HARIDWAR NATURAL GAS PVT. LTD.

A Joint Venture of Bharat Petroleum Corporation Limited (BPCL) & GAIL Gas LIMITED

CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT
FOR

ROUTE SURVEY AND ALLIED WORKS
(ANNUAL RATE CONTRACT OF TWO YEARS)

DOMESTIC COMPETITIVE BIDDING

Bid Document No.: 05/51/Q7AU/HNGPL/00A-i

Visit: www.tenderwizard.com/MECON
(Tenderwizard helpdesk: 011-49424365)

VOLUME – I OF I

PREPARED AND ISSUED BY
MECON LIMITED
(A Govt. of India Undertaking)
Delhi, India
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INVITATION FOR BIDS
DOMESTIC COMPETITIVE BIDDING

INVITATION FOR BIDS (IFB)
Bid Document no. 05/51/Q7AU/HNGPL/00A-i

1.0 PROJECT DETAILS

M/s HARIDWAR NATURAL GAS PVT. LTD. (HNGPL) is a joint venture (JV) of Bharat Petroleum Corporation Limited (BPCL), a Govt. of India Enterprise and GAIL Gas Limited, a fully owned subsidiary company of GAIL (India) Limited, is developing CNG & City Gas Distribution Infrastructure in the Geographical Areas (GAs) of Haridwar (Uttarakhand) based on PNGRB authorization.

2.0 MECON Ltd. on behalf of M/s Haridwar Natural Gas Pvt. Ltd. invites bids through tendering on Domestic Competitive Bidding basis under single stage two e-envelopes system (E-tendering) from contractor meeting the Bid Evaluation Criteria as detailed herein.

3.0 BRIEF SCOPE OF WORK

The scope of work includes preliminary route survey (Reconnaissance Survey), detailed Grid Line Survey & Soil Investigation including corrosion survey along proposed gas pipeline routes including Crossing Survey of large carriageway, water body, railways, flyover /over bridge, subways and similar obstructions and to get permissions from various concerned authorities. The scope of work also involves Geo Technical Investigation on plots, area survey for MDPE Network.

The work shall be carried out on Annual Rate Contract Basis with ARC period of 2 years from the date of issuance of FOA.

4.0 TIME SCHEDULE

The work shall be carried out on Annual Rate Contract Basis (without escalation) with ARC period of 2 years from the date of issuance of FOA.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item Description</th>
<th>Completion period</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>MOBILISATION</td>
<td>Within 1 (one) week from date of intimation (for scope of work mentioned in the letter of intimation)</td>
</tr>
<tr>
<td>ii)</td>
<td>TOPOGRAPHICAL SURVEY</td>
<td>Within 3 (three) Weeks form Date of Intimation.</td>
</tr>
<tr>
<td>iii)</td>
<td>ROUTE SURVEY INCLUDING CORROSION SURVEY</td>
<td>8 (eight) Weeks from Date of Intimation</td>
</tr>
<tr>
<td>iv)</td>
<td>CROSSING SURVEY</td>
<td>Within 2 (two) Weeks form Date of Intimation</td>
</tr>
<tr>
<td>v)</td>
<td>GEOTECHNICAL INVESTIGATION IN PLOTS/Rivers</td>
<td>Within 4 (four) Weeks form Date of Intimation</td>
</tr>
<tr>
<td>vi)</td>
<td>AREA SURVEY</td>
<td>Within 8 (Eight) weeks from date of intimation (with Area survey scope up to 20 Sq Km)</td>
</tr>
</tbody>
</table>
5.0 BID EVALUATION CRITERIA

5.1 Technical Criteria:

5.1.1 The Bidder, under a single contract of minimum value of Rs. 17.775 Lakh, should have completed similar work of pipe line route survey or Area Survey work in the last seven years reckoned from bid due date.

5.1.2 In case the bidder is executing a contract of above nature (i.e. pipe line route survey or Area Survey work) which is still running and the contract executed quantity till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned at sl. No.- 5.1.1 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.

5.2 Financial Criteria:

5.2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years i.e. FY 2015-16, FY 2016-17 & FY 2017-18, shall be Rs. 59.25 Lakh.

5.2.2 Net worth

Net worth of the bidder should be positive as per the immediate preceding year’s audited financial results i.e. in FY 2017-18.

5.2.3 Working Capital

The minimum working capital of the bidder as per the immediate preceding year’s audited financial results i.e. in FY 2017-18, shall be Rs. 11.85 Lakh.

Note: If the bidder’s working capital is inadequate or negative, the bidder should furnish a letter from the Bidder’s bank having net worth not less than Rs 100 Crore, confirming the availability of the line of credit for at least for the working capital requirement as stated above.

5.2.4 In case the audited financial results of immediate preceding financial year i.e. FY 2017-18 is not available, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to this year i.e. FY 2014-15, FY 2015-16 & FY 2016-17 to meet the requirement under 5.2.1. Further in case of 5.2.2 & 5.2.3, bidder has an option to submit the audited financial results of F.Y. 2016-17 in case audited financial results for 2017-18 is not available.

<table>
<thead>
<tr>
<th>vii)</th>
<th>PERMISSIONS Railways /State highways/Water body crossing/Major District road/Gram Panchayat Road/ OFC telephone cables/State PWD/Development Authority /ROU from Land owner/Municipal permission OR any other authority</th>
<th>Within 5 months from date of intimation</th>
</tr>
</thead>
<tbody>
<tr>
<td>viii)</td>
<td>PERMISSIONS National Highway/Social Forest /Protected Forest</td>
<td>Within 6 months from date of intimation</td>
</tr>
</tbody>
</table>
The above option, however, is available only in case the tender is having the bid closing date up to 30th September of the relevant financial year.

5.3 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this 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 / Charted Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company. Such bidders to summit these documents in addition to the documents specified in the bidding documents to meet BEC. The experience acquired as sub-contractor shall not be considered.

5.4 Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work form a part, or (ii) that has been hired (or proposed to be hired) by the employer as Engineer/ Consultant for the contract. Undertaking from bidder is to be submitted in this regard.
6.0 DOCUMENTS REQUIRED:
 Documents required to be submitted by bidder along with the bid for qualification of BEC:

<table>
<thead>
<tr>
<th>BEC Clause no.</th>
<th>Description</th>
<th>Documents required for qualification</th>
</tr>
</thead>
</table>
| 5.1.1 & 5.1.2 | Experience criteria in case of single bidder | (a) Detailed work order along with Schedule of Rates.  
(b) 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.  
In case of rate/maintenance contract-Satisfactory work execution certificate issued by the end user/owner/authorized consultant.  
Note: (i) The completion certificates shall have details like work order no./date, brief scope of work, completion date etc. |
| | | The above mentioned documents shall be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp. |
| 5.2.1 | Annual Turn Over | Audited Financial statements including Balance sheet and Profit & Loss Account etc. for three preceding financial years duly certified/ attested by notary public with legible stamp.  
Certificate from Chartered Accountant for details of financial capability (F-3A) |
| 5.2.2 | Net Worth | Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year duly certified/ attested by notary public with legible stamp.  
Certificate from Chartered Accountant for details of financial capability (F-3A) |
| 5.2.3 | Working Capital | Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year duly certified/ attested by notary public with legible stamp.  
Letter from the bidder's bank (as per format F-3B), 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.  
Certificate from Chartered Accountant for details of financial capability (F-3A) |
| 5.3 | 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. |
| 5.4 | Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work form a part, or (ii) that has been hired (or proposed to be hired) by the employer as Engineer/Consultant for the contract. | Undertaking from bidder. |

In absence of requisite documents, HNGPL / MECON reserve the right to reject the bid without making any reference to the bidder.

7.0  Void
8.0 Bid Security:

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Security Requirement (In INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall scope of work</td>
<td>3.37 Lakh</td>
</tr>
</tbody>
</table>

Note: MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of Public Procurement Policy-2012. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler registered with DIC are not entitled for exemption of EMD. Further, the Government Departments/ PSUs are also exempted from the payment of Bid Security.

9.0 SALIENT FEATURES OF BIDDING DOCUMENT:

<table>
<thead>
<tr>
<th>9.1</th>
<th>Type of Enquiry</th>
<th>DOMESTIC COMPETITIVE BIDDING BASIS (E-tendering) (On Annual rate contract basis of Two years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.2</td>
<td>Bid Document No.</td>
<td>05/51/Q7AU/HNGPL/00A-i (To be referred in all future correspondence)</td>
</tr>
<tr>
<td>9.3</td>
<td>Bid Document on Website</td>
<td>From 28.12.2018</td>
</tr>
<tr>
<td>9.4</td>
<td>Site Visit</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>9.5</td>
<td>Date and Time of Pre-Bid Meeting Venue</td>
<td>On 03.01.2019 At 15:00 Hrs. Venue: MECON LIMITED, 15TH FLOOR, NORTH TOWER, SCOPE MINAR, LAXMI NAGAR DISTRICT CENTRE, DELHI – 110092 Pre-bid query, if any, must be submitted by pre-bid meeting date &amp; time.</td>
</tr>
<tr>
<td>9.6</td>
<td>TENDER DUE DATE &amp; TIME</td>
<td>Upto 1500 hrs. (IST) on 16.01.2019</td>
</tr>
<tr>
<td>9.7</td>
<td>BID OPENING DATE &amp; TIME (TECHNO-COMMERCIAL PART)</td>
<td>At 1600 hrs. (IST) on 16.01.2019</td>
</tr>
<tr>
<td>9.8</td>
<td>Mode of Tendering</td>
<td>E-tendering (online submission of bids) Bids are to be submitted online at <a href="http://www.tenderwizard.com/MECON">www.tenderwizard.com/MECON</a> only. Refer Appendix-I to INSTRUCTIONS TO BIDDER (ITB).</td>
</tr>
<tr>
<td>9.9</td>
<td>PLACE OF SUBMISSION OF PHYSICAL DOCUMENTS</td>
<td>MECON Limited, Delhi 15th Floor, North Tower, SCOPE Minar Laxmi nagar, District Centre, Delhi-110092 Attn. Dr. P. K. Sharma, Jt. GM (Contracts) E-mail: <a href="mailto:Cont-delhi@mecon.co.in">Cont-delhi@mecon.co.in</a></td>
</tr>
<tr>
<td>9.10</td>
<td>Tender Processing Fee (Non-Refundable)</td>
<td>Rs. 1770/- (Rs. 1500/- +18% GST) (Payable to M/s ITI Ltd. Online) (Non-Refundable).</td>
</tr>
<tr>
<td>9.11</td>
<td>Help Desk for E- Tendering</td>
<td>For any clarification, help and registration for E-Tendering &amp; for obtaining Digital Signature contact at <a href="http://www.tenderwizard.com/MECON">www.tenderwizard.com/MECON</a> and on Telephone No. 011-49424365</td>
</tr>
</tbody>
</table>
The entire tender document alongwith qualification criterion has been web hosted at MECON website www.meconlimited.co.in, MECON e-tendering website www.tenderwizard.com/MECON, HNGPL website www.hngpl.in & Govt. CPP Portal https://eprocure.gov.in websites for the view / downloading of tender of the eligible bidders, however Bids are to be submitted online at www.tenderwizard.com/MECON only. Bids submitted in physical form/through email/through fax shall be ignored straightaway. Bidders meeting the bid evaluation criteria and intend to submit their bid may download the tender for submission by the bid due date and time.

Bidders shall give an undertaking on his letter head that the content of the bidding document have not been altered or modified.

10.0 Deleted

11.0 The following documents in addition to uploading in the e-bid on MECON e-tendering website www.tenderwizard.com/MECON, shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded along with the e-bid within the Due Date & Time of Bid Submission:

i) EMD/Bid Security (if applicable)  
   [Note: Submission of original is not applicable for online banking transaction]

ii) Power of Attorney

iii) Integrity Pact (if applicable)

12.0 PRE-BID MEETING

12.1 The bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any related to the Bid Document and Scope of Work can be addressed during the meeting. Pre-bid Meeting shall be held at place and time as mentioned above.

12.2 The bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach MECON before the pre-bid meeting. The clarifications shall be provided during the pre-bid meeting.

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

13.0 ZERO DEVIATION BIDS

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

13.2 Deleted

13.3 Deleted
13.4 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., MECON e-Tendering website shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

13.5 **HNGPL /MECON will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.**

13.6 Purchase preference and / or Domestic price preference policies as per prevailing guidelines of Government of India are applicable.

13.7 The prospective bidders should not be under 'liquidation', any 'court receivership or similar proceedings’ or 'bankruptcy' during the processing of the tender. The bidder shall give an undertaking regarding the same in their bid. 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, it shall be the sole responsibility of the bidder to ensure that any changes occurring in their above declaration during the processing of the tender are brought to the notice of Employer.

13.8 Bids complete in all respects should be submitted on or before the BID DUE DATE AND TIME. Bids sent through Fax/ E-Mail/ Computer floppy/ in physical form shall not be accepted. Bidder may depute their representative with proper authorisation letter to attend of techno-commercial opening of bids.

13.9 HNGPL reserve the right to reject any or all Bids received at its discretion without assigning any reason whatsoever.

13.10 MECON / HNGPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.

13.11 Bid document is non-transferable.

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

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

13.14 Bidder shall send duly filled in “Acknowledgement Cum Consent letter” through return fax or latest by within 7 days of date of issue to contact person as mentioned below.

14.0 **General**

14.1 HNGPL /MECON reserve the right to carry out capability assessment of the bidder including referral to in-house information.

14.2 HNGPL /MECON will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.

14.3 Bid document is non-transferable.
14.4 Bids received after stipulated last date and time, due to any reasons what-so-ever, will not be considered.

14.5 HNGPL /MECON will follow purchase preference policies as per prevailing guidelines of Government of India.

14.6 The prospective bidders should not be under 'liquidation', any 'court receivership or similar proceedings’ or 'bankruptcy' during the processing of the tender. The bidder shall give an undertaking regarding the same in their bid. 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, it shall be the sole responsibility of the bidder to ensure that any changes occurring in their above declaration during the processing of the tender are brought to the notice of Employer.

14.7 Bids sent in physical form/ through Fax/ E-mail/ Computer floppy shall not be accepted.

14.8 HNGPL /MECON reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

14.9 Bidder shall send duly filled in “Acknowledgement Cum Consent letter” through return fax or latest be within 7 days of date of issue to contact person as mentioned at sl. No. 1.13 above.

This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

Yours faithfully
For & on behalf of

HARIDWAR NATURAL GAS PVT. LTD.

(Dr. P. K. Sharma)
Jt. GENERAL MANAGER (Contracts)
MECON Limited 15th Floor,
SCOPE Minar, North Tower
Laxmi Nagar, District Centre
Delhi – 110 092
Telephone: +91-11-22401146/03
Fax: +91-11-22041214
E-mail: cont-delhi@mecon.co.in
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 reasons for non-participation against the enquiry/ tender through e-mail/ fax to concerned executive in MECON issued the tender, by filling up the format)

To,
Jt. GM (Contracts)
MECON Limited,
Delhi
Phone: 011-22401146
Fax.: 01122041214
Email: ……………………..

Sub.: Tender No. ………………………………… dated …………………….. for …………………….. (Name of Item/ Job)

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document alongwith 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 reasons given below:-
  ………………………………..
  ………………………………..
  ………………………………..

  Agency Name : ………………………………..
  Signature : ………………………………..
  Name : ………………………………..
  Designation : ………………………………..
  Date : ………………………………..
  Seal / Stamp : ………………………………..

Note: Bidder shall send duly filled in “Acknowledgement Cum Consent letter” through return fax or latest by within 7 days of date of issue to tender issuing authority.
APPENDIX - A

CUT-OUT SLIP FOR SUBMISSION OF PHYSICAL DOCUMENTS
CUT-OUT SLIP FOR PHYSICAL DOCUMENTS
(To be pasted on the envelope containing EMD / Bid Security [Submission of Original is not applicable for online banking transaction], Power of Attorney & Integrity Pact)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : HARIDWAR NATURAL GAS PRIVATE LIMITED

PROJECT : CITY GAS DISTRIBUTION PROJECT AT HARIDWAR

BID DOCUMENT NO. : 05/51/Q7AU/HNGPL/00A-i

ITEM : ROUTE SURVEY AND ALLIED WORKS -TWO YEARS ARC

DUE DATE OF SUBMISSION & TIME : Upto 1500 Hrs. (IST) on 16.01.2019

TO,

The Dy. General Manager (Contracts)
MECON LIMITED
15TH FLOOR, NORTH TOWER,
SCOPE MINAR,
LAXMI NAGAR DISTRICT CENTRE
DELHI – 110092
Ph No.: 91-11-22401146/22401103
Fax No.: 91-11-22041214
Email: cont-delhi@mecon.co.in

FROM:

NAME:

ADDRESS:
SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)
SECTION – II INDEX

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5. SITE VISIT
6. CONTENT OF BIDDING DOCUMENT
7. CLARIFICATION ON BID DOCUMENTS
8. AMENDMENT OF BID DOCUMENTS
9. LANGUAGE OF BID
10. BIDS FROM CONSORTIUM
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. BID CURRENCY:
14. PERIOD OF VALIDITY OF BIDS
15. BID SECURITY
16. PRE-BID MEETING
17. FORMAT AND SIGNING OF BID
18. ZERO DEVIATION:
19. E-PAYMENTS
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22. DUE DATE AND TIME OF BID SUBMISSION
23. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE
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25. BID OPENING
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27. CONTACTING THE OWNER/CONSULTANT
28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
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32. EVALUATION AND COMPARISON OF BIDS
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34. OWNER/CONSULTANT’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID
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41. UNSOLICITED POST TENDER MODIFICATIONS
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43. VENDOR PERFORMANCE EVALUATION
44. INTEGRITY PACT
45. DELETED
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48. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
49. DEFAULT IN PAYMENT OF GST BY CONTRACTOR
50. REASON FOR REJECTIONS OF BIDS
51. REQUIREMENT OF PAN NO.
52. NON APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS / SUPPLIERS/ CONTRACTORS / BIDDERS / CONSULTANTS INDULGED IN FRAUDULENT / COERCIVE PRACTICES.
53. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULE CASTES AND WEAKER SECTIONS OF THE SOCIETY
54. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
55. INAM-PRO FOR PROCURMENT OF CONSTRUCTION MATERIAL LIKE CEMENT WITH A VIEW TO REDUCE EXECUTION DELAYS ON ACCOUNT OF SUPPLY SHORTAGE
56. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
57. DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1.0 SCOPE OF BID:

1.1. The Purchaser/Owner/HARIDWAR NATURAL GAS PVT. LTD. (HNGPL)/ Owner’s representative as defined in the General Conditions of Contract-Works, hereinafter “the Owner” wishes to receive bids as described in the Bidding Documents.

