried out to complete entire work related to pipelines and terminals.

3.2.2 Branch / service Pipeline

3.2.2.1 Familiarization of Pipeline Route

Bidders are advised to make site visits to familiarize themselves with all the salient features of available infrastructure along the proposed pipeline in concerned GA area (cities). Contractor shall be deemed to have considered all constraints and eventualities on account of site conditions while formulating his bid. Contractor shall not be eligible for any compensation in terms of cost and / or time, on account of site conditions varying to any extent from whatever described in the Bid Package.

- 3.2.2.2 The city condition field / other fields may have lots of PVC, PE & utility pipelines or other pipelines & cables being used for city utility / other utilities purposes. CONTRACTOR shall ensure that these lines shall not be damaged/ cut affecting the water / power / communication / other supply to concerned Users / Owners / Authorities. Wherever required temporary necessary precautions had to be maintained for uninterrupted supply.

- 3.2.2.3 Supply, loading, unloading, handling, stacking, storing and transportation to workshop/ work site of all materials that may be used for the construction of pipeline system at their designated stack yard/ dump site/ store and/ or by CONTRACTOR as the case may be.

- 3.2.2.4 Stacking, clearing, grading as required, trenching to all depths in all types of soil including soft & hard rock by chiseling or otherwise cutting etc. to a width to accommodate the PE pipeline as per relevant standards, drawings, specification etc. transportation of PE pipes along the route, stringing, aligning, bending, jointing including testing, inspection, field jointing including supply of all materials as per specifications, laying and lowering of the pipeline, back filling, Supply and installation of pipeline as shown in approved drawings and as directed by OWNER, installation of supports wherever required, supply of select backfill material as required, clean-up, flushing, pneumatic testing, nitrogen purging / pre-commissioning and commissioning of complete pipeline system, including all associated works as per relevant specifications, standards and approved drawings.

- 3.2.2.5 Sand / soft soil padding around pipe wherever required in areas where trenching has been done in hard soil area / rocky area including supply of sand/ soft soil. The thickness of sand/ soft soil padding at the top of pipe shall be minimum 150 mm and bottom of pipe shall be minimum 150 mm or as per drawing enclosed whichever is more.

3.2.2.6 Installation of all inline / online instruments / valves / fittings / transition fittings / appurtenances etc. as per requirements of approved drawings.

3.2.2.7 **Testing & Purging**

A) Testing

Pressure testing will be carried out with compressed air. Compressed air will be provided by Contractor for testing purposes and is to be included in the rates.

Measuring instruments shall have been calibrated and their accuracy and sensitivity confirmed. For testing of Network, calibrated pressure gauges of suitable range shall be supplied by the contractor. The pressure gauges shall be calibrated from time to time as desired by Engineer-in-Charge. All testing shall be witnessed and approved by the EIC or his delegated representative. Tie-in joints may be tested at working pressure following commissioning.

For service lines in some cases testing will be carried out for the test duration of 4hrs. The service testing in this case will be performed after the service installation is complete but before the service tee has been tapped. Also in some cases the tapping of the service tee will be delayed pending the completion and purging of the main pipelines.

B) Purging

Purging shall be carried out in accordance with the principles defined in the American Gas Association publication 'Purging Principles and Practice'.

Nitrogen required for purging will also be provided by the Contractor. Nitrogen shall be supplied in labeled, tested and certified cylinders, and completed with all necessary regulators, hoses and connections, which will be in good condition and working order.

In addition the Contractor shall submit and get approved a Purging Plan before commencing any purging work. The Plan shall include, but not be limited to, the provision of the following materials and equipment: Personal safety equipment, Fire extinguisher, Purging adaptor, Purge stack with flame trap and gas sampling point, Gas sampling equipment (may be gas leak detector), squash-off tool, Polyethylene connecting pipe work.

The Plan shall also include the purging process along with detail on the sequence of events. The process is to also specifically mention the need to lay a wet cloth over the PE main and in contact with the ground, to disperse static electricity during the purging work.

A purge stack with flame trap shall be used when purging services. Care shall be taken to ensure that the purge outlet is so located that vent gas cannot drift into buildings.

3.2.2.8 **Markers**

Installation of all types of markers including all associated civil works. Any other work not specifically mentioned above but required for making the entire pipeline system ready for operation.

3.2.2.9 **Priorities**

The Contractor shall start the execution work as per approved execution methodology / plan / procedure to complete the scope of work and shall deploy adequate manpower, machinery, tool & tackles etc. accordingly.

However, Owner may, at its sole option, assign priority of construction to any part/ segment of the work. Contractor shall comply with such priority of execution and their deployment without any time and cost implication to the Owner.

3.2.2.10 **Pre-commissioning and Commissioning Assistance**

- Pre-commissioning including supply of all materials, consumables and manpower of the complete pipeline system
- Making the entire system ready for commissioning and providing assistance during the complete duration of commissioning operations.
- Completion of all pipeline activities as detailed in SOR.

3.2.2.11 **Civil Works**

Civil works shall be carried out as per scope mentioned at SOR and as per Indian Standard norms.

- Any other work not specifically listed herein but required for the completion of the work.

4.0 **SCOPE OF SUPPLY**

4.1 **Owner's Scope of Supply (Free Issue Item)**

Owner's scope of supply includes all MDPE pipe, meters & Regulators only as required .

In addition to above, In order to speed up the project other Materials if available with owner shall be issued on replacement basis to the Contractor from the designated store(s) of HNGPL. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

PE pipe of various length which are not in scrap category as per SCC clause (Annexure-7, point no. 1.6), owner can issue such pipe length to contractor for laying & installation purpose.

4.2 **Material to be Supplied by Contractor**

The procurement and supply, in sequence and at the appropriate time, of all materials and consumables required for completion of the work as defined in this Bid document except the materials specifically listed above, shall be entirely the CONTRACTOR'S responsibility and item rates quoted for the execution of the CONTRACT shall be inclusive of supply of all

these materials. The material to be supplied by the Contractor shall be as per specification and preferred make as indicated in Appendix-I. or duly approved / recommended for use by HNGPL . The materials will be, but not by way of limitations, as follows:

All materials except what is under Owner's scope of supply as mentioned in Clause No. 4.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

Contractor has to supply valves, fittings, coupler, tee, end caps, HDPE Casing, reducer, TF fittings, warning mats , Saddle Tapping Tee GI fittings, Anaconda (flexible hoses), Steel reinforced rubber hose etc. as required to complete the scope of work. However any other additional / Supplementary materials required for successful execution of the project is to be supplied by the contractor.

Notes for contractor Supplied material:-

- i. All the supply items shall be procured from the Vendors / manufacturers listed in tender documents.
- ii. For any other item(s) for which the vendor list is not provided, bidders can supply those item(s) from vendors/ suppliers who have earlier supplied same item(s) for the intended services in earlier projects and the item(s) offered is in their regular manufacturing/ supply range. The bidder is required to submit documentary evidences (PO copies, Inspection Certificate etc.) before procurement / Placement of Order for approval to HNGPL.
- iii. For supply of other items, the contractor has to **submit Material Test Certificate** and other relevant documents from the approved / Listed manufacturer for review of HNGPL.
- iv. In case, Contractor proposes a vendor other than those as per the suggested vendor list, Contractor is required to submit documentary evidences such as PO copies, Inspection Certificate and any other information etc (such as reasons for proposing the change of vendor) before procurement / Placement of order for approval to HNGPL.
- v. HNGPL reserves the right to accept material on MTC basis from listed / approved vendors for procurement of supply items by the contractor

5.0 DOCUMENTS, SPECIFICATION, STANDARDS AND DRAWINGS

5.1 Owner shall furnish tender purpose drawings as listed in content of Volume-II of II of the tender document and other typical standard drawings attached with respective technical specifications enclosed with Volume-II of II of the tender document. Contractor shall prepare detail engineering drawing, bill of materials and all construction drawings and submit to owner for approval prior to start of the job /any procurement.

5.2 Contractor shall prepare isometric drawings, any specific detail drawings (if required by Engineer-in-charge) & bill of materials and submit the same for Owner/ Consultant's approval / record.

Contractor shall prepare drawing for utilities line as required or as per SOR and submit the same for Owner/ Consultant's approval/ record.

5.3 No construction small or big shall be carried out without proper construction / standard drawings duly approved by Owner's Engineers at Delhi or site office or Owner's representative duly authorized to do so.

5.4 After Completion of construction & commissioning of pipeline system, Contractor shall

incorporate all the correction in drawings, prepare and issue the drawings "asbuilt drawings" as listed below to Owner as final submission of drawings. For pipeline alignment sheet, all block valves location & details, pipe book etc. and for tap-off point & consumers premises, piping GAD, Isometric and all civil drawings including hook-up arrangement with Meter Regulator. For final submission only 4 sets of documents shall be handed over by Contractor. Any construction done by Contractor without duly approved drawings shall be wholly at his risk and cost. Contractor shall also submit soft copy of pipe book in excel along with hard copy. Softcopy of all as-built drawings shall be also submitted in AutoCAD.

5.5 Specifications

The work shall be carried out by CONTRACTOR strictly in accordance with the following specifications enclosed in Volume-II o II of this document :-

- 1) Laying of Underground PE Pipeline
- 2) Installation of Aboveground GI Piping for Domestic Consumers
- 3) PE Pipes
- 4) GI Pipe
- 5) GI Fittings
- 6) HDPE Pipes
- 7) Warning mats
- 8) MDPE Fittings and Electro-fusion
- 9) Brass Fitting
- 10) Flexible Hose (anaconda)
- 11) Isolation valve & Appliance Valve
- 12) Health safety and environment
- 13) Quality Assurance
- 14) Steel reinforced rubber hose

5.6 Drawings

The drawings to the extent available are included in Vol.-II of the bid package for BIDDER's reference purpose only; Bidders are advised to go through these drawings and also visit the site before submitting their bids. The Contractor shall develop all drawings including for all crossings, alongwith the all connection drawingsrequired for construction works as detailed in respective SCC, PJS & SOR etc.

6.0 RESOURCES FACILITIES

6.1 Recruitment of Personnel by Contractor

The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at the sites but shall make maximum use of local labour available.

6.2 Construction Water and Power Supply

No water and power will be provided by the owner. It should be the responsibilities of the contractor to arrange water and power at his own cost.

6.3 Land for Residential Accommodation

Owner shall not provide any land for residential accommodation of contractors staff and labour.

7.0 PROJECT SCHEDULING & MONITORING

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

7.1 Along with Bid

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per SCC Annexure- 3. of **Tender in all respect, from the date of issue of telex/telegram/letter/Fax of Intent.**

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

7.2 After the Award of Contract

a) Overall Project Schedule

The Contractor shall submit within 1 week of Fax of Intent, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

b) Progress Measurement Methodology

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

c) Functional Schedules

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

7.3 Project Review Meetings

The Contractor shall present the programme and status at various review meetings as required.

a) Weekly Review Meeting

Level of : Contractor's/Participation
Site In charge & Job Engineers.

Agenda : a) Weekly programme v/s actual
achieved in the past week
&programme for next week.

b) Remedial Actions and hold up
analysis.

c) Client query/ approval.

Venue : HNGPL Office

b) Monthly Review Meeting

Level of Participation : Senior Officers of HNGPL /and contractors.

Agenda : a) Progress Status/ Statistics

b) Completion Outlook

c) Major hold ups/slippages

d) Assistance required

e) Critical issues

f) Client query / approval

Venue : HNGPL office

7.4 Progress Reporting Performa

A) Monthly Progress Report

This report shall be submitted on a monthly basis within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following :

a) Brief Introduction of the work.

b) Activities executed / achievements during the month.

c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing / Delivery, Sub- contracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against schedule.

d) Area of concern/ problem/ hold-ups, impacts and action plans.

e) Resources deployment status.

f) Annexures giving status summary for drawings, MRs, deliveries, sub-contracting and construction.

g) Procurement status for items to be supplied by Contractor.

B) Weekly Reports

The report will be prepared and submitted by the Contractor on weekly basis and will cover following items :

- a) Activities programmed and completed during the week.
- b) Resource deployed men and machines.
- c) Quantities achieved against target in construction
- d) Record of Man days lost.
- e) Construction percentage progress schedule and actual.

C) Daily Repots

- a) Activity programme for the day
- b) Progress of the previous day and commutative progress.
- c) Manpower & machinery deployed.

7.5 Progress Reports

7.5.1 CONTRACTOR shall make every effort to keep the OWNER adequately informed asto the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carriedout in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phasesof WORK.

7.5.2 By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.

7.5.3 Once a week, CONTRACTOR shall submit a summary of the WORK accomplishedduring the preceding week in form of percentage completion of the various phases ofthe WORK, to the OWNER.

7.5.4 Progress reports shall be supplied by CONTRACTOR with documents such as chart,networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least3 (three) copies.

7.5.5 Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge alongwith schedule of next day to Engineer-in- charge.

8.0 CONSTRUCTION

OWNER reserves the right to inspect all phases of CONTRACTOR's operations toensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectorsof other duly authorized representatives, made known to the CONTRCTOR presentduring progress of the WORK and such representatives shall have free access to theWORK at all times. The presence or absence of a OWNER's representative does not relieve the CONTRACTOR of the responsibility for quality control in all phases ofthe WORK. In the event that any of the WORK being done by the CONTRACTORor any SUB-CONTRACTOR is found by OWNER's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the CONTRACTOR shall, upon verbal notice of such, revise thework in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

8.1 Rules & Regulations

CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

8.2 Procedures

Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

8.3 Field Inspection

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.

8.4 Erection and Installation

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorized representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR's authorized representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

8.5 Construction Aids, Equipment, Tools & Tackles

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

Tie-end between main line and starting point of terminal is included in the scope of contract, as and when main line section is available for Tie-ins.