1.2. SCOPE OF WORK: The scope of work shall be as defined in the bidding document.

1.3. The successful bidder will be expected to complete the Scope of Bid within the period stated in Special Conditions of Contract.

1.4. Throughout this bidding documents, the term “bid” and “tender” and their derivatives ("bidder/tenderer", “Bid/tendered/tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

2.1. Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the bidder.

2.2. Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting qualification criteria.

2.3. The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the Contract if his bid is accepted.

2.4. The invitation of bid is open to any bidder.

2.5. A bidder shall not be affiliated with a firm or entity

(i) that has provided consulting services related-to the Works to the Owner during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Owner as Engineer/Consultant for the contract.

Undertaking from bidder is to be submitted in this regard.

2.6. The bidder shall not be under a declaration of ineligibility by Owner/Consultant for corrupt or fraudulent practices as defined in ITB clause no. 38.

2.7. The bidder is not put on holiday/blacklisted by BPCL/ HNGPL/ GAIL GAS or Project Management Consultant (PMC) of BPCL/ HNGPL/ GAIL GAS or black listed by any Government Department/ Public Sector or put on suspension by GAIL Gas/ BPCL/ HNGPL, on due date of submission of bid. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/evaluation/award.

2.8. While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC) as specified in the Notice of Invitation for Bids (IFB), bidder’s past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Owner/Consultant shall be final and binding on the bidder.
2.9 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of 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 in the bidding documents to meet BEC.

2.10 Any participative bidder submitting bid as a consortium/joint venture shall not be acceptable.

3. ONE BID PER BIDDER

3.1. A bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

3.2. Alternative bids are not acceptable.

4. COST OF BIDDING

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

4.2. No tender document will, however, be issued to the bidder who are on ‘Holiday’ by GAIL GAS Limited/BPCL/HNGPL or Public sector Project management Consultant (like EIL, MECON etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/Public sector or on suspension list of HNGPL/GAIL Gas/BPCL on due date of submission of bid. If the document were issued inadvertently/downloaded from website, offers submitted by such bidder shall not be considered for opening/evaluation/award and will be returned immediately to such bidder. The above is without prejudice to the other rights of HNGPL.

5. SITE VISIT

5.1. The bidder is advised to visit and examine the site of works/Pipeline route and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at Bidder's own expenses. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during implementation.

5.2. The bidder and any of his personnel or agents will be granted permission by the Owner/Consultant to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Owner/Consultant and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result hereof. Owner/Consultant shall provide necessary assistance, if required, to the bidder(s) for the purpose of site visit.

B. BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT
6.1 The bid documents hosted on MECON Website, MECON e-tendering website, HNGPL website & CPP portal are as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB:

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6.2. The bidder is expected to examine IFB, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder’s risk and may result in the rejection of the Bid.
7. CLARIFICATION ON BID DOCUMENTS

7.1. A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail/fax at Consultant’s mailing address indicated in the Bid Document. MECON will respond in writing to any request for clarification of the bidding documents, which it receives before scheduled date of pre-bid meeting. Written copies of HNGPL /MECON response (including an explanation of the query but without identifying the source of the query) will be hosted on the MECON website www.meconlimited.co.in, MECON e-tendering website www.tenderwizard.com/MECON, HNGPL website www.hngpl.in & Govt. CPP Portal https://eprocure.gov.in before bid due date.

In case Pre-Bid meeting is not applicable, bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach MECON at least 10 days before the Bid due date.

8. AMENDMENT OF BID DOCUMENTS

8.1. At any time prior to the deadline for submission of bids, the Owner/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the bidding documents by issuing addenda.

8.2. Any addendum/corrigendum/clarifications thus issued shall be part of the Bidding Documents pursuant to ITB clause 6.1 and shall be hosted on the websites as mentioned in clause 7.1 above before the bid due date. All the empanelled vendors invited to quote shall be informed by e-mail/Fax about the addendum/corrigendum/clarifications to bidder’s query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s) / corrigendum(s) / clarifications issued/web hosted, before submitting the bid.

8.3. The Owner/Consultant may, at its discretion, extend the date of submission of bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

9. LANGUAGE OF BID

9.1. The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

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

10. BIDS FROM CONSORTIUM - NOT APPLICABLE

11. DOCUMENTS COMPRISING THE BID

11.1 Bid shall be prepared and submitted online on the e-portal as per the instructions given at Appendix-I to ITB.

Bid should be submitted at the portal for e-tender (www.tenderwizard.com/MECON) in Two Bid system in two parts as below
(i) Un-priced techno-commercial bid (Part-A) and other
(ii) Price bid (Part-B)

11.2 The un-priced techno-commercial bid shall contain all details along with the supporting documents (including the documents required in physical form, as stated herein below) scanned and uploaded by the bidder as per the requirement of pre-qualification technical, and commercial criteria of BEC without indicating price. The documents to be uploaded under Techno-commercial part of bid (Part-A) are indicated below:

Techno-Commercial Un-priced Bids (PART-A)

a. Covering letter with name & signature of person holding Power of Attorney with contact number
b. Tender documents including Corrigendum, if any
c. Bidder’s General Details/information as per Format F-1 duly filled along with Annexure 1 to Form F-1: MANDATE FORM
d. Power of Attorney in favour of person (s) signing/ digitally signing the bid with his specimen signature that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder. Digital signature of person holding power of attorney to be used for submitting bid.
e. Bid Form as per Format F-2 duly signed by signing authority & witness
f. Void
g. Copy of SOR (Schedule of Rates) with prices blanked out mentioning “Quoted / Not Quoted” against each item in each cell. Schedule of Rates (Unpriced Bid) to be considered for the same. Under no circumstances bidder shall indicate price in Schedule of Rates (Unpriced Bid).
h. Void
i. Letter of authority in favour of any one or two of Bidder’s executives having authority to attend the un-priced and priced bid opening as per Format F-5
j. Confirmation of no deviation as per Format F-6
k. Certificate as per Format F-7 for confirming the Government of India is not part of Agreement
l. Details of similar work done during past seven years as per Format F-8
m. Duly signed and stamped Format F-9A & Format F-9B (if applicable) pertaining to Performa for bank Guarantee for Contract Performance Guarantee & mobilization Advance, if applicable.
n. PF & ESIC registration Details as per Format F-10 alongwith copy of PF registration certificate or undertaking as mentioned in F-10, if bidder does not have PF registration and/ or ESIC code at present
o. Checklist as per Format F-11
p. Integrity pact as per format F-12
q. Details of proposed organization along with CVs of key personnel for home and site offices as per Format F-14.
r. Agreed Terms & conditions with confirmations duly filled in as per Format F-16.
s. Details of quoted parts as per Format F-17, if applicable.
t. Undertaking as per Format F-18.

u. Declaration as per Format F-19

v. Undertaking as per Format F-20

w. Check List for Running Bill as per Format F-21 digitally signed & stamped as an acceptance of format.

x. PF, GST registration certificate & ESI Registration certificate.

y. Any other information / details required as per Bidding Document.

z. Copy of certificate of incorporation/ Memorandum & Articles of Association/ partnership deed/ affidavit of proprietorship

aa. Documents establishing the Qualification pursuant to clauses of IFB, if applicable.

bb. Any other information / details required as per Bidding Document.

cc. List of Consultants / sub contractors, if any, and Memorandum of Understanding (MOU) defining their involvement and responsibility in this work.

dd. Copies of documents defining constitution or legal status, place of registration and principal place of business of the company including that of sub-contractor, if proposed.

However, bidders must submit the original "Bid Security / EMD [Note: Submission of original is not applicable for online banking transaction], Power of Attorney, Integrity Pact (if applicable) and any other documents specified in the bidding documents to address mentioned in INVITATION FOR BID (IFB), in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission .or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD copy of which has been uploaded, is received within 7 days from the Due Date and Time of Bid Submission, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

Note: Tenderer shall strictly ensure that this part does not contain any Price at all.

11.3 Price Bid- PART-B

Price Bid (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com/MECON and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. Schedule of Rates (Price Bid) to be considered for the same.

12. 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 deemed 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.

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

12.8.2 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.

12.8.3 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.

12.8.4 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.

12.8.5 Owner/HNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals 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).

12.8.6 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.
12.8.7 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.

12.8.8 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.

12.8.9 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.

12.9 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.

(A confirmation to above will also be submitted in the bid).

13. BID CURRENCY:

Bidders are required to submit bid in Indian Rupees and receive payment in Indian Rupees.

14. PERIOD OF VALIDITY OF BIDS

14.1 The bid shall remain valid for acceptance for three (3) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/ Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security (if available). 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 15 in all respects.

15. BID SECURITY

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

15.2 The bid security is required to protect the Owner against the risk of bidder’s conduct which would warrant the bid security’s forfeiture, pursuant to ITB clause 15.9.
15.3 Deleted

15.4 The bid security in Indian Rupees shall be in the form of “Online Banking transaction” or Demand Draft/ Banker’s Cheque in favour of HARIDWAR NATURAL GAS PVT. LTD., payable at Haridwar or in the form of an irrevocable Bank Guarantee or ‘Letter of Credit’ in favour of HARIDWAR NATURAL GAS PVT. LTD. as per format enclosed at F-4/ F-4A (issued by Indian Nationalised/Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Schedule Foreign Bank in case of Indian Bidders and from any reputed international bank or Indian Schedule Bank in case of Foreign Bidders).

To enable the bidders to utilize online transaction option, Bank details of HNGPL is as specified at 15.11 below.

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

HNGPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letter head.

15.5 The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 14 of ITB i.e. 5 (five) months beyond deadline for bid submission.

15.6. Any bid not secured in accordance with ITB clause 15.1 and 15.4 shall be rejected by HNGPL as non-responsive.

15.7. Unsuccessful bidder’s bid security will be discharged / returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by OWNER pursuant to ITB clause 14.

15.8. The successful bidder’s bid security will be discharged upon the bidder’s accepting the order, pursuant to ITB clause 35 and furnishing the Contract Performance Guarantee pursuant to ITB clause 37.

However, in case the successful bidder opts for extension of validity of EMD to make it part of CPBG, the successful bidder’s bid security will be retained at employer’s end till completion of contract period. Within one month of expiry of ARC period, Successful bidder to extend bid security validity upto contract period (i.e. till expiry of defect liability period of work ordered in last letter of intimation during ARC period).

15.9. The bid security may be forfeited:

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

b) In case of a successful bidder, if the bidder fails:

   i) to accept the award in accordance with clause 35 of ITB or

   ii) to accept the arithmetic corrections pursuant to clause 30 of ITB and/or

   iii) in case of a successful Bidder, if the Bidder fails, within the specified period

      a) to sign the Contract and
b) to furnish the performance guarantee in accordance with Clause 37 of ITB.

15.10. Bid security should be in favour of HARIDWAR NATURAL GAS PVT. LTD., Haridwar. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the form of irrevocable Bank guarantee shall be in the Format F-4, provided in the bidding document.

15.11. Bank details of HNGPL are as below:
Bank details of HNGPL are as below:
Banker: INDUSIND BANK
A/c No. : 201000525591
IFSC code: INDB0000761
Branch: Haridwar

15.12. MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of Public Procurement Policy-2012. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler registered with DIC are not entitled for exemption of EMD. Further, the Government Departments/ PSUs are also exempted from the payment of Bid Security.

16. PRE-BID MEETING

16.1. The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at the venue stated in IFB.

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

16.3. The bidder is requested, requiring any clarification of the Bidding Document may notify HNGPL / MECON in writing or by fax / e-mail / post at MECON mailing address indicated in the Invitation for Bids. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.

16.3.1 MECON will respond in writing to any request for clarification of the Bidding Document, which it receives before the Pre-Bid Meeting date. Written copies of HNGPL /MECON response (including an explanation of the query but without identifying the source of the query) will be hosted on the websites as mentioned in clause 7.1 above before the bid due date. **In case Pre-Bid meeting is not applicable**, bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach MECON at least 10 days before the Bid due date.

16.3.2 Any addendum/corrigendum/ clarification to the bidders query thus issued shall be part of the bidding documents pursuant to ITB clause 6.1 and shall also be hosted on the website as defined in clause no. 7.1, above and will be informed to bidders as per clause 8.2 above.

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

17.0 FORMAT AND SIGNING OF BID

17.1. 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.
17.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18. **ZERO DEVIATION:**

18.1 **Bidder to note that this is a ZERO deviation bidding document.** Owner/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed General Condition of Contract (GCC-Works), Special Condition of Contract (SCC), Instruction to Bidders (ITB), Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. **Bids with any deviation to the bid conditions shall be liable for rejection.**

18.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder:

i. Firm prices  
ii. Earnest money deposit (EMD) / Bid Bond  
iii. Scope of work  
iv. Specifications  
v. Price schedule  
vi. Delivery / Completion Schedule.  
vii. Period of validity of bid  
viii. Price Reduction Schedule (PRS).  
x. Guarantee of Material/ Work  
xi. Arbitration / Resolution of dispute  
xii. Force Majeure.  
xiii. Applicable laws  
xiv. Payment terms  
xv. Submission of prices in unpriced /technical bid  
xvi. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

19. **E-PAYMENTS**

19.1 Payments to suppliers and Contractors shall be done electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-banking / RTGS / NEFT mode.

20. **AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES - NOT APPLICABLE**

**SUBMISSION OF BIDS**

21. **BID SUBMISSION**

21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
21.2 However, Bidders are required to submit original Bid Security/ EMD [Note: Submission of original is not applicable for online banking transaction], Power of Attorney and any other documents (as specified in the tender) at the address specified in IFB.

22. DUE DATE AND TIME OF BID SUBMISSION

22.1 The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents.

22.2 HNGPL/ MECON 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 MECON website, MECON e-tendering website, HNGPL website/communicated to the prospective bidders.

23. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

Bidders must ensure submission of bids within the Due Date and Time of Bid Submission. MECON e-Tendering website shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. Where the bid bond/ physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

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 15 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 tender documents.

25. BID OPENING

BID OPENING AND EVALUATION
25.1. Un-Priced Techno – Commercial bid opening:

25.2. The Owner/Consultant will open the un-priced techno – commercial bids in the presence of bidders’ designated representatives at date & time as stipulated in IFB. The bidder’s representatives who are present shall sign bid-opening statement evidencing their attendance.

25.3. Bidder’s names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

26. CONFIDENTIALITY

26.1. 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. CONTACTING THE OWNER/CONSULTANT

27.1. From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Employer for any matter relating to the bid it should do so in writing.

27.2. 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.

28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

28.1 The Owner’s determination of a bid’s responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid

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

28.2 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.

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

   a) If accepted would,
      i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
      ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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.

29. **PRICE BID OPENING**

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

29.2. The Owner/Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorized bidders’ representatives present at the time of priced bid opening. The bidder’s representatives who are present shall sign bid-opening statement evidencing their attendance.

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

30. **ARITHMETIC CORRECTIONS**

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. **CONVERSION TO SINGLE CURRENCY-NOT APPLICABLE**

32 **EVALUATION AND COMPARISON OF BIDS**

32.1 Evaluation shall be done on Overall basis, based on total price including applicable GST (CGST&SGST/ UTGST or IGST).

Notes:

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

2) In case any cess on GST is applicable same shall also be considered in evaluation.
32.2 To arrive at the evaluated price, loading on total quoted price shall be done taking into account of the Extended Stay Compensation (if applicable) as quoted by the bidders in Schedule of Rates, as per terms & conditions of tender document.

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

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

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

32.4 Any uncalled for lump sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the bid, shall not be considered

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

32.6 If discounts and prices etc. are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

32.7 Preferences

a) Purchase Preference: Shall be allowed as per Government Guideline in vogue

b) Price Preference: Not Applicable for this tender.

AWARD OF CONTRACT

33. AWARD OF WORK

33.1. The Owner/ Consultant will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on least cost basis to Owner and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to satisfactorily perform the Contract.

33.2. Owner also reserves the right to negotiate the quoted prices before award of work.

33.3 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 VARYING ANY TERM IN REGARD THEREOF LEADING TO RETENDERING, HNGPL SHALL FORFEIT EARNEST MONEY PAID BY THE BIDDER AND SUCH BIDDERS SHALL BE DEBARRED FROM PARTICIPATION IN RE-TENDERING OF THE SAME JOB(S) / ITEMS(S).

Further, such bidder will be put on holiday for a period of six months after following the due procedure in line with clause given in Performance Evaluation (Attachment-IV).

34. OWNER/CONSULTANT’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID
34.1. The Owner/Consultant reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner/Consultant’s action.

35. NOTIFICATION OF AWARD

35.1. Prior to the expiration of period of bid validity HNGPL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.

35.2. The Progressive Delivery / Completion period, as the case be, shall commence from the date of notification of award / Fax of Acceptance (FOA).

35.3. The notification of award / Fax of Acceptance (FOA) will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 36 of ITB.

36. CONTRACT AGREEMENT

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

36.2. The Contract document shall consist of the following:

   a) Original Bidding Document along with its enclosures issued.
   b) Amendment/Corrigendum to original Bidding Document issued, if any.
   c) Fax of Acceptance.
   d) Detailed letter of Award/Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.

36.3. After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents.

The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).

36.4. In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the Bid Security (if available) shall be forfeited and the acceptance of the tender shall be considered as cancelled. The above is without prejudice to the other rights of HNGPL.

37. SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE

37.1 Pursuant to Clause No. 24 of GCC-Works bidder will provide Performance Guarantee of 2% of order value within 30 days of issuance of Fax of Acceptance (either through extension of EMD, if available or through equivalent BG) and 8% of Individual release order value within 30 days of receipt of corresponding intimation/ release order from the Employer. In case successful bidder opts for extension of EMD for 2% of CPBG, EMD shall be retained at owner’s end till completion of contract period (i.e. till completion of defect liability period against all the supplies awarded against this tender).
The contract performance bank guarantee shall be valid 03 (three) months beyond the expiry of defect liability period.

The Performance Guarantee shall be in form of either Demand Draft or Banker’s Cheque or irrevocable Bank Guarantee or Letter of Credit and shall be in the currency of Contract (issued by 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 bidders).

HNGPL shall not be liable to pay any bank charges, commission or interest on the same.

However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

Contract value for security Deposit/ Performance Guarantee purpose shall be excluding final GST.

37.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security (if available) and any such remedy the Owner may take under the Contract pursuant to Clause 32 (C) of GCC-Works.

37.3 There is no exemption to PSUs/ MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

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

Refer Attachment-VI.

39. WAIVER OR TRANSFER OF THE AGREEMENT

39.1. The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner.

40. ORDER OF PRECEDENCE

40.1. The Articles contained in this Section shall supplement to the Special Conditions of Contract, General Conditions of Contract – Works. Where any portion of Special Conditions of Contracts, and General Conditions of Contract – Works is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract, and General Conditions of Contract – Works only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract – Works.

41. UNSOLICITED POST TENDER MODIFICATIONS

41.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by HNGPL / MECON. Similarly, no revision in quoted price shall be
allowed should the deviations stipulated by him are not accepted by HNGPL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

42. VOID

43. VENDOR PERFORMANCE EVALUATION
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 Attachment-VI. The Period of Holiday mentioned in GCC clause no. 32 (C) shall be superseded by the period mentioned in Annexure-VI.

44. Integrity Pact
HNGPL as one of its endeavour 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 attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). 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 may be blacklisted/banned from the HNGPL business in future.

b) In case of violation of the Integrity pact by Counterparty after award of the Contract, HNGPL shall be entitled to terminate the Contract. HNGPL would forfeit the security deposits, encash the bank
guarantee(s) and other payments payable to Counterparty in such cases,

c) Subject to satisfaction of the Independent External Monitor, HNGPL may ban/ blacklist/ put on holiday
and exclude the Counterparty from future dealings until HNGPL is satisfied that the Counterparty shall
not commit any such violation in future.

d) In addition to above, HNGPL reserves its right to initiate criminal proceedings against the violating
Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may
also impose exemplary cost for the same.

e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the
above (d) is found incorrect.

**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) ******************************************************************************

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue with the
designated tender issuing officer in HNGPL.

45.0 Deleted

46.0 DELETED

47. CORPORATE / NON-CORPORATE ENTITY

47.1 The bidder shall submit an Undertaking as per **Format 18** declaring their status as Corporate /
Non-Corporate Entity.

47.2 VOID

48.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE

48.1 Following provision has been incorporated in tender for MSEs, in line with notification of
Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public
Procurement Policy on procurement of goods and services from Micro and Small Enterprises
(MSEs):

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid Security.

Tendered item is **non-splitable or non-dividable**, MSE quoting price within price band
L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered
value subject to matching of L1 price.

48.2 The MSEs owned by SC/ST entrepreneurs shall mean:

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the
unit

In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is
owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary
evidence in this regard.

48.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises
Development Act, 2006, the bidder shall submit the following:

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or 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 the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

48.4 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 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 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.

48.5 The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

49.0 Deleted.

50.0 REASON FOR REJECTIONS OF BIDS

Bidders if so desires, may seek in writing the reasons for rejection of their bid, to which HNGPL shall respond quickly.

51.0 REQUIREMENT OF PAN NO.

51.1 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 fulfillment of above requirement.

51.2 HNGPL’s PAN no. is AADCH8780N.

52.0 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”, 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 Vendors/ Suppliers / Contractors / Bidders / Consultants understands and agrees that in such cases where Vendors/ Suppliers / Contractors / Bidders / Consultants has been banned (in terms of aforesaid procedure) from the date of issuance of such order by HNGPL, such decision of HNGPL shall be final and binding on such Vendors/ Suppliers / Contractors / Bidders / Consultants and the “Arbitration clause” in the GCC and other CONTRACT DOCUMENTS shall not be applicable for any consequential issue / dispute arising in the matter.

53.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULE 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 Schedule Castes and weaker sections of the society also in order to have a fair representation of these sections.

54.0 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

55.0 INAM-PRO FOR PROCUREMENT OF CONSTRUCTION MATERIAL LIKE CEMENT WITH A VIEW TO REDUCE EXECUTION DELAYS ON ACCOUNT OF SUPPLY SHORTAGE

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 manufactures. 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 rates, 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.
56.0. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

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.

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

57.1 HNGPL shall follow GAIL Gas 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 GAIL Gas web site www.gailgas.com 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.

57.2 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 aforesaid rules.

57.3 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.

57.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirm in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

57.5 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.

57.6 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 GAIL Gas 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.

57.7 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.
57.8 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.
INSTRUCTIONS TO BIDDER FOR PARTICIPATING IN E-TENDERING:

Bidders are advised to download Notice Inviting Tender along with other tender documents from the e-Tendering portal www.tenderwizard.com/MECON using their digital signature & registered used ID. The tender should be submitted online on our e-Tendering portal only.

Please visit e procurement web portal i.e. www.tenderwizard.com/MECON

Bidders are advised to go to “Support” section available at left hand side on home page where detailed procedure for submission of bids is available.

Below mention support topic available in support section:-

1. User Manual
2. Verify Browser PKI Setting
3. E-Payment for DSC (Vendors only)
4. System Requirement

Notes:

I. Bidders are advised to ensure that their bids are uploaded in e-Tender system well before the closing date and time of bid submission by pressing “Submit” button. It has been seen that bidder who try to upload his bid at the last moment often failed because of last minute unforeseen reasons. Therefore, bidders are requested to upload & submit all documents (Technical/Un-Priced Bid and Priced Bid) well in advance and refrain from submitting their bid at the last moment. Once bid is submitted successfully, bidders shall receive a system generated acknowledgement
and response on their registered E-mail Id confirming successful submission of bid.

II. MECON or MECON’s client or ITI Limited shall not be responsible for any failure on the part of the bidder in submission of Bid.

III. Demo Session/practice of e-tendering portal shall be arranged by M/s ITI Limited, on request. Interested bidders may directly approach ITI Limited.

IV. Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. No Manual/Hard copy of bid is acceptable. Bids submitted manually shall be rejected.

V. **Bid Sheets (Schedule of Rates (Price Bid)/ Schedule of Rates (Unpriced Bid) must be downloaded only from www.tenderwizard.com/MECON for bid submission on the e-tender portal.**

VI. Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original [Note: Submission of original is not applicable for online banking transaction] in the prescribed formats and in the manner prescribed in the tender at the time of bid submission in sealed envelope. However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of un-priced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy of the Earnest Money Deposit/Bid Bond was earlier uploaded by the bidder.

*The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.*
ATTACHMENT-I

FORMS AND FORMATS
To,
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

1-1 Bidder Name: ________________________________________
1-2 Number of Years in Operation: __________________________
1-3 Address of Registered Office: ___________________________
   City________________ District _________
   State _______________ PIN/ZIP __________
1-4 Operation Address
   if different from above: ____________________________
   City________________ District _________
   State _______________ PIN/ZIP __________
1-5 Telephone Number:                                  _______________________
   (Country Code) (Area Code) (Telephone Number)
1-6 E-mail address: ____________________________
1-7 Website: ____________________________
1-8 Fax Number: ____________________________
   (Country Code) (Area Code) (Telephone Number)
1-9 Banker’s Name: ____________________________
1-10 Branch: ____________________________
1-11 Branch Code: ____________________________
1-12 Bank account number: ____________________________

ONLY FOR INDIAN BIDDERS

1-13 GST Registration number: ____________________________
BID DOCUMENT NO. 05/51/Q7AU/HNGPL/001A-i
PROJECT: CITY GAS DISTRIBUTION PROJECT AT HARIDWAR

1-14 PAN No. : _____________________________________

1-15 Whether SSI Registrant Or not : _____________________________________

1-16 Whether Proprietorship/ Partnership/: ___________________________________
    Public limited/ Private Limited firm

(SIGNATURE OF BIDDER WITH SEAL)

Note: This should be submitted in the Letter Head of the Bidder
Annexure 1 to Form F-1: MANDATE FORM

1. Bidder Name :

2. Bidder Code :

3. Address of the Bidder :

4. Particulars of Bank Account of Bidder :
   a. Name of the Bank :
   b. Name of the Branch and Address of the Branch :
   c. Branch Code :
   d. 9 – Digit MICR code Number of the Bank & Branch (As appearing in the MICR Cheque issued by the bank) (Please do not give multicity cheque book code Number):
   e. Type of account (Saving Bank, Current or Cash Credit) :
   f. Account Number :
   g. RGTS/ IFSC Code (11 digit) :
   h. NEFT Code No. :

5. E-mail address of the Bidder :

6. Contact Person(s) of the Bidder :

I/ we declare that the particulars given above are correct and complete and I/ we accord our consent for receiving all our payments through Electronic Mechanism.

Place :
Date :

______________________________
(Signature and designation of the Authorised person(s) of Bidder)
Official seal of the Vendor

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :
Date :

Signature of the Authorised Official of the Bank
Bank’s Stamp
To
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

Dear Sir,

After examining/reviewing the Bidding Documents for Works Contract Tender for **ROUTE SURVEY AND ALLIED WORKS - TWO YEARS ARC** including technical specifications, drawings, General and Special Conditions of Contract and Schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Addenda Nos. ______________.

We confirm that this bid is valid for a period of three (3) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance within thirty days of such award.

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract 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 Bid 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.

Duly authorized to sign bid for and on behalf of ________________________________

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

Note: This should be submitted in the Letter Head of the Bidder
Dear Sir,

A. We are enclosing all documents as per clause 11 of ITB i.e. “Documents Comprising the Bid” along with addendums/corrigendum.

B. In case the tenders having the bid closing date upto 30th September of the relevant financial year, and audited financial results of immediate preceding financial year is not available for turnover criteria specified in Financial BEC, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsory submit the audited financial results for the immediate three (03) preceding financial years

(SEAL AND SIGNATURE OF 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount (Currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1:</td>
<td></td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
</tr>
</tbody>
</table>

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Year __</th>
<th>Amount (Currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Net Worth</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Year __</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Current Assets</td>
<td></td>
</tr>
<tr>
<td>2. Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>3. Working Capital (Current Assets - Current liabilities)</td>
<td></td>
</tr>
</tbody>
</table>

*Refer Instructions

Note: 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]

Name of Audit Firm: [Signature of Authorized Signatory]
Chartered Accountant/CPA: Name:
Date: Designation:
Seal: Membership No.:
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 Tender document:

   (i) **Annual Turnover** shall be “Sale Value/Operating Income”

   (ii) **Working Capital** shall be “Current Assets less Current liabilities” and

   (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.

5. 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.

6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.
(To be provided on Bank’s letter head)

Bidder’s Name: _________________________
Tender No.: ___________________________

To
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

Dear Sir,

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

The Customer has informed that they wish to bid for HNGPL’s 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
Signature of Bidder
Name of Bidder:
Designation:
Seal:

…………………………………………..
Ref. .............. Bank Guarantee No. ...........
Date. ............... 

To  
M/s Haridwar Natural Gas Pvt. Ltd.,  
Bharat Petroleum Corporation Ltd.,  
Landhora, Roorkee, Haridwar,  
Uttarakhand, India, 247667  

Dear Sir(s),

In accordance with Invitation for Bid under your reference No___________  
M/s.______________________________ having their Registered / Head Office at  
________________________________(hereinafter called the Bidder) wish to participate in the said bidding for  
_________________________________________________________________  

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

We, the ____________________________________ Bank at________________________________________  
(local Address) guarantee and undertake to pay immediately on demand without any recourse to the  
bidder by HARIDWAR NATURAL GAS PVT. 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 Bidder.

This guarantee shall be irrevocable and shall remain valid upto ______________[2 months beyond the bid validity]. 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 authorised officer, has set its hand and stamp on this  
__________ day of ____________20.. at____________.

WITNESS:  

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp  

(ATTORNEY)  
(Power of Attorney No.________  
Date: ______________________

OFFICIAL ADDRESS:  

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.

2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.

3. The bank guarantee by bidders will be given from bank as specified in ITB.

4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to HNGPL.

5. Bidders must indicate the full postal address of the bank along with the bank’s e-mail/ Fax no. 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/- (Rupees one hundred crore) or its equivalent in foreign currency along with a documentary evidence under intimation to HNGPL.
To
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

Sub:
Tender no:

Irrevocable and confirmed Letter of Credit No. …………………… Amount: Rs. ………………… (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 HNGPL, 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 HNGPL 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.

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 (1993 Revised) International Chamber of Commerce brochure No. 500.

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
No.       Date:

To
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

Dear Sir,

We _____________________________________ hereby authorize following representative(s) to attend Pre Bid Meeting, un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

Name & Designation _______________________ Signature _________________

Name & Designation _______________________ Signature _________________

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

Bidder’s authorized executive is required to carry a copy of this authority letter while attending the Pre Bid Meeting, unpriced bid opening and price bid opening and submit the same to HNGPL.
NO DEVIATION CONFIRMATION

To
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

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 exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

Note: This should be submitted in the Letter Head of the Bidder.
To
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents Fax of Acceptance is issued to us for **ROUTE SURVEY AND ALLIED WORKS - TWO YEARS ARC**, 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 and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorised 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.”

Seal and Signature of Bidder

Note: This should be submitted in the Letter Head of the Bidder
## DETAILS OF SIMILAR WORK DONE DURING PAST SEVEN YEARS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of the work</th>
<th>Location of the work</th>
<th>Full Postal Address and phone nos. of Client &amp; Name of Officer-in-Charge</th>
<th>Value of Contract</th>
<th>Date of Commencement of Work</th>
<th>Scheduled Completion Time (Months)</th>
<th>Date of Actual Completion</th>
<th>Reasons for delay in project completion, if any</th>
</tr>
</thead>
</table>

Note: Copies of Letter of awards and completion certificate pertaining BEC Qualification to be enclosed (duly notarized).

The Work completed earlier than seven years need not be indicated here

The list of work, not of similar nature need not be indicated here

Failing to comply aforementioned instructions may lead to rejection of bid.

SEAL AND SIGNATURE OF BIDDER
To,
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

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.,
Haridwar having registered office at Bharat Petroleum Corporation Ltd., Landhora, Roorkee,
Haridwar, Uttarakhand, India, 247667 (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 HNGPL, 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 HNGPL 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 New Delhi.

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

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.

2. The bank guarantee by bidders will be given from bank as specified in ITB.

3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.

4. If a bank guarantee is issued by a commercial bank, then a letter to Owner confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores), or its equivalent in foreign currency along with a documentary evidence.
F-9B
PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE

Not Applicable for this tender
To
M/s Haridwar Natural Gas Pvt. Ltd.
Bharat Petroleum Corporation Ltd.,
Landhora, Roorkee, Haridwar,
Uttarakhand, India, 247667

Dear Sir(s),

We confirm that the following PF account & ESIC is under operation and shall be used for all PF & ESIC related activities for the manpower deployed by us for the work (if awarded to us).

PF REGISTRATION NO. :
DISTRICT & STATE :

ESIC Code No. :
DISTRICT & STATE :

Note: In case if bidder is not having PF & ESIC, then bidder must give an undertaking on their letter head that in case of award of work, they will:

i) Produce necessary PF code before commencement of work.

ii) Produce necessary ESIC code before commencement of work or for workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same.

(Seal and Signature of Bidder)

Note: Please submit the copy of PF registration certificate & copy of ESIC registration.
BID DOCUMENT NO. 05/51/Q7AU/HNGPL/001A-i
PROJECT: CITY GAS DISTRIBUTION PROJECT AT HARIDWAR

F-11

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:

<table>
<thead>
<tr>
<th>S. NO.</th>
<th>DESCRIPTION</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Signing and stamping each sheet of offer, original bid document including drawings, addendum (if any)</td>
<td></td>
</tr>
<tr>
<td>2.0</td>
<td>Confirm that the following details have been submitted in the Un-priced part of bid.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Covering Letter, Letter of Submission</td>
<td></td>
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<tr>
<td></td>
<td>b) Bid Security &amp; tender fee, if applicable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Bidding document along with drawings and addendum (if any)</td>
<td></td>
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<tr>
<td></td>
<td>d) Power of Attorney in the name of person signing the bid, in Physical form.</td>
<td></td>
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<tr>
<td></td>
<td>e) Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart</td>
<td></td>
</tr>
<tr>
<td></td>
<td>f) QA/QC and HSE Program relevant to this work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>g) Time completion in the form of Bar chart separately for each spread quoted</td>
<td></td>
</tr>
<tr>
<td></td>
<td>h) Copies of documents defining constitution or legal status, place of registration and principal place of business of the company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Bidders declaration that they are not under any liquidation court receivership or similar proceedings and they have not been banned or delisted by any Government or quasi Government agencies of PSU’s</td>
<td></td>
</tr>
<tr>
<td></td>
<td>j) Details and documentary proof required against qualification criteria along with complete documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>k) Confirm submission of document alongwith techno-commercial bid as per bid requirement.</td>
<td></td>
</tr>
<tr>
<td>S. NO.</td>
<td>DESCRIPTION</td>
<td>STATUS</td>
</tr>
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</tr>
<tr>
<td>3.0</td>
<td>Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)</td>
<td></td>
</tr>
<tr>
<td>4.0</td>
<td>Confirm that the price part of bid as per Price Schedule format enclosed with Bidding Document has been duly filled in signed and stamped on each page separately</td>
<td></td>
</tr>
<tr>
<td>5.0</td>
<td>Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.</td>
<td></td>
</tr>
<tr>
<td>6.0</td>
<td>Confirm that any correction in documents submitted in Physical form alongwith Un-priced part of bid has been initialed and stamped by the authorized person.</td>
<td></td>
</tr>
<tr>
<td>7.0</td>
<td>Confirm that any correction in the “Price Part” part has been signed in full and stamped</td>
<td></td>
</tr>
<tr>
<td>8.0</td>
<td><strong>Confirmation that no deviations are taken against commercial and technical specifications of the bid document.</strong></td>
<td></td>
</tr>
<tr>
<td>9.0</td>
<td>Confirm that annual reports for last three financial years &amp; duly filled in Form 3A as sought in BEC &amp; 3B (if required) are enclosed in the offer for financial assessment.</td>
<td></td>
</tr>
</tbody>
</table>

(Seal and Signature of Bidder)
INTRODUCTION:

HNGPL as one of its endeavour 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 attached copy of the Integrity Pact at Annexure-2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). 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 may be blacklisted/banned from the HNGPL business in future.

b) In case of violation of the Integrity pact by Counterparty after award of the Contract, HNGPL shall be entitled to terminate the Contract. HNGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,

c) Subject to satisfaction of the Independent External Monitor, HNGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until HNGPL is satisfied that the Counterparty shall not commit any such violation in future.

d) In addition to above, HNGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTRNAL 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.
The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue with the designated tender issuing officer in HNGPL.
ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between HNGPL, (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 ROUTE SURVEY AND ALLIED WORKS-TWO YEARS ARC.