9.0 DOCUMENTATION

9.1 "As Built" Drawings

The Contractor will be required to submit computerized as-built drawings duly certified by EIC in A1 / A2 sheet form at 1:200 scale with four sets of prints plus softcopy. The as-built

drawing shall be submitted on area wise as specified. The bill of materials used for the particular area shall be specified on the drawings

9.2 Completion Document – PE & GI

The following documents shall be submitted in hard binder by the BIDDER in FOUR sets, as a part of completion documents :-

- a) Copies of the Inspection reports, Laying Graphs, HDD Profiles (if required) and valve pit drawings (if required).
- b) Pre testing, final Hydrostatic / pneumatic and other Test results and reports.
- c) Consumption statements of PE / GI certified by Owner's Site Engineer.
- d) Material Reconciliation, stores issue & return statements
- e) All other requirements as specified in the respective specifications.
- f) Completion Certificate issued by Owner's Site Engineer.
- g) No claim certificate by the BIDDER.
- h) Completion certificate for embedded and covered up works wherever applicable.
- i) Recovery statement, if any.
- j) Deviation statement.
- k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- l) Copies of deviation statement and order of extension of time, if granted.
- m) Any other contractual documents required on completion.
- n) Total list of houses in the area allotted to him giving details of connections provided & reasons where connection could not be given / completed.
- o) The details recorded in measurement cards of every domestic house.
- p) Details of houses where extra piping done along with materials used.
- q) Total material consumption report.
- r) Material reconciliation with respect to the materials issued.
- s) Test reports & test certificates of gauges etc.
- t) Any other documents / records required.

10.0 LEVEL / SETTING OUT WORK

- 10.1 Before the WORK or any part thereof are begun, the CONTRACTOR's agent and the Engineer-in-Charge's representative shall together survey and take levels of the SITE and decide all particulars on which the survey is to be made, and on which measurements of the WORK are to be based. Such particulars shall be plotted by the CONTRACTOR and after agreement the drawings shall be signed by the Engineer-in-Charge.
- 10.2 The CONTRACTOR shall be entirely responsible for the horizontal and vertical alignment, the level and correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the CONTRACTOR at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.
- 10.3 The Engineer-in-Charge shall furnish the relevant existing grid point with Bench Mark on the land. It shall be CONTRACTOR's responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall have to employ efficient survey team for this purpose and the accuracy of such setting out work shall be CONTRACTOR's responsibility.
- 10.4 The CONTRACTOR shall give the Engineer-in-Charge not less than 24 (twenty four) hours notice in writing of his intention to set out or give levels for any part of the WORK so that

arrangements may be made checking the same.

- 10.5 WORK shall be suspended for such times as necessary for checking lines and levelson any part of the WORK.
- 10.6 The CONTRACTOR shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out of WORKS.
- 10.7 Before commencement of any activity, contractor's quality control set up duly approved by company must be available at site.

11.0 ORDER OF WORKS / PERMISSIONS / RIGHT OF ENTRY / CARE OF EXISTING SERVICES.

- 11.1 The order in which the WORK shall be carried out shall be subject to the approval ofthe Engineer-in-charge and shall be so as to suit the detailed method of constructionadopted by the CONTRACTOR, as well as the agreed joint programme. The WORKshall be carried out in a manner so as to enable the other contractors, if any, to workconcurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR shall plan and execute work accordingly.

11.2 Existing Service

- 11.2.1 Drains, pipes, cables, overhead wires and similar services encountered in course ofthe works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Ownersthereof, or otherwise occupy any part of the SITE in a manner likely to hinder the operation of such services.

- 11.2.2 Should any damage be done by the CONTRACTOR to any mains, pipes, cables orlines (whether above or below ground etc.), whether or not shown on the drawings the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge.

12.0 MAKE OF MATERIAL / BOUGHT OUT ITEMS

Approved vendors for various major items are enclosed as Appendix-I to ParticularJob Specification with this tender document. The bidder shall consider such namesonly as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. For any other item not covered in the list enclosed withthis tender document, prior approval shall be obtained by the contractor for its make/supplier's name.

13.0 INSPECTION OF SUPPLY ITEMS

All inspections and tests shall be made as required by the specifications forming partof this contract. Contractor shall advise Owner/ Consultant in writing at least 10 daysin advance of the date of final inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptanceat the discretion of Owner/ Consultant. All costs towards testing etc. shall be borneby the contractor within their quoted rates. All inspection of various items shall be carried out based on Quality

Assurance Plan, which will be submitted by the Contractor and duly approved by Owner/ Consultant.

14.0 ESCALATION

The Unit Rates quoted shall be kept firm till completion of work, and no price Escalation shall be paid.

15.0 VIOD

16.0 INSURANCE FOR FREE ISSUE MATERIAL

Insurance for Free Issue Material

Contractor shall at his own expense arrange, secure and maintain insurance cover for Owner's supplied free issue materials as defined in Tender Document of adequate value as intimated by owner / consultant. Contractor's quoted price shall be inclusive of all cost on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be HNGPL. The approximate cost of free issue material is Rs. (Contract Value plus GST + Rs. 20 lakh)

The contractor may take the insurance as per the following schedule:

- a) Upto 3 months : 30%
- b) Upto 6 months: 60%
- c) Beyond 9 months: 100%

16.2. Insurances in India

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

16.2.2 Any loss or damage to the equipment during inland transportation, storage, erection and commissioning 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 shall be submitted to the owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc., as may be necessary well in time.

16.2.3 The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.

16.2.4

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

17.0

SPECIAL POINTS PERTAINING TO SPECIFICATION :-

The technical specification & safety standards as prescribed in PNGRB is to be followed further

The minimum pipeline cover shall be kept as follows:

Pipeline Burial Requirement

The entire pipeline shall be buried and provided with a minimum cover as given in Table below:

Pipeline Burial Requirements	
Location	Min. Cover (m)
a) minor water crossing (below firm bed level)	1.5
b) Cased/ Uncased Road/ cart track crossings	1.2
c) Drainage, ditches at roads crossings	1.0
d) Residential and other locations including rocky areas	1.0

Note:

- i) The depth of cover shall be measured from the top of the pipe to the top of the undisturbed surface of soil or the top of graded working strip, whichever is lower. The fill material in the working strip shall not be considered in the depth of cover.
- ii) The cover shall be measured from the top of road or top of rail, as the case may be;
- iii) For water courses that are prone to scour and erosion, adequate safe cover as mentioned above or as advised by concerned authorities (whichever is stringent) shall be provided below the predicted scour profile expected during the life time of the pipeline.
- iv) When scour level is not known, an additional cover of at least 1 m or as advised by concerned authorities shall be provided from the existing firm bed of the river / water course except in case of rocky river bed;
- v) Minimum cover mentioned above against Sl. no. a), b), c), d) & e) category may be increased based on the statutory requirements from concerned authorities and authorities requirement shall be final and binding to the contractor.
- vi) Soft soil / sand padding of minimum 150 mm thickness or as mentioned in standard drawing (whichever is stringent) to be provided around the pipeline where gravel / hard soil or rocky area if encountered.

- Piping at consumer ends, connection at existing tap-off location and for future

connections alongwith bill of materials.

Contractor shall develop General Arrangement Drawings (GADs) good for construction for size 32 / 20mm and locations based on typical sketches/ drawings alongwith bill of materials and submit to Owner for reviews/approval. Construction work shall be carried out based on construction drawings duly approved by Owner/ Consultant.

- The detailed engineering for above ground installation shall include detail engineering pertaining to all disciplines (if required) alongwith bill of materials.
- All the documents/ drawings prepared by the Contractor shall be submitted to Owner/ Engineer-in-charge for review and approval. All works shall be executed based on the approved drawings/ documents only.
- Contractor shall obtain all clearance from Government authorities (if required). However bank guarantee/ required fee or charges shall be submitted by Owner.

17a. If any ambiguity arises between SCC (Tech.) & Particular Job Specification in that case later shall govern. However in some cases, decision of Engineer-in-charge shall be final and binding to the contractor.

17b Following points shall be taken care by the contractor before during execution works.

- i) Contractor shall be responsible for taking necessary precautions regarding traffic (installation of notice / warning boards).
- ii) Contractor shall be totally responsible for the occurrence of any accident during excavation of road and shall be liable for damages / expenses due to the same.
- iii) Concerned authority / Owner shall not be responsible for any loss / damage.
- iv) One copy of the permission shall be made available with contractor's responsible workman (if required) at the place where excavation is undertaken.
- v) While executing the subject work, excavation shall be done in consultation with the concerned authority engineer of that area.
- vi) Necessary safety measures shall be taken for the gas pipeline, since high tension lines and other services carriers are running alongwith in gas pipeline route in the area.

18.0 SPECIAL NOTES PERTAINING TO SCHEDULE OF RATES (SOR)

- i) All SOR item shall be quoted by the bidder in the price part of the bid, other-wise bid will

be rejected.

- ii) The quantities given above against individual items are indicative and shall not be considered to be binding. The quantities may be increased, decreased or deleted at site at the time of actual execution and as per discretion of Owner/ Engineer-in- charge. The unit rate shall be operated to work out the final payment due to Contractor.
- iii) The payment will be made as per actual certified measurement at site.
- iv) The scope as mentioned in the SOR is of indicative nature only and shall include all activities as detailed in the relevant clauses of the respective Particular Job Specifications, Technical Specifications, Data Sheets & drawings, etc.
- v) Installation of PE Pipes of size 32 / 20 mm is to be laid underground considering for domestic consumers as required in respective city.
- vi) Restoration works of pipeline trench made by open cut method are included in Contractor's scope as indicate in SOR. Owner's / Engineer-in-Charge's decision inthis regard shall be final and binding to the contractor.

LIST OF APPROVED SUPPLIER FOR BOUGHT OUT ITEMS**PE FITTINGS & PE VALVES**

- 1) M/s George Fisher
- 2) M/s Kimplas, Nasik (PE Fittings only)

HDPE PIPES & DUCT

- 1) M/s Climax Synthetics (P) Ltd., Vadodra
- 2) M/s Indian Poly Pipes, Calcutta
- 3) M/s Jain Irrigation Systems Ltd., Jalgaon
- 4) M/s Kirti Industries (India) Ltd., Indore
- 5) M/s Ori Plast Limited, Calcutta
- 6) M/s Phoel Industries Limited, Delhi
- 7) M/s Sangir Plastics (P) Ltd., Mumbai
- 8) M/s Veekay Plast, Jaipur
- 9) M/s Kisan Irrigation
- 10) M/s Dutron Polymers Ltd.
- 11) M/s Manikya Plastichem (P) Ltd
- 12) M/s Mangalam pipes pvt. Ltd., Bengaluru
- 13) M/s Shand pipe industry pvt. Ltd., Bengaluru
- 14) M/s Varun pipes pvt. Ltd., Bengaluru
- 15) M/s EPP Composite pvt. Ltd., Rajkot
- 16) M/s DM Engineering co. , mumbai

GI PIPE

1. M/s Goodluck steel tubes ltd, Ghaziabad
2. M/s Indus tubes ltd , New Delhi
3. M/s Jindal pipes ltd , New Delhi
4. M/s Jyotindra steel & tubes ltd, Firozabad
5. M/s Rama Steel tubes ltd, New Delhi
6. M/s Surya Roshni ltd, Bhadurgarh
7. M/s Vishal Pipes Ltd.
8. M/s Advance Steel Ltd.
9. M/s Swastik Pipe Ltd.
10. M/s Fortune pipe ltd.
11. M/s Indian seamless metal tubes ltd., Pune
12. M/s Appolo tubes, Bengaluru
13. M/s Nezone tubes ltd., Kolkata
14. M/s Topworth pipes & tubes pvt. Ltd., Navi mumbai

WARNING TAPE

1. M/s Sparco Multiplast Pvt. Ltd., Ahmedabad
2. M/s Singhal Industries , Ahemdabad
3. M/s Raychem RPG ltd.
4. M/s Pooja packings, Mumbai
5. M/s Bina enterprises, Mumbai
6. M/s Shree Vijay wire & cables industries, jaipur

GI FITTINGS

- 1 M/s Jainsons Industries,jalandhar
- 2 M/s Jupiter Metal Industries Ltd.
- 3 M/s RAJNESH Malleables ltd.,Delhi
- 4 M/s Industrial Valves &Components,Delhi
- 5 M/s Sarin industries, Delhi
- 6 M/s Mehta Brother & Co., Mumbai-(Make: M/s Jinan Meide Casting Co.Ltd., Japan) confirming to IS 1879:2010 latest standard

BRASS FIITING

1. M/s Chandan Enterprises
2. M/s Paras Industries Ltd.
3. M/s Umesh Enterprises
4. M/s Om brass enterprises
5. M/s KPC flexi tubes
6. M/s Mehta bros, Mumbai

FLEXIBLE HOSE (anaconda)

1. M/s KPC Flex Tubes
2. M/s Vestas Hose Division
3. M/s Alfa Flexi Tubes
4. M/s Bengal industries pvt. Ltd.
5. M/s Vikram & co.
6. M/s Gaytri industrial corporation, Thane (w)
7. M/s Chandan ENterprises

STEEL REINFORCED RUBBER HOSE

- a) M/s Suraksha products pvt. Ltd.
- b) M/s Vansh industries
- c) M/s T &L Gases
- d) M/s Vikram & co.
- e) M/s Gayatri
- f) M/s Luxmi Rubtech

Isolation Valves and Appliance Valve.

1. M/s Universal srl
2. M/s Tiemme Raccorderie Sede
3. M/s Jainson Industries
4. M/s Enolgas Bonimu s.a.s.
5. M/s Fratelli Fortis s.r.l
6. M/s Giacomo Climbrio
7. M/s Parker Hannifin S.P.A.
8. M/s Singapore Valve & Amp; Fittings Pte Limited, Singapore
9. M/S Rubinetterie Utensilerie Bonomi (RUB)
10. M/s Mehta Brothers, Mumbai.