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 co-operates with the renowned International Non-Governmental Organisation ‘Transparency International’ (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor 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) The Principal will exclude from the process all known prejudiced persons.

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:

   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.

   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 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.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion

from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor 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 exclude including blacklist and put on holiday the Bidder / Contractor from entering into any HNGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

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. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his 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.

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, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.
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 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 agreement 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 8 to 10 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. Monitor shall be entitled to compensation by the 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. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.

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 jurisdiction is the Registered Office of the Principal, i.e. New Delhi. 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.

(Name & Designation) (Name & Designation)

For the Principal For the Bidder/Contractor

Place ------------------------------ Witness 1: -----------------------------

Date ------------------------------ Witness 2: -----------------------------
F-14
DETAILS OF PROPOSED ORGANISATION

NAME OF WORK :

BIDDING DOCUMENT NO. :

The Bidder shall submit herein details of Head Office and Project/Site Organisation proposed to be deployed for execution of the work. Bidder shall also furnish the bio-data of Site-in-Charge and key personnel to be deployed.

Bidder understand that the said proposal represents the minimum deployment and the Bidder acknowledges that the said deployment may have to be augmented with additional number and/or categories, if required if directed by Engineer-in-Charge in order to compete the work within the completion schedule and quoted lump sum price.

SIGNATURE OF BIDDER  : ________________________

NAME OF BIDDER   : ________________________
**BID DOCUMENT NO. 05/51/Q7AU/HNGPL/001A-i**  
**PROJECT:** CITY GAS DISTRIBUTION PROJECT AT HARIDWAR

---

**AGREED TERMS & CONDITIONS**

To  
M/s Haridwar Natural Gas Pvt. Ltd.  
Bharat Petroleum Corporation Ltd.,  
Landhora, Roorkee, Haridwar,  
Uttarakhand, India, 247667  
Sub: **ROUTE SURVEY AND ALLIED WORKS-TWO YEARS ARC**

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.

<table>
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<tr>
<th>Sl.</th>
<th>DESCRIPTION</th>
<th>BIDDER’S CONFIRMATION</th>
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<tbody>
<tr>
<td>1</td>
<td>Bidder's name and address</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Confirm quoted prices will remain firm and fixed till complete execution of the order.</td>
<td></td>
</tr>
</tbody>
</table>
| 3   | Rate of applicable GST (CGST & SGST/UTGST or IGST) | Rate of GST along with SAC is indicated in summary of Schedule of Rates.  
If there is any change in GST, its rate, bidder must modify the same in summary of Schedule of Rates. |
| 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) | Rate of GST along with SAC is indicated in summary of Schedule of Rates.  
If there is any change in SAC, bidder must modify the same in summary of Schedule of Rates. |
| 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. 12.9 of ITB |  |
| 4   | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.  
ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. |  |
<table>
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<th>Sl.</th>
<th>DESCRIPTION</th>
<th>BIDDER'S CONFIRMATION</th>
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<tbody>
<tr>
<td>5</td>
<td>Confirm that Contract Performance Security will be furnished as per Bid Document.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.</td>
<td></td>
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<tr>
<td>8</td>
<td>Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.</td>
<td></td>
</tr>
</tbody>
</table>
| 9   | a) Confirm acceptance of all terms and conditions of Bid Document (all sections).  
    b) Confirm that printed terms and conditions of bidder are not applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| 10  | Confirm your offer is valid for period specified in ITB from Final/Extended due date of opening of Techno-commercial Bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |
| 11  | Please furnish EMD/Bid Security details:  
a) EMD/Bid Security No. & date  
b) Value  
c) Validity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |
<p>| 12  | Confirm that Annual Reports for the last three financial years [wherever financial criteria of BEC is applicable] are furnished alongwith the Un-priced Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |
| 13  | Confirm that, in case of contradiction between the confirmations provided in this format and terms &amp; conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |
| 14  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| 15  | All correspondence must be in ENGLISH language only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |
| 16  | Owner reserves the right to make any change in the terms &amp; conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |</p>
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<th>DESCRIPTION</th>
<th>BIDDER'S CONFIRMATION</th>
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<tr>
<td>17</td>
<td>Confirm that all Bank charges associated with Bidder’s Bank shall be borne by Bidder.</td>
<td></td>
</tr>
</tbody>
</table>

Place: 
Date: 
[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:
F-17
Details of Quoted Parts

Bidder’s Name: ............................................

<table>
<thead>
<tr>
<th>Description</th>
<th>Quoted/ Not Quoted</th>
<th>Amount of EMD submitted for quoted Parts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over all scope of work</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Seal & signature of bidder)
We, ....................................................confirm that we are Corporate / Non-Corporate Entity.

Signature & Seal of Bidder

Note:  
1. This should be submitted on the Letter Head of the Bidder.  
2. Please strike off “Corporate” or “Non-Corporate” whichever is not applicable.
DECLARATION

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

Further, it is our sole responsibility to ensure that any changes occurring in the above declaration during the processing of the tender are brought to the notice of Employer.

2.0 We also confirm that Neither we nor our allied agency/(ies) have been put on holiday/ banned by HNGPL/ BPCL/ GAIL Gas/ Ministry of Petroleum and Natural Gas or Project Management Consultant (PMC) of HNGPL/ BPCL/ GAIL Gas or banned by any Government Department/ Public Sector on due date of submission of bid.

2.0 We also confirm that the content of the Bidding Document including Corrigendum / Addendum (if any) have not been altered or modified.

3.0 We also confirm that we are not in the suspension list of HNGPL/ BPCL/ GAIL Gas.

5.0 We also confirm that we are not affiliated with a firm or entity,

(i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work form a part, or

(ii) that has been hired (or proposed to be hired) by the employer as Engineer / Consultant for the contract.

6.0 We confirm that “the document submitted by M/s. ........................................ (Name and address of the bidder) against tender no. ........................................ dtd. .............. are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s. ........................................(Name and address of the bidder) shall be personally responsible not only for the damages or loss to HNGPL, but also for criminal proceedings under the relevant laws”.

Signature & Seal of Bidder

Note: This should be submitted in the Letter Head of the Bidder
F-20

UNDERTAKING

We confirm that we shall deploy the equipments as per CONSTRUCTION EQUIPMENTS TO BE DEPLOYED (As per requirements of bidding document) during execution of the contract.

We confirm the requirement of key personnel & their experience for the quoted work shall be as per the stipulation of tender document, addendum & corrigendum if any.

Signature & Seal of Bidder
F-21
VOID
**Completion Certificate**

Ref.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  
DD.MM.YYYY

**Name of Work:**  
Name of Contractor:

**Length & Size of Pipeline & Scope of work:**

**Fax of Acceptance No.:**

**Letter of Award No. / Work Order No.:**

**Contractual Value:**

**Final Completion Value:** DD.MM.YYYY

**Contractual Start Date:** DD.MM.YYYY

**Contractual Completion Date**

(a) Mechanical Completion: DD.MM.YYYY  
(b) Overall Completion: DD.MM.YYYY

**Actual Completion Date**

(a) Mechanical Completion: DD.MM.YYYY  
(b) Overall Completion: DD.MM.YYYY

Extension of Time granted without levy of PRS: Up to DD.MM.YYYY

Defect Liability Period: Up to DD.MM.YYYY

Certified that all the works under the subject Contract have been completed as per contractual terms & conditions, specifications, drawings and approved deviations etc. to the satisfaction of Engineer-In-Charge.

(xxxxxxxxxxxxx)  
Engineer – In – Charge

**Note:** Format of Completion Certificate to be issued upon successful completion of work.
F-23-F-24

VOID
WHEREAS HARIDWAR NATURAL GAS PVT. LTD. (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 Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakhand, India, 247667 has entered into a CONTRACT with M/s *______________________ (hereinafter referred to as the “CONTRACTOR”) which expression shall unless repugnant to the context include their legal 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 including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be intimated by a third party, including any Banker / Financial institution / worker(s) / vendors (s) / sub-contractor(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 premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified HNGPL and all its employees and Directors including Independent Directors from and against all/ any claims(s), damages, loss, which may arise out of any litigation / 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 or its employees, Director including Independent Directors, forthwith on demand without any protest the amount claimed by HNGPL for itself and / or any of its employees, Directors including Independent 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 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 including Independent Directors arising out of said contract with respect to any such litigation / court case for which HNGPL and / or its employees and Directors including Independent 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 Contactor’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 form 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]
Authorised Representative

Place:
Dated:

Witnesses:
1.
2.
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 Haridwar Natural Gas Pvt. Ltd. in reference to Tender No. _______________ dated _______ (“Contract”).

After completion of the above-said Work under the 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, our balance entitlement under the Contract is to a sum of Rs. __________ (Rupees __________ only) as per our Final Bill dated _______ towards full and final settlement of all our claims, dues, issues and contentions from Haridwar Natural Gas Pvt. Ltd.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. _______________ and Haridwar Natural Gas Pvt. Ltd. under and with reference to said Contract stands fully and finally settled.

We further absolve Haridwar Natural Gas Pvt. Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of contractor

Dated:
ATTACHMENT – II

CONTRACT AGREEMENT
Contract Agreement for the work of -------------- of HARIDWAR NATURAL GAS PRIVATE LIMITED 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 PRIVATE LIMITED 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 of 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.

HARIDWAR NATURAL GAS PRIVATE LIMITED (NAME OF THE CONTRACTOR)

_______________________________          ____________________________
Date:___________               Date:____________
Place:___________               Place:____________

IN PRESENCE OF TWO WITNESSES

1. ___________________________
   ___________________________
   ___________________________

2. ___________________________
   ___________________________
   ___________________________
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 Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakhand, India, 247667 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 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.

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’s 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.___.___._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____._____.____.
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
ATTACHMENT – IV

PERFORMANCE EVALUATION
PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/CONSULTANTS

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.
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:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Performance Rating</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>POOR</td>
<td>Seek explanation for Poor performance</td>
</tr>
<tr>
<td>2</td>
<td>FAIR</td>
<td>Seek explanation for Fair performance</td>
</tr>
<tr>
<td>3</td>
<td>GOOD</td>
<td>Letter to the concerned for improving performance in future</td>
</tr>
<tr>
<td>4</td>
<td>VERY GOOD</td>
<td>No further action</td>
</tr>
</tbody>
</table>

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 Six months 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 clause no. 5.4 of “Procedure for evaluation of performance of Vendors/Suppliers/Contractors/Consultants”

(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**


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:

<table>
<thead>
<tr>
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<tr>
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<td>FAIR</td>
<td>Seek explanation for Fair performance</td>
</tr>
<tr>
<td>3</td>
<td>GOOD</td>
<td>Letter to the concerned for improving performance in future.</td>
</tr>
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<td>4</td>
<td>VERY GOOD</td>
<td>No further action</td>
</tr>
</tbody>
</table>
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 Six months 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 clause no. 5.4 of “Procedure for evaluation of performance of Vendors/Suppliers/Contractors/Consultants”

B) Where Performance rating is “FA IR”

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.

5.4 Procedure for Suspension of Bidder

5.4.1 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.

5.4.2 Suspension Procedure:

5.4.2.1 The suspension period shall be limited to maximum six months.

5.4.2.2 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.

5.4.2.3 Period of suspension shall be accounted for in the final order passed for putting the party for holiday
5.4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

5.4.2.5 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.

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

5.4.3 Effect of Suspension of business:

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

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

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

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

5.4.3.2.2 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.

5.4.3.2.3 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.

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

5.4.3.4 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 Gas/ 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.

9.0 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.

22.1 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.
HNGPL
PERFORMANCE RATING DATA SHEET (FOR PROJECTS)

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

<table>
<thead>
<tr>
<th>Performance Parameter</th>
<th>Delivery/ Completion Performance</th>
<th>Quality Performance</th>
<th>Reliability Performance#</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Marks</td>
<td>40</td>
<td>40</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>Marks Allocated</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Range (Marks)</th>
<th>Rating</th>
<th>Signature of Authorised Signatory:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>60 &amp; below</td>
<td>POOR</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>61-75</td>
<td>FAIR</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>76-90</td>
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<td></td>
</tr>
<tr>
<td>4</td>
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<td>VERY GOOD</td>
<td></td>
</tr>
</tbody>
</table>

105 of 260
Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

<table>
<thead>
<tr>
<th>Delivery Period/ Completion Schedule</th>
<th>Delay in Weeks</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Upto 3 months</td>
<td>Before CDD</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Delay upto 4 weeks</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>&quot; 8 weeks</td>
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</tbody>
</table>

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects

Marks to be allocated on pro rata basis for acceptable quantity as compared to total quantity for normal cases 10 marks

ii) When quality failure endanger system integration and safety of the system

Failure of severe nature - Moderate nature - Low severe nature

0 marks 5 marks 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
### 1.3 RELIABILITY PERFORMANCE  
20 Marks

#### A. FOR WORKS/CONTRACTS

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Submission of order acceptance, agreement, PBG, Drawings and other documents within time</td>
<td>4 marks</td>
</tr>
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<td>Mobilization of resources as per Contract and in time</td>
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<td>iii)</td>
<td>Liquidation of Check-list points</td>
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<td>iv)</td>
<td>Compliance to statutory and HS&amp;E requirements or Reliability of Estimates/Design/Drawings etc. in case of Consultancy jobs</td>
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#### B. FOR SUPPLIES

<table>
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</tr>
<tr>
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<td>Submission of all required documents including Test Certificates at the time of supply</td>
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HNGPL 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/
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vii) Actual delivery/ Completion date

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Marks Allocated(*)

Remarks (if any)

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Note:

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Instructions for allocation of marks (For O&M)

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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

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<th>Deviations</th>
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</thead>
<tbody>
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<td></td>
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<td>iv) Submission of all required documents including Test</td>
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<tr>
<td>Certificates at the time of supply</td>
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</table>
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.

“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.2 “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.3 “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.4 “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.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors of HNGPL

A.7 “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) and shall be the “CEO”.

A.8 “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 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.2.2 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:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Period of banning from the date of issuance of Banning order</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>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 category.</td>
<td>02 years</td>
</tr>
<tr>
<td>2</td>
<td>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</td>
<td>03 years</td>
</tr>
<tr>
<td>2.1</td>
<td>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:</td>
<td>7 years (in addition to the period already served)</td>
</tr>
<tr>
<td></td>
<td>(i) Repeated once</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Repeated twice or more</td>
<td>15 years (in addition to the period already served)</td>
</tr>
<tr>
<td>3</td>
<td>Indulged in unauthorized disposal of materials provided by HNGPL</td>
<td>7 years</td>
</tr>
<tr>
<td>4</td>
<td>If act of vendor/ contractor is a threat to the National Security</td>
<td>15 years</td>
</tr>
<tr>
<td>5</td>
<td>Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract</td>
<td>02 years</td>
</tr>
</tbody>
</table>

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

C.3.2 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.3.3 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 banning list.

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.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:
D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 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.3.2.3 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.3.3 The existing contract(s)/ order(s) under execution shall continue.

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.1 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.
SECTION – III

GENERAL CONDITIONS OF CONTRACT - WORKS

(GCC – WORKS)

HARIDWAR NATURAL GAS PRIVATE LIMITED
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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 Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakhand, India, 247667 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 CONSULTANT: means MECON LTD who are the consulting engineer to the Employer for this project and having registered office at Doranda, Ranchi.

1.1.9 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 person, firm or company.

1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works
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.

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.

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.

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.

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.

"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.

The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

"TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

"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.

"SITE" shall mean the lands and other places on, under, in or through including therein all contract documents.
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.

1.1.23 "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.

1.1.24 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.1.25 "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.

1.1.26 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.1.27 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.

1.1.28 "WEEK" means a period of any consecutive seven days.

1.1.29 "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.

1.1.30 "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.

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

1.1.32 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation 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.

1.1.33 "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 condone 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 endeavour 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 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 Works power 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 there from.

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 slip ring 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 Tenderer 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 his expense 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 authorised 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 unauthorised 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 authorised representative.
No person except for authorised 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.

2.7

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 alongwith the Tender Document, the tenderer 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 alongwith 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, super scribing “QUOTATION DO NOT OPEN” Tender for Project of HARIDWAR NATURAL GAS PRIVATE LIMITED due for opening on [Date]. 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 authorised 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) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.

vii) Details of construction plant and equipments available with the
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 informations 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 initialled 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 amounts 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 authorised 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 HARIDWAR NATURAL GAS PRIVATE LIMITED, that M/s HARIDWAR NATURAL GAS PRIVATE LIMITED 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 HARIDWAR NATURAL GAS PRIVATE 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 HARIDWAR NATURAL GAS PRIVATE 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 as to 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 due date).