11. M/s Chokawala distributors.

PAINT

1. M/s Asian Paints
2. M/s Berger Paints
3. M/s Kansai Nerolac Paints

I. List of approved supplier for bought out items for “PE Pipeline laying “ works

A) PE FITTINGS

- 1) M/s George Fisher
- 2) M/s Kimplas Piping Systems Ltd., Nashik

B) ISOLATION (PE) VALVES

- 1) M/s Friatech AG, Germany
- 2) M/s George Fisher, Germany
- 3) M/s Plasson Ltd., Israel
- 4) M/s Agru, Austria
- 5) M/s Aliaxis Utilities & Industry Pvt. Ltd (Formerly Glynwed pipesystems)

C) HDPE PIPES & DUCT

- 1) M/s Mangalam Pipes Pvt. Ltd., Bengaluru
- 2) M/s Shand pipe Industry Pvt. Ltd., Bengaluru
- 3) M/s Varuna pipes Pvt. Ltd., Bengaluru
- 4) M/s Manikya Plasticochem (P) Ltd., Mysore
- 5) M/s Jain Irrigation systems Ltd. Jalgaon
- 6) Godavari Polymers Pvt. Ltd. Secunderabad.

Note:

- 1) For procuring the above listed bought out item(s) from the vendor/supplier, whose name is not appearing in the above preferred makelist, bidders can supply those item(s) from such vendors/suppliers who have earlier supplied same item(s) for the intended services and the offered item(s) is in their regular manufacturing/ supply range and the same may be accepted subject to following:-
 - a) The Vendor/ Supplier of bought out item(s) is a Manufacturer/ Supplier of the said item(s) for intended services and the same are in their regular manufacturing/supply range.
 - b) The vendor/supplier should not be in the Holiday list of Client/ BPCL/ GAIL GAS/ Other PSU.
 - c) For items to be purchased with measurement unit either in length or in weight:- Should

have supplied for intended services at least 15% of SOR quantity of same size, thickness, schedule, pressure & temperature ratings, SDR, etc. or higher (as applicable) as per technical details should have been supplied within last seven (07) year from the date of approval request made by the contractor.

- d) For items to be purchased with measurement unit in number:- Should have supplied for intended services at least 15% of SOR quantity of same size, thickness, schedule, pressure & temperature ratings, SDR, etc. or higher (as applicable) as per technical details mentioned in SOR & Tender specification and the same should have been supplied within last seven (07) year from the date of approval request made by the contractor.
- 2) For procuring any other item(s) {i.e. not listed above} for which the vendor/ supplier name is not appearing in above preferred make list, bidders can supply those item(s) from such vendors/suppliers who have earlier supplied same item(s) for the intended services and the offered item(s) is in their regular manufacturing/ supply range and the same may be accepted subject to following:-
 - a) The Vendor/ Supplier of bought out item(s) is a Manufacturer/ Supplier of said item(s) for intended services and the same are in their regular manufacturing/supply range.
 - b) The vendor/supplier should not be in the Holiday list of Client/ BPCL/ GAIL GAS/ Other PSU.
 - c) For items to be purchased with measurement unit either in length or in weight:- Should have supplied for intended services at least 15% of SOR quantity of same size, thickness, schedule, pressure & temperature ratings, SDR, etc. or higher (as applicable) as per technical details mentioned in SOR & Tender specification and the same should have been supplied within last seven (07) year from the date of approval request made by the contractor.
 - d) For items to be purchased with measurement unit in number:- Should have supplied for intended services at least One (01) number of same size, thickness, schedule, pressure & temperature ratings, SDR, etc. or higher (as applicable) as per technical details mentioned in SOR & Tender specification and the same should have been supplied within last seven (07) year from the date of approval request made by the contractor.

Remarks for Note 1 & 2:

To meet the criterion mentioned above, the successful bidder/ contractor is required to submit documentary evidences such as copy of FOA/ Purchase Order (PO)/ sub-purchase order and their supply record like Inspection certificates/report, Inspection release note, Tax paid invoice, performance certificates (if available), etc. from which it can be established that vendor have executed supplied the order.

- i. These documents shall require to be submitted by them within 30 days from date of Placement of Order for approval to CLIENT / HNGPL.
- ii. The details of vendors indicated in this list are based on the information available with HNGPL, Contractor shall verify the capabilities of each vendor for producing the required quantity and the items are in their regular manufacturing range. HNGPL does

not take any guarantee / responsibility on the performance of the vendor. It is the contractor's responsibility to verify the correct status of vendor and their quality control before proposing to CLIENT / HNGPL for approval of vendor name. It is also the responsibility of contractor to expedite the material in time.

- iii. For those vendors name are not appearing in the above listed itemsbut registered with HNGPL can also be considered for the supply of the items. Contractor has to propose such vendors name along with their valid registration letter issued by HNGPL or further approval of EIC.

Section 4: Scope of Work

[Attached Separately on website under

Tender Ref. No.: HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01]

LAYOUT & DRAWINGS FOR CONNECTIONS
REFER TENDER NO.- HNGPL/HARIDWAR/LMC WORK/NEW
CONNECTIONS/23-24/01

VISIT ON WEBSITE (<http://www.hngpl.in/>) FOR LAYOUT & DRAWINGS

Section 5: Schedule of Rates

[Excel File Attached Separately on website (<http://www.hngpl.in/>) under Tender Ref. No.: HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01]

SUMMARY OF SCHEDULE OF RATES (UNPRICED BID)

Tender No.: HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Tender Name: Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA

Bidder's Name:

.....

Sr. No.	Description	Total Estimated Cost (inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST) in Rupees	Quoted Variation		
			"INCREASE" OR "DECREASE" (Refer sl. no. 2 below)	Percentage In Figures	Percentage In Words
1	2	3	4 (a)	4 (b)	4 (c)
1	Last Mile Connectivity (LMC) Work for New Connections of Domestic and Industrial & Commercial in Haridwar GA	1,48,56,775	To be filled by bidder	To be Quoted by bidder	To be Quoted by bidder
2	Note: Bidder's total price to be arrived by applying quoted %age increase/ decrease on total estimated cost given at col. No. 3 above.				
3	Applicable GST (CGST&SGST/UTGST or IGST) rate on Total price (in %) - Refer Note 1 below.				18%
4	Service Accounting Codes (SAC) as per GST - Refer Note 2 below.				995464
Notes:					
1	Rate of GST indicated against sl. no. 3 above is the rate in general applicable on similar nature of work. Bidder must ascertain applicability of tax and it's percentage while submitting the bid. Any errors of interpretation of applicability of taxes/ duties by Bidders shall be to their account.				
2	Service Accounting Codes (SAC) indicated against sl. no. 4 above is the in general applicable for similar nature of work. Bidder must ascertain correctness of the same while submitting the bid. Any errors of the same by Bidders shall be to their account.				
3	Bidders are advised to quote up to two decimal places. In case of discrepancy between percentage in figures & words, percentage in words will prevail.				
4	Under Column '4a', the bidder has to indicate clearly either "INCREASE" or "DECREASE" as applicable. In case the column is left blank, it will be considered as "DECREASE" in terms of percentage.				
5	GST on Free Issue Materials, if applicable, shall be reimbursed at actual.				