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:

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Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 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 alongwith tender.

### 8 Addenda/Corrigenda

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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.

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Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation 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:

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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

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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.

11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised 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.

12.1 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.

13.1 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.

14.1 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.

15.1 The Schedule of Rates should be read in conjunction with all the other
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 clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer 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 conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise 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 latest amendments, as applicable HNGPL shall not entertain any requests 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: 20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the 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 the tenderer for any item are unusually high or unusually low, it will be sufficient cause 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:**

23.1 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 schedules 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 15 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 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 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 realised 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 Mobilisation**
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 mobilisation 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 the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure:

26.1 CONDITIONS FOR FORCE MAJEURES

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 endeavour 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 fulfilment 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:

28.1 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.

29.1 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 utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
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.

30.1 Contractor remains liable to pay compensation if action not taken under clause 29:

In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared 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 ensue 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 of 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) 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 HARIDWAR NATURAL GAS PRIVATE LIMITED 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 HARIDWAR NATURAL GAS PRIVATE LIMITED 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 neighbourhood 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.

36.5 The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed / proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into GAIL's premises.

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 into 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-IN-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 subcontractors 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: 38.1 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-IN-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
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.

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.

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. HARIDWAR NATURAL GAS PRIVATE 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, tolage, 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
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 infringes 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.

44.1 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, equipments 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: 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, informations 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:

52.1 The 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 equipments 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: 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: 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: 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.

58 Work on sundays and holidays: 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 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER
work:

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 initiated 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:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Range of Variation</th>
<th>Percentage compensation for decrease in the value of work in the respective range.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Beyond (+) 25% upto &amp; inclusive of (+) 50%</td>
<td>No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).</td>
</tr>
<tr>
<td>b)</td>
<td>Beyond (-) 25% upto &amp; inclusive of (-) 50%</td>
<td>For reduction beyond 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.</td>
</tr>
</tbody>
</table>

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.

"Certified true for ____________________________
(Name of Work)

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 purposes 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 thereof 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 form 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.
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.

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.

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

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 thereupon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/part so taken over is related, to the integrated system of the work, not withstanding date of grant of Completion Certificate for group/section/part. The period of liability in respect of such group/section/part shall extend 12 (twelve) months from the date of completion of WORK.

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

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, equipments, 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
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.

\textbf{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.

\textbf{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.

\textbf{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.

\textbf{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 alongwith 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: HARIDWAR NATURAL GAS PRIVATE 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 ROUNDELING 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 be 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 reasonably 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.

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 unauthorised 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.

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 CONTRACTOR's 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.

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 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 coverage which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage 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.
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 wilful 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.
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.


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-fulfilment 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.

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
107.1 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 [HARIDWAR NATURAL GAS PRIVATE 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:

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 DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI 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:  

111.0 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.

iii) 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:  

112.0 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:  

113.0 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 of 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 defence of every suit, action or other proceeding of law that may be brought by anyone 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 at least 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 under-cutting 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.

ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.
a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.

c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.

f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the
following standards or conditions:

a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

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 there from.

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 peace: 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 neighbourhood 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 unauthorised 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.
SECTION – IV

1.0 SPECIAL CONDITIONS OF CONTRACT (SCC)

2.0 APPENDIX TO SCC
SPECIAL CONDITIONS OF CONTRACT

&

APPENDIX TO SPECIAL CONDITIONS OF CONTRACT
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SPECIAL CONDITION OF CONTRACT

1.0 GENERAL

1.1 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.

1.2 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.

1.3 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.

1.4 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 own cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.5 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.

1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

i) Contract Agreement
ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
iii) Fax / Letter of Intent / Fax of Acceptance.
iv) Schedule of Rates as enclosures to Letter of Acceptance.
1.7 It will be the 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.

1.8 In the absence of any Specifications covering any material, design of work(s) shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

1.9 The Tenderer shall satisfy MECON / HNGPL that he possesses the necessary technical experience and has adequate equipment, facilities and manpower to ensure that contract work shall be of best quality and workmanship. Necessary particulars in this regard are to be furnished with the tender.

1.10 The Tenderer shall submit along with his tender a bar chart showing his program of executing the contract work.

1.11 The Tenderer shall submit his plan of action along with his tender giving the details of work plan for fieldwork and drawing office work such as nos. of survey teams. Composition of each team and their projected output, and drafting facilities to be deployed.

1.12 The work is to be carried out in the proposed area as per the chainages specified on Route survey maps and as per directions of Engineer-in-Charge.

1.13 The Tenderer shall obtain the necessary permission from the appropriate authorities to carryout the work i.e. collection of existing maps and complete the site survey job and keep MECON/ HNGPL indemnified from all legal responsibilities.

1.14 The Tenderer shall develop a detailed execution plan before start of the work. The whole work shall be distributed among sufficient no. of survey / Geo-technical teams to work on designated locations independently. Each team shall be headed by an experienced surveyor/Geo-technical expert having similar experience along
with a team of skilled/semi skilled staff. The Tenderer shall co-ordinate his work distributed among various teams/groups.

1.15 The Tenderer shall mobilize at his cost all necessary instruments, materials, consumable, tools and tackles, power, transport, etc. required for undertaking the work.

1.16 The Tenderer shall familiarize himself with the site conditions before submission of tender. Failure to do so shall not absolve him of his responsibility about proper execution of contract work. No claims for extra payment due to any special site conditions shall be considered after acceptance of tender.

1.17 The Tenderer shall perform his services as per the technical specifications and obtain necessary clarifications and instructions from the Engineer-in-Charge, if necessary.

1.18 Depending on site conditions and engineering requirements, MECON/ HNGPL reserves the right to change the locations and limits of investigations to any extent from time to time during the execution of work.

1.19 The Engineer-in-Charge reserves the right to accompany the Tenderer to the site at any time during the execution of the work with or without prior intimation to the Tenderer.

1.20 During the execution of the work at site, the instructions given by the Engineer-in-Charge shall be final and binding on the Tenderer and shall be observed in full with respect to technical specification, drawing, methods of conducting work priorities of various part of work and any other instruction as may be necessary.

1.21 The work shall be inspected and passed by the Engineer-in-Charge from time to time at site. The Tenderer shall provide all facilities for such inspections free of cost. Not withstanding any inspection of the site, MECON/ HNGPL shall have the right to reject any work not conforming to the technical specification without being liable for any explanations or compensations.

1.22 During the execution of the work, if any problem arises which is not covered by the technical specifications, the Tenderer shall seek necessary clarifications and instructions from the Engineer-in-Charge. Such instructions shall be binding on the Tenderer and shall be observed in full.

1.23 The Tenderer shall strictly follow statutory requirements/obligations including government byelaws and also the instructions issued by the Engineer-in-Charge from time to time.
1.24 The Tenderer shall have no claim whatsoever against MECON/ HNGPL for reduction or increase in the scope of work either in part or full at any stage of work. In case quantities under a particular item are increased the same shall be executed at the contract rates.

1.25 All data/information including any unusual data/information obtained during site survey/Geo-technical Investigation shall be immediately brought to the notice of Engineer-in-Charge.

1.26 Location plans, maps, sketches etc. shall be passed on to MECON/ HNGPL and shall become MECON/ HNGPL property.

1.27 The Tenderer shall ensure timely and satisfactory completion of the contract work.

1.28 A survey report comprising descriptive note regarding the site conditions and special features shall be submitted along with route plans. Detailed sketches to be made wherever required or desired by MECON/ HNGPL.

2.0 PHILOSOPHY OF EXECUTION

2.1 It is intended to select suitable agencies for carrying out topographic survey work along with Geo-technical investigation of stations and Hydrological, Geotechnical, Topographical survey for Major Water Bodies falling en-route the Pipeline networks for respective Geographical areas covered in the scope of work.

2.2 The scope of work defined in the tender is to be carried out in following methodology:

i) Plot / Topographic Survey of various stations & other plots (if required) along with their approaches.

ii) Geotechnical survey of above stations / plots.

iii) Topographical, Geotechnical details and Hydrological Survey of Major Water Bodies

iv) Preparation of Survey Report along with topographic survey drawing of all plots and Geo-technical details of the various plots and Topographical, Geotechnical details and Hydrological Survey of Major Water Bodies in required number of sets in Hard and soft copies.
2.3 The work is to be carried out as per the work order to be issued to the contracted agencies by the Engineer In-charge on the basis of item rates and as per the Schedule of Rates indicated in the work order.

3.0 VOID

4.0 SITE CLEANING AND RESTORATION

4.1 The Contractor shall ensure cleaning of the work sites from time to time for easy access to work site and also ensure safety precautions in that area.

5.0 SCOPE OF WORK

The Scope of Work shall be as set out in Technical Specification.

6.0 INCOME TAX & CORPORATE TAX

Please refer clause no. 51 of ITB, Vol I.

7.0 VOID

8.0 VOID

9.0 MOBILISATION ADVANCE

No Mobilization advance shall be paid for this particular contract/ tender.

10.0 MEASUREMENT OF WORKS

In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of Appendix-II to SCC shall also apply.

11.0 TERMS OF PAYMENT

Basis and terms of payment shall be as set out in Appendix-I to SCC.

12.0 VOID

13.0 STATUTORY APPROVALS

13.1 The approval from any authority (e.g. BR Inspector, Electrical Inspector) required as per statutory rules and regulations of Central State Government local Bodies.
shall be the contractor’s responsibility unless otherwise specified in the bid document. The application on behalf of the 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.

13.2 The inspection of the works by the authorities shall be arranged by the Contractor and necessary co-ordination 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.

13.3 Any change / addition required to be made to meet the requirement 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.

14.0 TESTS AND INSPECTION

a. The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.

b. 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.

c. The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all Instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

d. The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.

e. Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectifications at his own cost.

f. All results of inspection and tests will be recorded in the inspection reports,
Performa of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

g. For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the owner shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.

h. Statutory fees paid to authorities and for repeat tests and inspection due to failures repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.

i. Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

15.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

15.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.

15.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by HNGPL/MECON. 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/MECON 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.

15.3 Employer/Consultant will utilize these data for processing and verification of the Contractor's bill and payment.

16.0 QUALITY ASSURANCE / QUALITY CONTROL

a. Bidder shall include in his offer the Quality Assurance Program containing the overall quality management and procedures. This is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance program shall be prepared by the contractor for the execution of contrast for various works, which will be mutually discussed and agreed to.

b. The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
c. Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a 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 manufacture’s works and dispatch of materials.

d. The Owner/Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/ site as deemed necessary for quality assurance.

e. 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

f. 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.

17.0 COMPLETION DOCUMENTS

The Contractor shall submit the following documents as a part of the completion documents. These will be in addition to those mentioned in the General Conditions of Contract.

i) Two sets of drawings (both in PDF Format as well as in AutoCAD latest version) in DVD and one set in pen drive.

ii) Any other reports / certificates / drawings as stipulated in the Technical Specifications in triplicate.

18.0 CO-ORDINATION WITH OTHER AGENCIES

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 response In case of any
dispute, the derision of Engineer-in-Charge shall be final and binding on the Contractor

19.0 **WRONG INFORMATION**

If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, HNGPL/MECON reserves the right to reject his BID without any reference to the Bidder.

20.0 **ADDITIONAL WORKS/ EXTRA WORKS / VARIATION IN QUANTITIES**

Employer/Consultant reserves 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 Employer/Consultant Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

21.0 **PROJECT PLANNING SCHEDULING AND MONITORING SYSTEM**

The Contractor shall follow the specifications with respect to project planning, scheduling and monitoring system as laid down in Appendix-II to this Special Conditions of Contract

22.0 **SURVEY EQUIPMENT AND ORGANIZATION**

a. **Survey Equipment**

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipments and tools arid tackles and augment the same as decided by the Engineer-in-charge depending on the exigencies of the work so as to suit the schedule, without any additional to owner The bidder-shall submit a list of equipments he proposes to deploy for the subject work along with deployment schedule. No equipment shall be supplied by the Owner.

b. **Organization (Head Office & Site Office)**

The bidder shall submit the details of organization proposed by him at head office & site of work for the implementation of the works under the contract, together with bio data of the key personnel. The contractor shall
however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by Engineer depending on the exigencies of work to suit the construction schedule without any additional cost to owner.

23.0 **FINAL INSPECTION**

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 defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the owner brings them to his notice. The Owner shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

24.0 **STATUTORY VARIATION IN TAXES & DUTIES**

Refer ITB.

25.0 **SINGLE POINT RESPONSIBILITY**

The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

26.0 **BONUS FOR EARLY COMPLETION**

The Clause 27.3 of GCC for Bonus for early completion shall not be applicable in this Contract.

27.0 **ARBITRATION**

27.1 Clause No.107.0 of GCC pertaining to Arbitration shall be replaced by the following:

27.1.1 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.

27.1.2 The Employer (HNGPL)/Consultant 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.
27.1.3 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.

27.1.4 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 New Delhi, India.

27.1.5 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.

27.1.6 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

27.1.7 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 centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

28.0 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."

29.0 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 or 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."

30.0 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. The PMC/HNGPL site engineer/DGM/CM will check the measurement as recorded in the Measurement Books/Bills.

31.0 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.

32.0 PRICE REDUCTION SCHEDULE (PRS)

Clause No: 27.0 of GCC, pertaining to Compensation for Delay (Price Reduction Schedule) stands modified to the following extent: HNGPL/MECON shall monitor the progress of each activity as per Time Schedule mentioned in tender documents. HNGPL shall apply PRS for delay in completion of each activity @½% per week or part thereof of the amount of that activity subject to maximum of 5% of total order value.

Price Reduction Schedule to be applicable against order value of individual letter of intimation/written intimation and not on the total ARC value.

Completion period will be counted from date of issuance of written intimation (Letter of Intimation).

The value referred in PRS clause is excluding GST.

33.0 ANNUAL RATE CONTRACT CONDITIONS

i) HNGPL can award to contractor as per Schedule of Rates (SOR) in bid document as & when required during the validity of Rate Contract which will be two years from the date of Fax of Acceptance, on successful bidder. Item wise
required quantities shall be informed to successful bidder by HNGPL through a written Intimation against subject Rate Contract during its validity.

ii) Contract Performance Bank Guarantee (CPBG) of 8% of order value of Individual order shall be submitted by successful bidder(s) within 30 days of the issuance of each written intimation in line with clause no. 37 of ITB. This shall be in addition to CPBG of 2% of total contract price submitted within thirty days of issuance of FOA.

iii) Price Reduction Schedule for delay in completion, Defect liability period and contract value for Limitation of Liability will be applicable for each order separately.

iv) Completion period will be counted from date of written intimation.

v) Quantities in SOR are estimated and payment will be made on actual work done basis.
APPENDIX TO SPECIAL CONDITIONS OF CONTRACT
INDEX

1. Appendix – I : Terms of Payment
2. Appendix – II : Measurement of Work
3. Appendix – III : Project Planning, Scheduling and Monitoring System
4. Appendix- IV : Time Schedule
APPENDIX-I

TERMS OF PAYMENTS

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 item No. "A"

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment on mobilisation of Equipment / Manpower at site duly certified by EIC</td>
<td>60%</td>
</tr>
<tr>
<td>Payment on Demobilisation of Equipment / Manpower at site duly certified by EIC</td>
<td>30%</td>
</tr>
<tr>
<td>Payment on closure of contract.</td>
<td>10%</td>
</tr>
</tbody>
</table>

For Item No. "B", "C-1", "C-2", "C3", "D", "E" &"H"

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment on completion of fieldwork and submission of draft report along with draft drawings(as applicable).</td>
<td>45%</td>
</tr>
<tr>
<td>Payment after incorporation of comments on draft reports &amp; drawings and clearance from EIC for submission of final report.</td>
<td>25%</td>
</tr>
<tr>
<td>Payment on submission of final report along with final drawings duly accepted by EIC.</td>
<td>20%</td>
</tr>
<tr>
<td>Payment on closure of contract.</td>
<td>10%</td>
</tr>
</tbody>
</table>

For Item No. "I"
<table>
<thead>
<tr>
<th>Activity</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>On submission of Application</td>
<td>15%</td>
</tr>
<tr>
<td>On getting Approval</td>
<td>40%</td>
</tr>
<tr>
<td>Signing of agreement</td>
<td>35%</td>
</tr>
<tr>
<td>On final hand over of documents</td>
<td>10%</td>
</tr>
</tbody>
</table>

**Any other work (Not mentioned above)**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of individual work progressively</td>
<td>90%</td>
</tr>
<tr>
<td>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:</td>
<td>10%</td>
</tr>
</tbody>
</table>

Note: 1. Any further break-up 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.
APPENDIX - II

MEASUREMENT OF WORK

1. Payment will be made on the basis of Joint measurements, to be taken by contractor and certified by Engineer-in-charge.

2. Indian standard methods of measurements (IS:1200), as last amended, shall be referred for measurement purposes, where applicable.

3. Measurement of areas shall be in Sqm. or part thereof, correct to the nearest two places.

4. Linear measurement will be in meters corrected to the nearest centimeter.

5. Wherever the unit of item has been indicated as lump sum, the payment shall be made on lump sum basis on completion & no mode of measurement shall be applicable.
APPENDIX-III

PROJECT PLANNING, SCHEDULING AND MONITORING

The following schedules/Documents / Reports shall be prepared and submitted by the contractor for review/approval at various stages of the contract.

1.1 ALONGWITH BID

1.1.1 Time Schedule

The bidders are required to submit a Project Time Schedule in the linked bar chart from along with the bid. The schedule shall cover all aspects like Topographical Survey, Geo-technical Investigation within the completion time for the various plots / areas as indicated in the Bidding document. The owner interface activities shall be dearly identified with their latest required dates. Owner reserve the right to disqualify the bidder if the above schedule submitted by the bidder is not in line with overall project requirement.