Sign & Stamp of Bidder

**DETAILED SCHEDULE OF RATES FOR
LAST MILE CONNECTIVITY (LMC) WORK FOR NEW CONNECTIONS OF DOMESTIC AND INDUSTRIAL & COMMERCIAL IN HARIDWAR GA
Tender No.: HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01**

Item No.	Activity	Unit	Qty.	Unit Rate (inclusive of all taxes and duties except GST) in Rs.	Total Amount (inclusive of all taxes and duties except GST) in Rs.
1.0	PE PIPELINE				
1.1	Pipe Laying in any unprepared surface (Katcha surface)/ Normal Surface/Hard surface using open cut methodology or Manual Moling Technique (without casing)				
	Loading, storing, unloading and laying of PE100 SDR11 line pipes of size 20 mm/32 mm dia including ,proper stacking, identification,and supply of accessories of all sizes & thickness like PE Bends, Couplers, Endcaps, Tee, Reducer, Warning Mat, GI sleeves etc.. Handling, Stringing/ uncoiling,aligning of the PE line pipe on the pipeline Right-of-Use/route , laying/ installation of PE line pipe alongwith required accessories as mentioned above as per specification wherever required depending on site condition including execution of all works; Storage of all materials in contractor's designated store,fabrication, access to construction;procurement and supply of all materials , consumables,equipments, labour and other inputs. PE 20 mm/32 mm dia pipes would be free issue, the scope also includes, receiving and loading from HNGPL designated store, transportation, unloading and stacking of free issue items at Contractor's store				
	Carrying out all temporary, ancillary, auxiliary works required to make the PE pipeline ready for commissioning as per drawings.				
	Specifications, scope of work indicated in PJS and other provisions of Contract document and instructions of Engineer-in-charge, including but not limited to carrying out the following works:				
	Carrying out preliminary activities such as preperation of drawings wherever required for crossing etc.				
	Preparation and getting approval of schedules, execution procedures, drawings/ sketches/ wherever required, making trial pits to determine the underground utilities/ services etc., restoration of the abandoned trial pits to original condition.				
	Barricading the work area as per local authorities norms & to the satisfaction of Owner/ Eengineer -in- charge., installation of safety signs.				

For Laying using Open Trench

Laying using open trench without casing includes survey of under ground utilities (through trial pits), execution of work as per specification including Trenching ,to all depths by excavation of open trench in all types of soils including soft/ rocky strata and different type of pavement / footpath / roads etc. including rock breaking, chiselling or otherwise cutting etc. as required and storing excavated soil, reusable materials at designated area as directed by Engineer in charge and to a width to accommodate the pipeline as per the relevant standard/ specification etc. [The minimum depth of the top of pipeline shall be 1.0m measured from top of pipeline to the top of undisturbed surface of the soil or as per Specification/ OISD - 226 & PNGRB latest guidelines whichever is higher]. Dewater of trenches if required as per site condition.repairing of all damaged utilities if any, and payment of any compensation (if claimed by owner/other utility agencies)
Installation / lowering the pipeline in trench to required depth as per PJS, Technical Specification & drawings, supply & placement of 1.0mm thk. HDPE warning mat over the pipeline along the complete route as per standard drawings, data sheets & technical specifications, soft soil padding around pipeline including supply of suitable padding material duly approved by EIC , backfilling to its original condition with excavated earth / borrowed select soil duly approved by EIC & its compaction & crowning. At certain specific area of ROU, backfilled trench shall be be made ready for restoration. The restoration of trench shall be made motorable wherever pipeline is laid, payments towards restoration shall be paid as per separate SOR item mentioned elsewhere in the SOR . However, all tiles/slabs/curb stones etc removed during excavation shall be placed properly and no seperate payment shall be admissible against this activity. Roads, pavements, footpaths etc. to be made motorable wherever pipeline is laid.

For Laying Using Moling Method

Laying using moling method without casing includes survey of under ground utilities , execution of work as per specification including excavation of pits in all types of soils strata and different type of pavement / footpath / roads etc. storing of excavated reusable materials at designated area as directed by Engineer in charge and moling to a width to accommodate the pipeline as per the relevant standard/ specification etc., with the hole size not exceeding 20% of the pipe dia including excavation of pits [The minimum depth of the top of pipeline shall be 1.0m measured from top of pipeline to the top of undisturbed surface of the soil or as per Specification/ OISD - 226 & PNGRB latest guidelines whichever is is higher]. Dewater of pits if required as per site condition.repairing of all damaged utilities if any, and payment of any compensation (if claimed by owner/other utility agencies)
Installation / lowering the pipeline in bore to required depth as per PJS, Technical Specification & drawings, supply & placement of 1.0mm thk. HDPE warning mat over pit as per standard drawings, data sheets & technical specifications, padding around pipeline including supply of suitable padding material duly approved by EIC , backfilling to its original condition with excavated earth / borrowed select soil duly approved by EIC & its compaction & crowning. At certain specific area of ROU, backfilled pits shall be be made ready for restoration.Payment for making ready for restoration of pits on any type of surface shall is inclusive in this SOR . However, all tiles/slabs/curb stones etc removed during excavation shall be placed properly and no seperate payment shall be admissible against this activity. Roads, pavements, footpaths etc. to be made motorable wherever pipeline is laid.

	Uncoiling/ stringing & aligning of PE pipes, clamping, jointing of the pipe ends/ fittings/ valves by qualified personnel using approved electro-fusion techniques as per specification.				
	The scope of work against this item also includes Electro-fusion jointing of valves wherever required, and as directed by Engineer-in-charge including supply and installation of tapping saddles from various sizes of existing PE pipeline network.				
	Pneumatic testing, purging with nitrogen and commissioning as per specification and approved procedures providing all tools and tackles, nitrogen, instruments, manpower and other related accessories and as per the instructions of the Engineer-in-charge.				
	The scope of work against laying of 20 mm pipe also includes works like making of PCC pedestal of grade (1:2:4) and size (8"X6"X4"), supply and installation of GI Sleeve, filling of sand and installation of TF.				
	Final clean-up of right-of-use or area disturbed by contractor during their construction activities for laying of pipeline works and disposal of debris and surplus material to designated disposal areas and backfilling of trench / pit and compaction of the same as per satisfaction of Owner and / or as directed by Engineer-in-charge.				
	Maintaining the completed pipelines and installation for any defect or failures during defect liability period (i.e. 12 months from date of completion of work) .				
	Handing over the completed works to HNGPL for their operation/ use, reconciliation of material area wise and obtaining "no objection certificate" from EIC				
	Preparation and submission of Daily progress report, Laying Graphs/ PE cards on daily basis.				
	On completion of gas charging of pipelines. Preparation and submission of As-built drawings, crossings details, termination, utility graphs and deviation statements.				
	Submission of all documents required for contract closure in numbers as mentioned in contract.				
	Any other activities not mentioned/ covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified schedule at no extra cost to HNGPL All the work shall be executed in accordance with the provision of contract.				
a)	Laying of 20 mm PE 100 pipe upto 4m including testing & commissioning	Nos.	1100	2432.00	2675200
b)	Laying of Service line 20 mm dia. beyond 4 mtrs (Length upto 4 meter shall be claimed in 1.1-a and additional quantity over 4 meter shall be claimed in 1.1-b).	Meters	400	363.00	145200
c)	Laying of 32 mm PE 100 pipe upto Testing	Meters	1000	364.00	364000
d)	Purging with nitrogen and commissioning of 32 mm PE 100 pipe	Meters	1000	31.00	31000
	Note:				
i)	The lengths of pipelines are tentative.				