1.1.2 Planning, Scheduling & Monitoring System

The bidder should describe his system of Project Planning, Scheduling & Monitoring to the extent of computerization, level of detailing, tracking methodology etc. with the name of computer packages and sample outputs.

1.2 PROJECT REVIEW MEETINGS

The contractor shall present the programmed and status at the reviews meetings as required.
1.2.1 Weekly Review Meeting

Level of Participation : Contractor’s/ Consultants RCM / Site In-charge and Job engineers.

Agenda : a) Weekly program versus actual achieved in the past week and programme for next week
b) Remedial actions and hold-up analysis.
c) Client query/ approval

Venue : Site Office

1.3 PROGRESS REPORTING

1.3.1 Weekly Reports

This 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) Record of Man-days lost
c) Percentage progress scheduled and achieved

d) Resource deployed men and machinery

e) Record of Man-days lost

1.3.2 Daily Progress Report

This report shall be prepared and forwarded by the contractor on a day to day basis giving covering the following activities:

a) Activities Programmed during the day.
b) Quantities achieved against target
c) Activities Programmed for the next day
d) Resource deployed men and machinery
e) Record of Man-days lost
f) Percentage progress scheduled and achieved

The above details of the progress shall be mailed to the Engineer-in charge / RCM / SIC on a daily basis at the end of the day.
**APPENDIX-IV**

**TIME SCHEDULE**

The work shall be carried out on Annual Rate Contract Basis with ARC period of 2 years from the date of issuance of FOA.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item Description</th>
<th>Completion period</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Mobilisation</td>
<td>Within 1 (one) week from date of intimation (for scope of work mentioned in the letter of intimation).</td>
</tr>
<tr>
<td>ii)</td>
<td>TOPOGRAPHICAL SURVEY</td>
<td>Within 3 (three) Weeks from Date of Intimation.</td>
</tr>
<tr>
<td>iii)</td>
<td>ROUTE SURVEY INCLUDING CORROSION SURVEY</td>
<td>8 (eight) Weeks from Date of Intimation.</td>
</tr>
<tr>
<td>iv)</td>
<td>CROSSING SURVEY</td>
<td>Within 2 (two) Weeks from Date of Intimation.</td>
</tr>
<tr>
<td>v)</td>
<td>GEOTECHNICAL INVESTIGATION IN PLOTS/Rivers</td>
<td>Within 4 (four) Weeks from Date of Intimation.</td>
</tr>
<tr>
<td>vi)</td>
<td>AREA SURVEY</td>
<td>Within 8 (Eight) weeks from date of intimation (with Area survey scope up to 20 Sq Km)</td>
</tr>
<tr>
<td>vii)</td>
<td>GIS/LIS WORK</td>
<td>Within 24 (Twenty Four) weeks from date of intimation</td>
</tr>
<tr>
<td>viii)</td>
<td>PERMISSIONS Railways /State highways/Water body crossing/Major District road/Gram Panchayat Road/ OFC telephone cables/State PWD/Development Authority /ROU from Land owner/Municipal permission OR any other authority</td>
<td>Within 5 months from date of intimation</td>
</tr>
<tr>
<td>xi)</td>
<td>PERMISSIONS National Highway/Social Forest /Protected Forest</td>
<td>Within 6 months from date of intimation</td>
</tr>
</tbody>
</table>

In case of delay in completing any activity within time schedule mentioned above, PRS clause shall be applicable against each item individually as per relevant clause.
SECTION – V

PARTICULAR JOB SPECIFICATION
SCOPE OF WORK & TECHNICAL SPECIFICATION FOR SURVEY WORKS
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2.0 OBJECTIVES
3.0 SCOPE OF WORK
4.0 SURVEYORS' RESPONSIBILITY
5.0 SCOPE OF SUPPLY
6.0 INFORMATION REQUIRED ALONGWITH THE BID
7.0 DRAWINGS AND DATA SHEETS
8.0 DOCUMENTS/ DATA SUBMISSION
1.0 PROJECT DESCRIPTION

M/s HNGPL proposes to lay a grid of Gas Pipeline for transportation of natural gas from City Gate Station to various CNG stations and other domestic and industrial consumers for city gas distribution in the Geographical Areas (GA) of Haridwar based on PNGRB authorization. The GA map of Haridwar is attached.

2.0 OBJECTIVE

Based on the table top study, preliminary route selection already carried out, the total length of gas pipeline has been mentioned in the Schedule of Rates (SOR) for various Geographical Areas. Routes for various Geographical Areas need to be studied in detail to obtain the following information’s:-

a) Study of selected route for establishing exact route and ascertaining the correct route length.

b) Physical features of the terrain along the route for planning, engineering and execution purposes. This includes crossings for roadways/railways/water bodies and other special features on route.

c) Soil characterization including corrosion resistivity of soil along the approved route for planning, engineering and execution purposes.

d) Study and record the land ownership data along the route for acquisition of Right of Use / Way.

e) Study of hydrographical and subsoil properties for water bodies like canal, major drains coming across the route for planning, engineering and execution purposes.

f) Observe and record other major parameters along the route for environmental impact assessment.

g) Obtain and compile the data in a unified and prescribed manner for planning, engineering, execution, operation & maintenance and controls in future.

3.0 SCOPE OF WORK

3.1 The scope of work of contractor specified in this document shall include, but not limited to the following. In case of conflict of this document with enclosed technical specifications, requirements mentioned in this document shall be governing.

The location of starting points and termination points of survey of pipeline shall be decided / fixed by HNGPL/MECON and shall be informed to the Contractor during detailed pipeline route survey.
3.2 Develop a plan and approach methodology to carry out the Survey keeping in mind/ account the needs of pipeline construction, operation, maintenance and safety.

3.3 To identify and procure, topo sheets and other data from approved sources, and digitize and develop a city map showing latest developments along with the pipeline route actually surveyed duly marked on the developed map.

3.4 Carry out a Check Survey / Route Verification Survey and examine the feasibility of laying a gas pipeline along the proposed route as shown in the attached drawing and put up to HNGPL / MECON for approval before starting the Detailed Route Survey.

3.5 Carry out detailed Survey of the proposed / selected routes as per attached SOR from the City Gate Station (CGS) or other point through identified mandatory points, if any, to the terminating point in the vicinity of city by deploying:

i) Personnel's having expertise and skills in the fields of remote sensing, engineering surveys and land survey, digitization, image analysis, system analysis and other associated disciplines.

ii) Appropriate techniques of remote sensing, global positioning surveying, digitisation & image editing/ processing, system analysis etc. as per requirement.

iii) Needed equipment, tools, hardware’s and software’s to carryout work including data analyzers, scanners, digitizers, image editors, image processing software’s, plotters, database, operating software’s & hardware’s; GPS, EDM etc along with accessories & software’s.

iv) Mapping of survey data with the digitized maps from the satellite Imageries(available with HNGPL).

Note: The width of corridor for Survey shall be 15 M from either side of the road edge / road side drain / or upto the adjacent property limit (along selected pipeline route) in the city portion.

For the City portions, the proposed pipeline route shall be marked on the side of the road edge with least encumbrances, however the Surveyor will indicate all the features identified within the corridor limit specified above on the digitized route map. The Route map along with the detailed sketches for all the crossings etc. shall be prepared in AUTOCAD.

Following features shall be shown identified and shown in the various outputs of survey.
i) Physical features (Permanent & temporary) like parks, lawns, buildings, shops, etc. along with
the Names of Localities, Roads, Streets, Parks, Major Buildings and Plot No’s, etc.

ii) Identification of rivers, nullahs, major drains, culverts, manholes etc along with Invert levels /
water level and surrounding ground levels.

iii) Identification of transmission lines (HT & LT.) along with Power line Ratings and location of electric
poles, etc.

iv) Identification of Highways, roads, lanes, & bye- lanes. All the details like name of roads,
carrigeway widths, type of road / pavement like Kuchha / Pakka roads, CC Roads, Bituminous
Roads, Tiled footpaths etc. to be clearly specified along with the Reduced levels of Road / Footpath at regular interval along the pipeline route / locations where the levels are abruptly varying.

v) Identification of Bridges, fly-over & crossings specifying width of crossing, width of waterway, etc.

vi) Permanent structures, cluster/ row of trees etc.

vii) Any other major feature along the pipe route.

v) Surveyor will point out obstructions along the proposed pipeline route and suggest
alternate routes indicating diversions. Further, the Surveyor will make a detailed list of
agencies whose permission/ clearance will be required during laying of the pipeline

vi) Surveyor will submit route plans, showing the detailed structures, service lines etc.
in incorporating the proposed and alternative pipeline routes.

vii) Surveyor will identify area along pipe route where ROU compensation is to be paid and
its price implication. Permissions to be obtained from Government agencies i.e. PWD,
Municipality, Civil authorities, Defence etc.

viii) Surveyor to submit the estimation of approximate distance to be covered along the
pipeline route.

ix) Surveyor to indicate other important data/ information such as future development
plans, proposals for bridges, fly-overs, OFC/HT/LT networks, widening of city roads,
Sewerage & drainage network etc.

x) Wherever the satellite imageries are not required/ available, the work to be done in a
manner so that the deliverables are GIS compatible.

xi) Location of very congested locations where it may be unsafe to lay pipeline.

xii) Locations of State Transport Depots and Private Bus Depots/ fuelling stations.

3.6 To handle, process and store the satellite data. The processing to include display and
control of raster image, creating histogram/LUT/VLT, editing, assign settings and options,
contrast adjustments, image fusion, modify image geometry and spatial enhancement.

3.7 To handle, process and store the toposheets, engineering drawings/ data/ reports,
cadastral survey maps/land records, all other information. The processing to include
scanning, cleaning & editing of raster images, mapping, filtering, warping, mosaicking,
plotting; image fusion /merging with spatial data, corrections, geo-referencing, editing
and plotting.

3.8 To carry out the detailed check / route verification survey of pre-determined stretches/
selected routes using approved methodology including use of GPS & EDM specially for
major crossings and turning points for assessment of the feasibility of laying the pipeline
along the proposed routes, marking the Pipeline alignment in a broad way [to enable the
further detailed survey, soil investigation etc along the alignment. The check / route verification survey to include suggestions, modification in the proposed alignment, detours/ diversions and avoidance of routes due to new developments in the area, ghat section, simultaneous collection of data/ information of the local / goverment plans & projects, corridor survey by other companies/ authorities in the vicinity, reservation/ de reservation of forests & other protected area etc.

3.9 As far as possible only electronic markers be placed for identification of the alignment on digitized route drawings.

3.10 Tie-in of the starting and termination point of the proposed pipeline survey to the grid-control system being used for end facilities and geo-referencing of the route alignment to an approved system.

3.11 To carryout mixing of the imagery with ground verification survey/ check survey, editing and plotting.

3.12 To provide suitable office space to HNGPL/MECON representatives within his premises during the entire period of Detail Route Survey in order to carry out inspection, supervision and customisation.

3.13 To offer intermediate and final works to the HNGPL/MECON representative for scrutiny, authorise mid-course changes/ modifications, if any, and quality assurance purposes. To provide in-depth and knowledgeable explanation to HNGPL/MECON representative during each stages of the process. [This shall not absolve SURVEYOR from his responsibility to produce work of high quality and maintain the time frame agreed.]

3.14 Based on the suggestions and alterations/corrections by HNGPL/MECON, to submit a draft and on approval a Final Report enclosing final sets of all deliverables in specified copies.

3.15 To obtain all necessary permissions/approvals by the concerned authorities to carryout the survey work related to use of satellite imagery, satellite position based survey, revenue/land survey, entry/passage/access to and from private property, reserved forest, restricted/prohibited area etc.

3.16 To return in good condition to HNGPL/MECON all satellite imagery, topo sheets, maps, drawings, data sheets, survey plans, land records etc in original obtained for the Detailed Route Survey works. In case of any damage, the Surveyor to renew, replace the same.

3.17 To maintain complete confidentiality of the documents and progress/ development of Route Survey and on completion to furnish an undertaking for having kept no copy of the maps/ images/ records at his end.

3.18 To indemnify HNGPL /MECON & their representatives from any copyright / statutory violations by his work. Only authorised copies /versions of Softwares and equipment be used for the entire work.
3.19 To submit daily & weekly progress reports for each survey and attend progress review meetings at designated location with HNGPL/MECON representatives. Presentation of route survey data in the form as defined in the document.

3.20 To provide all fares, transport, accommodation and lodging/boarding expenses to his employees/vendors during travel for the reconnaissance survey.

3.21 All reworks/ resurvey in case of doubt, discrepancy, change in route, problems in methodology, better option etc; shall be undertaken in consultation with HNGPL/MECON on case to case basis, depending on:

- Connectivity with adjoining surveys.
- Geocoding be done and closing of surveys at both the ends.
- Data and inputs to be organised in a prescribed manner and output be generated as specified in this document / specified by HNGPL / MECON representative.

Note: No compensation and/or additional time will be allowed for above.

3.22 To consider included all necessary activities, expertise and quality assurance aspect of works & skills in his scope of work, to ensure completeness of details whether explicitly mentioned in the tender document or not, in order to achieve the targeted objective.

3.23 The scope of work shall also include any other item/work required to complete the work in all respects as per specifications, drawings and instructions of HNGPL/MECON Representative whether specifically mentioned herein or not, but is required to fulfil the intended purpose of this tender document.

3.24 The bidder has to identify the optimum route and accordingly crossings shall be finalized.

The permission should also include permission for any roads which are connecting to or terminating at Highway and are within the ROU of the Highway. Even if the permission for these roads is required to be obtained from separate authority, bidder will obtain permission from same without any additional cost.

4.0 SURVEYORS' RESPONSIBILITIES

4.1 Surveyor shall provide all qualified skilled/ unskilled personnel to carry out the entire job, all survey and other equipment, tools, tackles and other necessary materials and facilities required to complete the job to the entire satisfaction of HNGPL/MECON representative in accordance with the requirements of the tender document.

4.2 Surveyor shall also be responsible for arranging, acquiring all data/ maps (where not available with MECON/ HNGPL), access, permissions and other activities/ services
required for and or incidental to performing the work tendered.

4.3 Location of Survey of India Bench-marks and determination of their values including tieing-in of proposed pipelines profile to the same shall also be Surveyors’ responsibility in the feasibility study.

4.4 Main historical data for major rivers & broad assessment of flood at major crossings be also furnished by the surveyor along the pipeline route.

4.5 Surveyor shall be responsible for settling all compensation and disputes arising out of any damages caused by him or his workmen during the execution of work.

4.6 Collection of all information regarding the proposed development plans etc. of the state through which the pipeline passes from the concerned departments of Government of India/State Governments, private/public institutions/ companies etc. within reasonable distance on either side of the proposed pipelines alignment. Information about future plans, irrigation projects, infrastructure projects, afforestation plans, defence, industrial projects by private/public enterprises in the vicinity be also collected and furnished.

5.0 SCOPE OF SUPPLY

5.1 HNGPL/MECON shall not supply any material, manpower or equipment for the tendered work.

5.2 The procurement and mobilization/supply in sequence and at appropriate time of all equipment, data, skills, accessories, materials, softwares, hardwares and consumables etc. required for completion of all works covered under this contract shall be entirely the responsibility of the Surveyor.

5.3 All positioning system, survey equipment, operating personnel including travel cost of operator, their lodging and boarding, local transport, transportation of equipment to and fro, surface transport insurance, any other items required to complete the work as per the requirements of this Tender Document and directions of HNGPL/MECON representative shall be supplied/arranged by the Surveyor at his cost without any liability on the part of HNGPL/MECON. All licences authorization/levies/charges for connectivity with satellites shall be Surveyors’ responsibility.

5.4 The flag marks shall be properly chosen and marked at major crossings, specified locations and major turning points etc on the maps/drawings including the facility of the Path Finder in such a manner that the same are identifiable at the time of subsequent detailed survey & cadastral survey.

6.0 Void
7.0 DRAWINGS AND DATA SHEETS

Proposed Route for pipeline and typical output drawing format is enclosed.

A. Haridwar
8.0 DOCUMENT/DATA SUBMISSION

8.1 Contents and presentation of survey data/records shall be reviewed/approved by HNGPL/MECON in the initial stage on sample drawings/documents to be prepared by the Surveyor. The Surveyor shall incorporate all comments/suggestions given by HNGPL/MECON and prepare all documents accordingly.

8.2 Two sets of paper copy of completed drawings/data/documents shall be submitted by the Contractor for HNGPL/MECON’s review in the form of draft report. Comments, if any, shall be incorporated by the Contractor. This report can be demanded in parts and in different phases as per discretion of HNGPL/MECON.

8.3 All drawings, reports, format, etc. forming the part of submission to HNGPL/MECON shall be prepared on approved computer package. All drawings, including, but not limited to alignment sheets, crossing drawings, soil profiles etc. shall be prepared using AutoCAD. All reports, formats, write-ups, charts shall be prepared on computer using software package compatible with MS Office 2007 or higher version.

8.4 Final drawings/data/documents, after incorporation of comments by Surveyor, shall be submitted to HNGPL/MECON in the following number of copies.

   a) Drawings (Alignment sheets, Route map & ) - Four paper copies in color, one tracing paper and copy on DVD.
   b) Soil Resistivity Report - Four paper copies and one copy on DVD.
   c) Geo-technical investigation Report - Four paper copies and one copy on DVD ROM
   d) Overall Survey Report and Records - Four paper copies and one copy on DVD ROM
TECHNICAL SPECIFICATIONS ROUTE SURVEY
Detailed Route Survey CNG Gas Distribution Pipeline
HNGPL

TECHNICAL SPECIFICATIONS
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11.0 MAPS AND DRAWINGS

ATTACHMENTS (TO BE PROVIDED AT THE TIME OF AWARD OF CONTRACT)

SAMPLE FORMATS
1. PIPELINE ROUTE MAP
2. ALIGNMENT SHEET
1.0 **SCOPE**

This specification covers the minimum requirements of topographical survey along the pipeline route including locating the center-line of pipeline alignment on the ground, constructing survey monuments, field measurements for planimetry and profiles and preparation of drawings and documents.