ii)	For restoration of asphalt / concrete roads, the item for construction of asphalt top / concrete top / red stone / paver shall be paid separately as per the rates Quoted for the same elsewhere				
iii)	The measurement will be made from tapping saddle on existing PE pipe of various sizes of existing network to Transition Fitting (PE to GI). The tapping saddle, Transition Fittings and other fittings shall be included in the measurement.				
iv)	No separate Payment shall be given for restoration of pits.				
v)	The 32mm& 20mm PE pipe shall be provided as free issue.				
vi)	Supply of Transition fittings (PE to GI) & Tapping Saddle shall be paid separately as per rates quoted for the same elsewhere .				
1.2	Restoration				
	Restoration of the roads, pavements, channels, footpaths, tiles, stones etc. to original condition including supply of the approved quality material requierd, as per local authorities norms, obtaining NOC from land owners/ third party inspection agencies/Consultant designated by HNGPL and to the satisfaction of Engineer-in-charge.				
a)	Asphalting	Meters	100	392.00	39200
b)	Cement Concrete (1:2:4 -layer 40 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12 mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This included cost of cement slurry and curing for 14 days. Also Base of 20-40 Mm stone of mm nominal size	Sq,M	1100	680.00	748000
c)	Tiles/ Paver/ Blocks/ Curb Stones,Red sand stone	Meters	150	400.00	60000
d)	Brick Soling/ Stone Soling,/ Red stone etc.	Meters	100	287.00	28700
1.3	Pipe laying using manual moling technique (with casing) for PE pipe sizes of :				
	Laying of all PE pipe (PE 100 SDR11) ,Including supply of HDPE casing pipe, Couplers, End caps etc. (As per Particular job specification.)				
	Survey of under ground utilities, execution of the work as per specification, including excavation of pits moling with the hole size not exceeding 20% of the pipe dia, jointing and insertion of carrier pipe with casing, testing & commissioning and restoration of the pits to original condition, submission of As-Built Graph as per specifications and the instruction of Engineer-in-charge.				
a)	20 mm / 32 mm PE 100 pipe (in 75 mm dia. HDPE Casing Pipe)	Meters	100	704.00	70400

b)	Purging with nitrogen and commissioning of 20 mm / 32 mm PE 100 pipe (in 75 mm dia. HDPE Casing Pipe)	Meters	100	51.00	5100
1.4	Supply of GI/ Concrete Sleeves (wherever required as a Special Case as per instructions of the Engineer-in-charge)				
	Supply, installation of sleeve, insertion of pipe, sealing the annuals, firm fixing of Sleeves with concrete mix. Breaking through any obstructions and their subsequent restoration, as per specifications and instructions of the Engineer-in-charge.				
a)	GI Sleeves /Concrete Sleeves				
i)	2 1/2" NB, 1' Length	Nos.	50	260.00	13000
ii)	4" NB, 1' Length	Nos.	50	454.00	22700
	The decision regarding use of type of sleeves to be used at various locations shall be made by Engineer In -Charge/Owner				
1.5	Fabrication & Installation of Markers				
iii)	Warning Plate Markers				
	Supply, fabrication and installation of plate markers, including application of approved color and quality of primer and paint, stencil letter cutting of lettering, numbers, direction, etc. as per the attached drawings to be installed near regulator.	Nos.	1100	554.00	609400
1.6	Supply of Transition fittings & Tapping saddle.				
i)	Transition fittings PE Pipe 20mm x GI Pipe 1/2" (PE 100 SDR11)	Nos.	1100	225.00	247500
ii)	Tapping Saddle PE Pipe 32mm x PE Pipe 20mm (PE 100 SDR11)	Nos.	1000	465.00	465000
iii)	Tapping Saddle PE Pipe 63mm x PE Pipe 20mm (PE 100 SDR11)	Nos.	100	618.00	61800
2.00	PNG Connection to Domestic Consumers				
2.1.1	Installation of GI Service Pipe				
	Supply, loading, storing, unloading and laying of Powder Coated GI pipes , including supply of GI fittings/accessories including Anaconda, Fittings of all sizes & thickness like Elbows, Tees, unions, sockets, reducers, GI plugs,Sleeves etc., installation of GI line (alongwith installation of required accessories as mentioned above) of following sizes, including fabrication with supply of all materials , consumables, labour and other incidental works. Carrying out all temporary, ancillary, auxiliary works required to make the GI line ready for commissioning as per drawings specifications.				

	Scope of work indicated in PJS and other provisions of Contract document and instructions of Engineer-in-charge, including but not limited to carrying out the following works: Preparation and approval of schedules, execution procedures, sketches.				
	Finalisation of optimum route with consent of customer, from transition fitting to cooking oven/ appliance.				
	Making temporary but stable platforms/ scaffolding/ rope ladders and all other safety measures including safety belts wherever required.				
	Installation of GI Pipes ,Fittings, including NPT threading, painting as specified .				
	Drillings of holes through walls (Brick, RCC) , Granite, Marble, Glass Cutting with proper heavy duty hammer drill machine tools and tackle, using proper sealant /grout material colors to match the original replacement of damages during drilling, restoring the area to original condition.				
	Supply & Fixing of approved clamps, Dowell Plugs with screws, grout material, suitable thread sealant i.e. Teflon Tape/ lock tight, drilling of holes through tiles/ wood/ marble/ Granite etc. jointing of PE to above Ground service GI pipes, testing, purging with Nitrogen and commissioning of the complete installation as per specification.				
	Painting of entire length of pipe(as applicable) along with fittings after proper surface finish by one coat of approved primer paint and two coats of approved synthetic enamel paint complete as per specification & direction of EIC. Restoring the wall surface to origin				
	All above activities to be carried out as per specification to the complete satisfaction of consumer & as desired by Engineer-in-charge.				
	Handing over the completed works to HNGPL for operation/ use, reconciliation of material area wise and obtaining "no objection certificate" from HNGPL / MECON.				
	Any other activity not mentioned/ covered, explicitly above, but otherwise required for satisfactory completion/ safety/ statutory/ maintenance of works shall also be covered under scope of work and has to be completed by contractor within specified schedule time.				
a)	Installation & testing of GI ½” Pipe All floors (Including connectivity from TF to regulator.)	Meters	1050 0	385.00	4042500
b)	Commissioning of GI ½” pipe All floors	Meters	1050 0	31.00	325500
c)	Installation & testing of GI ¾” Pipe All Floors (Including Installation of Risers)	Meters	2800	405.00	1134000
d)	Commissioning of GI ¾” pipe All floors	Meters	2800	36.00	100800
	Note:-				
i)	Refer Particular Job Specification for supply items.				