This specification also covers the minimum requirements for soil investigation for the purpose of visual engineering classification of soil along the pipeline route.

2.0 **REQUIREMENTS**

2.1 All survey works shall be performed by or under the supervision of a qualified surveyor.

2.2 All measurement shall be in metric units.

2.3 The readings and noting shall be neat, legible and scorings and over-writing shall be duly initialed by the Surveyor.

3.0 **PRELIMINARY & LOCATION SURVEYS**

The Surveyor is expected to make himself aware of the general conditions of the terrain before starting detailed survey. A Check Survey / Route Verification Survey of the pipeline route as proposed in the attached drawing is to be verified and finalised before starting detailed survey.

3.1 **Alignment & Location Surveys**

A preliminary survey for locating the centerline of pipeline alignment on the ground shall be carried out as follows:

3.1.1 Surveyor shall make a preliminary survey along the route of the proposed pipeline to establish and flag control points.

3.1.2 Surveyor shall locate and identify the existing features or obstructions along the route that are not shown in available maps or drawings. Mining and built up areas shall be avoided.

3.1.3 Where it becomes apparent that a better route could be followed, the Surveyor shall consult the HNGPL /MECON for authorization to make a change.
3.1.4 Turning Points (TPs) shall be located by Surveyor in consultation with COMPANY/ENGINEER considering the following:

- To avoid obstruction along the line, by ranging on ground and shifting the Turning Points if need be.
- Check for terrain gradient by using hand clinometer.
- Ensure proper angle of crossing of keeping as nearly right angle (to road/rail/streams, etc.) as possible. The right angle may be laid on ground by using a chain or string lengths in ratio of 3, 4 & 5.
- To check from construction point of view and avoid objects like power, telephone and telegraph poles, walls, tube wells or such other structures like boundary walls, houses, etc. should be at a sufficient distance so that not to get damaged during construction.

4.0 CROSSINGS

4.1 General

As far as possible, crossings shall be made at right angles. The Surveyor shall record the angles of crossing for all fences, property lines utilities, roads, railways, canals, stream etc., that are crossed. In addition the true bearings of the centerline of the road, railway, canal, etc. as well as that of the pipe Centerline shall be recorded.

4.2 Railway Crossings

The angles for all railway crossings shall be as close to $90^\circ$ possible, but in no case less than $85^\circ$ to the centerline of the railway.

4.3 Primary Road Crossings

Primary roads are the National & State Highways, all whether roads (paved/unpaved) and roads providing access to major installations. The angle of crossings shall be as close to $90^\circ$ as possible, but in no case less than $80^\circ$ to the centerline of the road.

4.4 Secondary Road Crossings

The angles of crossing for secondary roads shall be as close to $90^\circ$ as possible, but in no case less than $45^\circ$ to the centerline of the roads.
4.5 River/ Stream/ Nala Crossings

These crossings shall be established as close as possible to the locations shown on the route map. Crossings shall be located in a comparatively straight reach of the river where the banks are stable and there is sufficient area for construction. Angle of crossing shall be as close to 90° as possible.

4.6 Canals/ Drainage Ditch Crossings

The angle of crossing shall be as close to 90° as possible but in no case less than 60° to the centerline of the canal/ drainage ditch. Crossings shall be located where there is no evidence of slumping or erosion of banks or bed.

4.7 Utility Crossings

Utilities crossed shall be located at their centerlines with stakes containing station numbers in the survey. The angle of crossings shall be measured and locations established relative to their above ground facilities. The names and sizes of all utility lines shall be included in the survey notes. In the cases of overhead power and telephone lines the distance to the poles and towers on each side of the survey line shall be measured and the numbers of poles or towers noted. Line voltage shall also be recorded. Where possible the survey shall be established so that there is a minimum distance of 50 meters from the survey line to the nearest High Tension pole or tower.

Underground utilities shall be located as far as possible and staked for a minimum distance of 25 meters on each side of the survey line.

5.0 ACCURACY’S IN MEASUREMENT

5.1 Surveyor shall incorporate corrections to the linear ground measurement due to standard errors, variations from standard temperature and pull.

5.2 The error for angular closure for the work shall not exceed one minute per station and for linear measurement it shall be read to the nearest 0.005m.

5.3 The error on closure for measurements on vertical distance to establish bench marks shall not be more than $24\sqrt{K}$ millimeters (where \(K\) is the linear distance in Km). The observations for measurement of vertical distance on bench marks shall be read to an
accuracy to the nearest 5mm and for Intersection Points and other points along the pipeline route and at crossings to the nearest 10mm. The error of misclosure in vertical distance shall be distributed linearly.

6.0 CHAINAGE

6.1 Slack distance measurement will be made using 50m steel tape or 30m chain. However, in case of abrupt slope change the tape/chain is straightened parallel to the probable grading.

6.2 Distance between Intersection Points staked along the pipeline route shall be measured and recorded. In addition, distance between level points shall also be measured and recorded.

6.3 Chaining will be continuous in the direction of survey.

6.4 The true bearing of all straights shall be observed and recorded.

6.5 Data on nature of terrain, viz. sandy, stony, vegetation, etc. and type of ground will also be recorded along with chainages of change points.

6.6 Check on distance measurement will be by stadia method at the time of leveling.

6.7 Standard chain survey format will be used for record keeping.

7.0 MEASUREMENT OF HORIZONTAL ANGLES

Horizontal angles are measured to indicate the change in direction of alignment and specify the horizontal bend at the Turning Points.

7.1 Theodolite, reading direct to 10 seconds or better, shall preferably be used. Angles shall be measured clockwise from back station to forestation. Mean of two readings – one on face left and other on face right shall be taken as the horizontal angle.

7.2 The line at both ends shall be tied to the grid control system being used for end facilities. True bearing at the beginning, end and every 1-2 km shall be observed to keep a check on errors in angular measurements.

8.0 PROFILE
8.1 The continuous profile of the proposed pipeline route shall be established from the reduced levels taken

i) at the starting point
ii) at all Turning Points (TPs)
iii) at all intermediate points staked on the ground
iv) at all points on the pipeline route where there is a change in slope

8.2 When the terrain is flat, reduced level shall be additionally recorded along the pipeline route at 100m interval.

8.3 When the terrain is undulating observation of reduced level shall be made at a sufficient number of points so as to give an accurate plotting of the ground profile along the route.

8.4 For road and railway crossings, the reduced levels shall be recorded at all points along the pipeline alignment wherever there is a change in slope within the entire width of the Right-of-way of the road/railway. CONTRACTOR shall prepare a detailed drawing for the crossing in scale 1:100 (in both horizontal and vertical directions) which shall be truly representative of the crossing profile.

8.5 For river/ stream/ nala/ canal crossings, levels shall be taken at intervals of 5m upto 30m beyond the highest banks on both sides. Levels shall be taken at closer intervals, if there is a change in slope. CONTRACTOR shall prepare a detailed drawing for the crossing in scale 1:100 (in both Horizontal and Vertical directions) which shall be truly representative of the crossing profile.

8.6 In right of ways having slope across the pipeline alignment, as encountered in hilly areas, Ghat regions, revines and other similar areas as directed by COMPANY, cross-sections at 50m interval and for a length of 5m on either side of the pipeline alignment shall be observed and recorded.

8.7 For major water crossing sites, cross section as above shall be observed at both banks.

8.8 Method of RISE and FALL shall be used to compute reduced levels of various points. Checked on computation shall be made by using the following formula:

8.9 \[ \text{Back Site} - \text{Fore Site} = \Sigma \text{Rise} \Sigma \text{Fall} = \text{First R.L.} - \text{Last R.L.} \]

8.10 Maximum misclosure shall not exceed \(24\sqrt{K}\) mm where \(K\) is the distance in Km.
8.11 All levels shall be with respect of Mean Seal Level (MSL).

9.0 BUILT-UP AREAS

9.1 Monuments & Properties

The pipeline alignment shall run clear of the existing monuments, properties and structures etc., as follows:

- Habitable: 100 Meters
- Structures: 50 Meters
- Property Corners, Monuments: 20 Meters

For congested area, closer distance may be adopted, however, location shall be approved by HNGPL/MECON.

9.2 Parallel Alignment

The pipeline alignment wherever runs parallel to an existing or planned under/over ground facility will be treated as parallel alignment. For underground facilities surveyor shall identify and locate them with suitable special ground laths. The following clearances shall be observed in case of parallel alignment defined above.

- Between existing/planned electrical power cables/lines and the proposed line - 0.5 Meters.
- Between existing/planned communication cables/line and with proposed line - 0.3 Meters.

9.3 Parallel Encroachment

Unless otherwise stated when the pipeline alignment runs generally parallel to a road or railway it shall be kept sufficiently clear of the Right of Way limits of the facility.

10.0 SURVEY NOTES OBSERVATIONS & COMPUTATIONS

10.1 The procedure followed both the field and office calculations shall be such that the
results obtained shall be readily understood and retraceable.

10.2 All up-to-date notes and observations related to the basis for determination of boundary lines and corners shall be maintained by surveyor.

10.3 Survey records must contain schematic diagrams of all horizontal controls pertinent to the project showing all existing and established control points, bench marks, any triangulation station and boundary lines.

11.0 MAPS & DRAWINGS

11.1 All maps and drawings shall be made on standard format approved / furnished by HNGPL/MECON. Surveyor shall perform mapping and drawing work so as to contain all relevant data consistent with the survey notes and observations. The drawings shall also contain details of roads, streets, highways, structures, all types of crossings, terrain, surface vegetation and all other details, which will be required for the purpose of engineering design. All the information thus collected from the survey needs to be digitized using commonly used design software. All the maps shall be produced in 1:500 scale unless otherwise specified. However, if required the scale can be altered by Engineer-in-charge for specific reasons.
SCOPE OF WORK 
&
TECHNICAL SPECIFICATIONS FOR 
TOPOGRAPHICAL SURVEY OF 
PLOTS
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1.0 INTRODUCTION

1.1 HNGPL intends to get Topographical Survey, Geo-technical Investigation of CNG Stations etc., carried out in the Geographical Areas of Haridwar (UTTRAKHAND).

1.2 The Contractor shall perform his services as per the technical specifications and obtain necessary clarifications and instructions from Engineer-in-charge, if necessary.

1.3 Depending on site conditions and engineering requirements, Engineer-in-charge reserves the right to change the locations and limits of investigations from time to time during the execution of the work.

1.4 Engineer-in-charge reserves the right of entry to the site at any time during the execution of the work, with or without prior intimation to the Contractor.

1.5 During the execution of the work at site, the instructions given by Engineer-in-charge shall be final and binding on the Contractor and shall be observed in full with respect to technical specification, drawings, methods of conducting work, priorities of various part of work and any other instruction as may be necessary.

1.6 The Contractor shall obtain the necessary permission from the appropriate authority/ Engineer-in-charge so that the Contractor can move to the site to start the contract work.

1.7 The work shall be inspected and passed by Engineer-in-charge from time to time at site. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, Engineer-in-charge shall have the right to reject any work not conforming to the technical specification without being liable for any explanations or compensations.

1.8 The Contractor shall ensure satisfactory completion of the contract work.

1.9 During the execution of the work, if any problem arises which is not covered by the technical specifications, the Contractor shall seek necessary clarifications and instructions from Engineer-in-charge. Such instructions shall be binding on the Contractor and shall be observed in full.

1.10 The Contractor shall strictly follow statutory requirements/ obligations including government bye-laws and also the instructions issued by the Engineer-in-charge from time to time.

1.11 The Contractor shall mobilize adequate number of qualified and experience personnel and arrange at his cost all necessary instruments, materials, consumables, tools and tackles, power, etc. required for undertaking the work.

1.12 The Contractor shall have no claim whatsoever against Engineer-in-charge for
reduction in the scope of work either in part or full at any stage of work. In case quantities under a particular item are increased, the same shall be executed at the contract rates.

1.13 The Tenderer shall familiarize himself with the site condition before submission of tender. Failure to do so shall not absolve him of his responsibility about proper execution of contract work. No claims for extra payment due to any special site conditions shall be considered after acceptance of tender.

1.14 All data information including any unusual data information obtained during soil investigation shall be immediately brought to the notice of Engineer-in-charge.

1.15 Field books, sketches etc. shall be passed on to the Engineer-in-charge and shall become Engineer-in-charge’s property.

1.16 The Tenderer shall satisfy Engineer-in-charge that he possesses the necessary technical experience and has adequate equipment/facilities and manpower to ensure that contract work shall be of best quality and workmanship. The Tenderer shall submit necessary particulars in this regard along with the tender.

1.17 The Contractor shall plan and execute the contract work keeping the working practices of the depot into consideration.

1.18 Bushes, trees or any other obstruction coming in the way of Topographical Survey work shall be removed or alternative suitable methods are to be adopted to clear such obstacles so that the work can continue uninterrupted and as per the technical specifications. Cost towards such expenses shall be included in the contract price. No separate payment shall be made in this regard.

1.19 Any existing services or other properties if damaged or demolished during the course of execution both willfully or negligently, shall be repaired and re-erected by the contractor at his own cost.

2.0 SCOPE OF WORK

The main scope of work shall comprise of following:

2.1 Carrying out Topographic Survey of plots at CNG Stations in the city of Haridwar G.A and showing all existing features, levels, existing service lines, etc. The location of Topographical Survey shall be provided to successful bidder.

2.2 Geo-technical Investigation by conducting borehole investigations of 10meters / 15 meters depth along with soil sample collection, conducting field investigations and tests at the locations to be shown by EIC. The location of Bore hole shall be supplied to successful bidder.

2.2 Conducting dimensional verification survey on AS BUILT Drawings and providing
inter/separation distances between various facilities and levels for all physical structures such as building foundation, compound wall foundation, Equipment Foundations, Road Drain etc. as directed by EIC.

2.3 Detailed maps / drawings are to be prepared along with geotechnical survey report of terminals as per technical specifications and submission of report in five sets along with one digitized copy to be submitted to MECON in DVD.

2.4 The Tenderer shall reassess his work & revise plan/maps as per MECON’s comments on the draft drawings / reports if any, and resubmit for final acceptance.

3.0 METHODOLOGY FOR EXECUTION OF WORK:

The Tenderer shall carry out detail survey of the area as indicated by MECON. The survey shall be carried out using surveying instruments, leveling instruments, tape measurements etc. to prepare layout of new plots and of certain other areas as desired by MECON.

Safe Bearing capacity from 1.5m to 3m depth in general or more depth as per site condition shall be reported along with calculation for open foundation. In case of loose filled up soil or compressible soil recommendation for Pile foundation (End bearing Pile or Skin friction pile or under ream pile) as appropriate shall be recommended along with Geo-technical design of piles.

The scale of plans/maps shall be 1:100 and details to be shown shall be as directed by the Engineer-In-Charge. Detailed technical specification of Topographic and Geo-Technical Survey has been enclosed in Annexure–1.

4.0 DOCUMENT/DATA SUBMISSION

4.1 Detailed survey reports of each location / crossing giving details of data collection/ compilation of plans/maps showing spot levels (reduced Levels) and all existing features, survey along with Geotechnical details of the exploratory bore holes conducted for the various plots along with a list of drawings and index shall be submitted.

4.2 The Surveyor shall incorporate all comments/ suggestions given by MECON and prepare all documents accordingly.

4.3 Two sets of paper copy of completed drawings/ data/documents shall be submitted by the Contractor for MECON’s review in the form of draft report. Comments, if any, shall be incorporated by the Contractor. This report can be
4.4 All drawings, reports, format, etc. forming the part of submission to MECON shall be prepared on approved computer package. All drawings shall be prepared using AutoCAD. All reports, formats, write-ups, charts shall be prepared on computer using software package compatible with MS Office 2007 or higher version.

4.5 A consolidated report in five sets with final drawings/data/documents shall be submitted to MECON after incorporation of comments by Surveyor.

| a) Topographical Survey Report & Drawings | Four paper copies in colour, and copy on DVD. |
| b) Geotechnical Investigation Report | Four paper copies and copy on DVD |
| c) Verification of Existing Layout & Drawings | Four paper copies and copy on DVD |

5.0 SCHEDULE OF RATES

All costs and expenses for mobilizing equipment, transport and personnel to complete the field work and preparation of route plans and survey report within stipulated time schedule shall be included in the item for survey work.

Tenderer’s rate for any item in SOR shall unless otherwise noted include the cost of labor both skilled and unskilled, all taxes, royalties, other revenue expenses, temporary facilities, rework when advised by MECON, continuation of work beyond working hours, in the night and on holidays if situation warrants, additional checks as per specification or as advised by the Engineer-in-Charge.

Providing facilities for inspection of work to MECON/HNGPL.

Furnishing daily and weekly progress reports to MECON/HNGPL and attending all review meetings, site visits called by MECON/HNGPL.
SCOPE OF WORK &
TECHNICAL SPECIFICATIONS FOR GEO-TECHNICAL INVESTIGATION
1.0 SCOPE OF WORK

The scope of services of the contractor for undertaking soil investigation work shall cover all the work connected with soil exploration at the proposed CNG Station including the setting out of locations of the various exploration points from reference point, conducting all field investigations at site, collection of soil and water samples, field and laboratory tests and submission of final report in 5 (Five) copies.

All field investigation, laboratory tests and reports etc. shall be done in accordance with the latest relevant Indian Standard Codes. Reference to any code in these specifications shall mean the latest revision of the code unless otherwise mentioned. In the event of any conflict between the requirements in these specifications and the referred codes, the former shall govern.

2.0 TECHNICAL SPECIFICATIONS OF WORK

The details to be covered in the contract work shall include the following:

2.1 SOIL INVESTIGATION WORK

2.1.1 FIELD INVESTIGATION AND TEST

This specification deals with Field Investigation/ tests and laboratory tests involved in ascertaining soil stratification & engineering properties of the soil at proposed project site.