ii)	The quantity measurement shall be from the outlet of the Transition Fitting (TF) upto the Meter. All intermediate GI fittings (excluding Flexible hose/Anaconda, valves and regulator) shall be considered while measuring length of GI Pipes.				
iii)	Supply and installation of isolation Ball Valves shall be paid as a separate SOR Item.				
iv)	Supply of annconda shall be paid as per seprate SOR item.				
2.3	Installation of Meter, Flexible Hose & Conversion of Domestic Appliance				
a)	Installation of Meter: Installation & fixing of meters with associated inlet and outlet connections/ fittings, valves approved meter brackets and other supports by proper scaffolding/ grouting, Restoring the area to original complete as per specification and instruction of EIC. (Meter will be Provided as free issue Item.).	Nos.	1100	293.00	322300
b)	Flexible Hose & Conversion of Domestic Appliance				
	The work includes installation and supply of Steel reinforced Flexible Hose as per IS 9573 Part-2 (Gas tube from end of Isolation Valve upto burner/stove) and conversion of all the burners of the LPG stove (one per household) including supply of all types of burner nozzles/jets and associated controls etc.Cleaning and performing minor maintenance, greasing etc. of appliance, testing/ showing performance to the customer ,signing of Joint Meter Records (JMR) and instructing customer on use & safety norms, complete as per specifications & to satisfaction of customer and instruction of EIC.	Nos.	1100	450.00	495000
2.4.	Installation & Fixing of Commercial regulators, Metres & Flexible hose including Conversion alongwith with supply and installation of associated inlet and outlet connections/ fittings, valves approved meter brackets and other supports by proper scaffolding/ grouting, Restoring the area to original complete as per specification and instruction of EIC. (Meter & Regulator will be Provided as free issue Item.). (G-6/G-10/G16/G-25 AND G-40)	Nos.	25	5491.00	137275
	Note : i) Supply of Isolation shall be paid seprately as per the rates Quoted elsewhere.				
	ii) Supply of Steel Fibre Reinforced Hose as per IS 9573 Type 4 is covered under above item.				
2.5	Isolation Ball Valve And Appliance Valve & Annaconda				
2.5.1	Supply and installation of Isolation & Appliance Ball Valves as per Technical Specification and as directed by EIC				
a)	Isolation Ball Valve 1/2 " max. 6 bar (g)	Nos.	1100	273.00	300300
b)	Isolation Ball Valve 3/4 " max. 6 bar (g)	Nos.	1100	436.00	479600
c)	Appliance Ball Valve 1/2 " max. 35 mili Bar (g)	Nos.	1100	234.00	257400

2.5.2	Supply of Annconda as per Technical Specification.	Nos.	1100	258.00	283800
2.6	Installation of Regulator : Installation & Fixing of regulator with associated inlet and outlet connections/ fittings, valves approved regulator brackets and other supports by proper scaffolding/ grouting, Restoring the area to original complete as per specification.				
a)	Domestic regulator				
i)	Domestic regulator (4/6 bar to 21mBar)	Nos.	500	869.00	434500
ii)	Domestic regulator (100 mbar to 21mBar)	Nos.	600	600.00	360000
2.7	Service Regulator Boxes: Supply and installation of Service Regulators Boxes complete with case and locking arrangement and foundation in ratio of 1:2:4 as per drawing/ Photo of IGL attached and as per directions of EIC.	Nos	10	18000.00	180000
3	Registration of Domestic PNG Connections				
	Carrying out the work of Domestic PNG registration as per directions/instructions of the Marketing In charge of HNGPL/Authorized representative including but not limited to following : 1) Enrolment & Registration of Domestic PNG Customers as per the given target. 2) Collection of filled up form along with Cheque/Demand Draft of Security Deposit amount and documents All other activities as may be required to complete the work in all respect is defined in the Scope of work to be read along with the Special Conditions of Contract and as per instructions of MIC. Carrying out the marketing activities for Domestic PNG connection as detailed in Scope of work, complete in all respects , as per directions/instructions of the Marketing In Charge including but not limited to the following: Distribution of leaflets & FAQ, Installation of banners at prime location, Awareness cum Registration Camp , Audio/Visual Presentations, Organizing Road Shows, etc.	Nos.	400	144.00	57600
4	Conversoion of Existing GI/ RFC cases of Old Customers and doing of NG including Minor Modifications/ Testing of GI Lines Complete as per Engg I/c , cost of NG is included in this any free issue item including fitting will be provided by HNGPL. In case of GI cases TF done will be paid as per above item.	Nos.	200	1800.00	360000
Total Amount inclusive of all taxes and duties except GST in Rs.					1,48,56,775
GST@18%					26,74,220
Grand Total Amount Including GST@18% in Rs.					1,75,30,995

CUT-OUT SLIP

(To be pasted on the envelope containing EMD / Bid Security, Power of Attorney & Integrity Pact)

DO NOT OPEN – THIS ENVELOPE
CONTAINING EMD, POA & INTEGRITY
PACT

Tender : LAST MILE CONNECTIVITY (LMC) WORK FOR NEW CONNECTIONS OF DOMESTIC AND INDUSTRIAL & COMMERCIAL IN HARIDWAR GA

Tender no. : HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Due Date & Time : Upto 1400 Hrs. (IST) on 07.03.2024

From :

M/s
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To:

**Haridwar Natural Gas Private Limited,
Transit Camp, House No.-129, New
Haridwar Colony, Behind Matrichaya
Medical Centre, Ranipur Mode,
Haridwar (U.K) - 249401.
Email: tenders@hngpl.co.in**

CUT-OUT SLIP

(To be pasted on the envelope containing Price Bid)

PRICE BID – DO NOT OPEN

Tender : LAST MILE CONNECTIVITY (LMC) WORK FOR NEW CONNECTIONS OF DOMESTIC AND INDUSTRIAL & COMMERCIAL IN HARIDWAR GA

Tender no. : HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Due Date & Time : Upto 1400 Hrs. (IST) on 07.03.2024

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Transit Camp, House No.-129, New Haridwar
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Ranipur Mode,
Haridwar (U.K) - 249401
Email: tenders@hngpl.co.in**

CUT-OUT SLIP

(To be pasted on the envelope containing Techno- Commercial Bid)

TECHNO-COMMERCIAL BID – DO NOT OPEN

Tender : LAST MILE CONNECTIVITY (LMC) WORK FOR NEW CONNECTIONS OF DOMESTIC AND INDUSTRIAL & COMMERCIAL IN HARIDWAR GA

Tender no. : HNGPL/HARIDWAR/LMC WORK/NEW CONNECTIONS/23-24/01

Due Date & Time : *Upto 1400 Hrs. (IST) on 07.03.2024*

From :

M/s
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To:

**Haridwar Natural Gas Private Limited,
Transit Camp, House No.-129, New
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Medical Centre, Ranipur Mode,
Haridwar (U.K) - 249401.
Email: tenders@hngpl.co.in**