The field investigations/ tests comprise of the following:

EXPLORATORY BORE HOLES

The location of these shall be indicated by MECON before commencement of field activities. The location and number of these bore holes can be altered at site, if found necessary by MECON. All bore holes shall be of 150 mm diameter and shall be sunk into soil to a depth of 10m / 15m or upto refusal strata, whichever is earlier.

The exploratory work at site shall be carried out by using shell and auger equipment.

Disturbed samples for boring shall be collected every 1.5m or change in stratum and representative samples placed systematically for proper logging of the strata. The existing ground level shall be marked in terms of RL. Proper logging shall be done with description of different strata encountered with their reduced levels. All boreholes after completion of work shall immediately be filled in with a mixture of bentonite slurry and clay-sand mixture.
UNDISTURBED SAMPLING

In cohesive and semi-cohesive soils, undisturbed samples conforming to IS:2132 shall be taken using open tube samples with an area ratio of less than 15% so as to obtain a core of samples of 100mm diameters and 450mm long at every change in stratum or at intervals of 1.5m whichever is less. The tubes shall be marked and the ends of the sample tube shall be sealed properly with wax of thickness not less than 25mm and capped properly immediately after the sample is recovered from the boreholes to ensure no loss of moisture with time while retained in the tube. Sample tubes shall be immediately shifted to the laboratory for testing.

STANDARD PENETRATION TEST (SPT)

The S.P.T. shall be performed at the base of boreholes as per IS:2131 with the first test at a depth of 0.5 m and thereafter at every change in stratum or at intervals of 1.5 metre whichever is less in both cohesive and non-cohesive soil. The S.P.T. shall also be conducted at termination depth of Borehole. Test may also be required to be carried out in compact sand which in normal terminology will be refusal strata. No. of blows required to penetrate every 150mm shall be recorded in case of normal sand, silt or clay as per IS:2131. In case of dense/hard stratum, the penetration (in mm) for every 20 blows per test shall be recorded. All these field records are to be submitted along with bore logs.

Bent rods and damaged/defective nipples shall not be used for the test and shall be replaced immediately by proper ones. Centering spacers shall be used at every 6 meters or at smaller intervals in depths to reduce the effect of whipping of rods. Samples collected in process of conducting S.P.T. shall be preserved as disturbed sample. Graphs shall be drawn for each penetration test. Collection of undisturbed samples and conducting S.P.T. tests will be done alternatively.

ELECTRICAL RESISTIVITY TEST

This test shall be conducted as per Appendix B, Clause 3.2 of IS1892 - 1979. The test shall be done by using 4 points. The locations where Electrical Resistivity Test to be performed shall be finalized in consultation with EIC.

DISTURBED SAMPLES

Representative disturbed samples obtained from boring at every 1.5 metre interval in depth or change in stratum shall be placed in suitable jars labeled properly for onward transmission to the laboratory. These samples shall be sent to the laboratory immediately after the boring is complete. All S.P.T. samples shall also be similarly preserved.
STANDING GROUND WATER LEVEL

Records shall be maintained of the level at which water is struck and the level of any rapid in flow shall also be recorded. On reaching such level the borehole shall be left open for a period of two hours to observe the rise of water in the casing. Boreholes can be continued thereafter, up to the end of the day. The level of the water in the casing at the end of the day and at the beginning of the next day shall be recorded properly. For studying the ground water table no drilling mud will be permitted for stabilizing the hole.

2.1.2 LABORATORY TESTS

Laboratory tests shall be conducted on selected samples collected from site to establish the physical and chemical properties of soil. Following tests shall be done as appropriate in accordance with latest relevant Indian code of Practice.

i) Natural moisture content  
ii) Void ratio  
iii) Liquid and plastic limits  
iv) Specific gravity  
v) Dry density and bulk density  
vi) Direct Shear test  
vii) Consolidation/ swelling test  
viii) Particle size analysis  
ix) Triaxial test (undrained quick test)  
x) Chemical properties of the soil & sub-soil water

ATTERBERG LIMITS

Liquid and plastic limit tests shall be conducted on all cohesive soils for classification purposes and for predicting engineering properties. The results of limit tests shall be plotted on the plasticity chart of A. Cassagrande. Shrinkage limit shall also be determined for a few soil samples.

PARTICLE SIZE ANALYSIS

Particle size analysis shall be done on all clayey and sandy samples. Both sieve and hydrometric analysis shall be conducted and gradation curves shall be plotted to show the particle size distribution.
SHEAR TESTS

Shear tests shall be conducted on the undisturbed samples. A few unconfined compression tests shall be conducted on clayey samples but the majority of clayey samples in undrained condition shall be subjected to triaxial tests. The cohesion values and angle of internal friction are to be determined either by Mohr’s circle or by any other method.

Particular attention shall be paid for conducting triaxial tests, each of which shall be done on a minimum of 3 specimens. Specimens shall be prepared by trimming and not by pushing small tube in a large tube.

CONSOLIDATION TESTS

A few consolidation tests shall be carried out on undisturbed samples of clayey soil, to estimate the settlement of foundation from “e-log p” curves, compression index - Cc and co-efficient of consolidation – Cu. Consolidation test shall be done in manner that will not allow the sample to swell.

SWELLING TEST

For soils of expansive nature, swelling tests on a few samples shall be selected for conducting swelling test to determine swelling pressure and magnitude.

SPECIFIC GRAVITY AND BULK DENSITY

These shall be determined as per the standard procedures.

CHEMICAL ANALYSIS OF SOIL AND SUB-SOIL WATER SAMPLES

Water samples from a few bore holes shall be taken and chemical analysis shall be done for sulphate, chloride content and pH value, particularly to determine the aggressiveness to concrete, steel and GI pipes. Care shall be taken to ensure that they are not diluted with rain or surface water during recovery from the boreholes. Similarly, a few soil samples shall be chemically tested to determine the sulphate contents, chloride content and pH values and other aggressive components as per IS - 2720.

3.0 TEST RESULTS AND REPORT

The Contractor shall submit the detailed report wherein information regarding the geological detail of the site, summarized observations and test data, bore
logs, and conclusions and recommendations on the type of foundations with supporting calculations for the recommendations. Initially the report shall be submitted by the Contractor in draft form and after the draft report is approved, the final report shall be submitted.

The report shall include but not limited to the following:

- Plot plan showing all the test locations with respect to reference to benchmark.
- Procedure of investigation and methods of various testing adopted
- Detailed bore-logs indicating co-ordinates, reduced levels, ground water table etc., sub soil profiles along various profiles along various sections indicating borehole no. depth wise in-situ tests like SPT and other lab results etc.
- Test results of field and laboratory tests shall be summarised strata wise as well in combined tabular form. All relevant graphs, charts tables, diagrams and photographs, if any, shall be submitted along with report. Sample illustrative reference calculations for settlement, bearing capacity, shall be enclosed.
- Recommendations: The report should contain specific recommendations for the type of foundation for the various structures envisaged at site. The Contractor shall acquaint himself about the type of structures and their functions from the Owner. The observations and recommendations shall include but not limited to the following:

1. Recommendation for type of foundations Building Foundations.

2. Allowable bearing pressure on the soil at various depths (1.5m to 3m depth in general or more depth as per site condition) for different sizes of the foundations based on shear strength and settlement characteristics of soil with supporting calculations shall be submitted. Factor of safety for calculating net safe bearing capacity shall be taken as per relevant codes and standard practices.

3. Comments on the Chemical nature of soil and ground water with due regard to deleterious effects of the same on concrete and steel and recommendations for protective measures.

4. If expansive soil is met with, recommendations on removal or retainment of
the same under the structure, road, drains, etc. shall be given. In the latter case detailed specification of any special treatment required including specification or materials to be used, construction method, equipments to be deployed etc. shall be furnished. Illustrative diagram of a symbolic foundation showing details shall be furnished.

5. In case of loose filled up soil or compressible soil recommendation for Pile foundation (End bearing Pile or skin friction pile or under-ream pile) as appropriate shall be recommended along with Geo-technical design of piles.

6. Recommendation of soil resistivity to be considered for design purpose.

7. Recommendation for ground improvement techniques, if required.

8. Topography of the area, past observations or historical data, if available, for the area and for the structures in the nearby area, fluctuations of water table etc. Slope stability characteristics shall be specifically highlighted.

DRAFT REPORT

a) Drawings - Two paper copies in Hard Copy & one copy on DVD

b) Reports and Records - Two paper copies in Hard Copy & one copy on DVD

FINAL REPORT

a) Drawings- Four paper copies in Hard Copy & Two copies on DVD

b)Reports and Records - Four paper copies in Hard Copy & Two copies on DVD
SCOPE OF WORK & TECHNICAL SPECIFICATIONS OF SOIL STRATIFICATION
1.0 GENERAL

The purpose of soil investigation is to obtain visual engineering classification of soil along the pipeline route.

2.0 SCOPE

The scope of soil investigation includes boring, collection of disturbed samples from boreholes and visual engineering classification of soil along the pipeline route, and submission of detailed report to COMPANY. Visual classification of soil shall be in accordance with IS-1498, "IS Classification and Identification of Soils for General Engineering Purposes."

3.0 BORING

3.1 Boreholes shall be made at intervals of 500 M along the pipeline route, at all intermediate points where there is apparently a change in the type of soil and at any other place as directed by HNGPL/MECON.

3.2 For canal, stream and river crossings, boreholes shall be made one on either bank and one of the bed.

3.3 Minimum diameter of boreholes shall be 150 MM. Auger boring shall be resorted to above the water table, whereas below water table the boreholes shall be advanced by shell and auger.

3.4 The boring shall be either terminated at a depth of 3 M below NGL or on top of bed rock if rock is encountered at a depth of less than 3 M.

4.0 SAMPLING

Disturbed representative samples shall be collected from boreholes to classify the subsoils visually at site.

5.0 STANDING GROUND WATER LEVEL

Records shall be maintained of the level at which water is struck and the level of any rapid in flow shall also be recorded. On reaching such level the borehole shall be left open for a period of two hours to observe the rise of water in the casing. Boreholes can be continued thereafter, upt to the end of the day. The level of the water in the casing at the end of the day and at the beginning of the next day shall be recorded properly. For studying the ground water table no drilling mud will be permitted for stabilising the hole.

6.0 DETAILED REPORT

The report shall include proper visual engineering classification of soils encountered along the pipeline route in borelog form. Depth of Ground Water Table (GWT) below NGL shall also be mentioned if encountered.

Soil profiles along the pipeline route shall also be prepared and attached with the report.

Regions along the pipelines route where special excavation techniques like blasting, etc. needs to be adopted for excavation of pipeline trenches shall be clearly indicated in the report.
DRAFT REPORT

a) Drawings - Two paper copies in Hard Copy & one copy on DVD

b) Reports and Records - Two paper copies in Hard Copy & one copy on DVD

FINAL REPORT

a) Drawings - Four paper copies in Hard Copy & Two copies on DVD

b) Reports and Records - Four paper copies in Hard Copy & Two copies on DVD
SCOPE OF WORK &
TECHNICAL SPECIFICATIONS
OF HYDROLOGICAL
INVESTIGATION
1.0 INTRODUCTION

This specification deals with detailed hydrographic survey and collection of Geo-
technical parameters including soil investigation proposed to be carried out for
major Water bodies and river-crossings.

The number of bore hole to be drilled is decided on the basis of Category of
river/water bodies. However the number of boreholes and depth of borehole shall
be as specified in the Scope of Works / mentioned elsewhere in the tender
document

2.0 OBJECTIVE

The objective of Hydrographic investigation is to obtain river bed profile, nature of
bed material and hydrographic data. The purpose of obtaining this data is to
establish accurate bed profiles, to map surface features in the river crossing and
to obtain scour profiles at crossing location.

Similarly, the requirement of soil investigation is to develop various soil
parameters for calculation of scour depth and deciding methodology for
installation of gas pipeline.

3.0 SCOPE OF WORK

Depending upon the bank to bank width of river / water body the scope of work
shall be decided in consultation with the Engineer-in-Charge:

3.1 Soil Investigation

The work comprises, but not limited to the following:

a) Bore Holes of 5m to 40m deep below GL/River bed level (As per the
details given elsewhere in this tender). The depth of Bore hole can
increase / decrease as per the directive of HNGPL / MECON.
b) Standard Penetration tests and collections of disturbed and undisturbed
soil sample from bore holes at every 1.5m interval and change of strata.
c) Recording of ground water level
d) Laboratory tests on soil samples and water samples collected as per
technical Specifications.
e) Submission of draft report in 2 sets and final report in 4 sets.

3.1.1 Requirement

The work shall be carried out in line with the relevant clauses of the attached
technical specification for soil investigation (Part-I). For boring in water, suitable
arrangement shall be made by CONTRACTOR. Borehole shall be measured from bed levels of rivers / major water bodies/ GL.

3.2 Hydrographic Investigations

The scope of work for hydrological investigations shall be as follows or as directed by Engineer-in-charge.

i) To carry out hydrographic surveys in river/ major water bodies crossings along the proposed pipeline routes.

ii) To collect, store, transport and analyze river / major water bodies bed samples as specified.

iii) To process all the survey data in order to establish accurate bed profiles, surface features both dry bed as well as under water areas.

iv) To assess geological and geotechnical nature of the material in the close vicinity of the proposed pipeline crossing.

v) To obtain scour profile at pipeline crossing location for the river.

3.2.1 Scope of work for hydrographic investigation work comprises of the following:-

<p>| | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>a)</td>
<td>River Bank Grid Survey</td>
<td>-</td>
</tr>
<tr>
<td>b)</td>
<td><strong>Historical data collection on HFL/LWL Regime, flood discharge data, silt factor, river course migration susceptibility etc.</strong></td>
<td>-</td>
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<tr>
<td></td>
<td>As available from authentic sources / local enquiry</td>
<td></td>
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<tr>
<td>c)</td>
<td><strong>Determination of scour depth</strong></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>From the grain size distribution on the basis of results of exploratory boreholes</td>
<td></td>
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<tr>
<td>d)</td>
<td>Submission of Report incorporating field data, laboratory reports/ results, calculations and recommendations</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>A draft report in 1 set and final report in 4 sets shall be submitted along with soft copy on DVD in by contractor. The reports shall include a write-up on proposed methodology for river crossing</td>
<td></td>
</tr>
</tbody>
</table>

The work shall be carried out in line with the relevant clauses of the attached Technical specification for hydrographic investigation.

4.0 INSPECTION OF WORK

4.1 The work is subject to inspection/ supervision at all times by the Engineer-in-charge. The Contractor shall follows all instructions given during inspection and shall ensure that the work is being carried out according to technical specifications, the technical documents and the relevant codes of practice.

4.2 All the survey details collected by the Contractor shall be furnished to HNGPL / MECON in the form of a survey report.
5.0 SITE CLEANING AND RESTORATION

5.1 The contractor shall take care for cleaning the area from time to time for easy access to work site and also from safety point of view.

5.2 Working site should be kept cleaned and ground restoration shall be up to the entire satisfaction of the Engineer-in-charge.

5.3 All Bore holes / pits in shall be backfilled. Boreholes shall be backfilled using bentonite - cement grout in ratio of 1 to 1 by weight and shall be made into slurry with no more water than necessary for placing the slurry in the borehole. In case of standing water in boreholes, same shall be dewatered before placing the mix.
SECTION – VI

SCHEDULE OF RATES

(Bid Sheets (Schedule of Rates (Price Bid)/ Schedule of Rates (Unpriced Bid)) must be downloaded only from [www.tenderwizard.com/MECON](http://www.tenderwizard.com/MECON) for bid submission on the e-tender portal.)
**A. MOBILIZATION & DEMOBILIZATION**

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Rate inclusive of all applicable taxes &amp; duties except GST</th>
<th>Total Amount inclusive of all applicable taxes &amp; duties except GST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mobilization and demobilization of equipments, necessary plant and personnel at the test stations on land and in water for carrying out complete Geotechnical, Topographical &amp; Hydrological Investigation as described in specification for various plots / terminals and for rivers/water bodies crossing sites as enlisted in the tender and listed out in details in scope of work.</td>
<td>INR</td>
<td></td>
<td>INR</td>
<td></td>
</tr>
</tbody>
</table>

1. In Plots / terminals for carrying Topographic survey & Geo technical investigations.
   - Nos.
   - 10

2. In Major water bodies for carrying out Hydrographic survey and Geotechnical Investigations.
   - Nos.
   - 5

**B. TOPOGRAPHICAL SURVEY**

1. To carry out detailed Topographic Survey at different locations of Plots/Area of SV Station/CNG Stations/City Gate Station etc. along with survey of the approaches of these stations from the nearest roads using survey instruments and giving complete details in the form of drawings (in the scale of 1:100) and reports in 4 copies on white paper sheets and editable CAD output on CD/DVD all complete as per specifications, drawings and direction of the Engineer-in-charge.
   - 100 SQM
   - 20

**C. ROUTE SURVEY**

1. Preliminary route survey (Reconnaissance Survey). Carrying out reconnaissance survey as per Specification/Scope of work in the tender and instructions of Engineer-in-Charge and submission of four coloured drawings and report.
   - km
   - 60

2. Detailed Grid Line Survey Carrying out detailed survey along proposed pipeline routes for a width of 10m on either side as per specifications and tender document, approved route and submit digitized route drawing in 4 nos coloured prints on scale of 1:1000 along with original tracing and CAD output (Wherever pipeline is laid along the road, survey shall be carried out for 10 m on either side of road or up to property line of existing structures whichever is less.)
   - km
   - 20

3. Soil Stabilization along Pipe Route Carrying out Soil Stabilization work along the pipeline route as per specification including and providing all men, tools, tackles, materials, testing equipment and other equipment other support facilities including mobilization and demobilization etc as per tender document, The boring shall be either terminated at a depth of 3 M below NGL or on top of bed rock if rock is encountered at a depth of less than 3 M. and Boreholes shall be made at intervals of 50 M along the pipeline route, at all intermediate points where there is apparently a change in the type of soil and at any other place as directed by direction of Engineer-in-Charge.
   - Nos
   - 20

**D. CROSSING SURVEY**

1. Crossing Survey (To carry out a detailed survey covering a proposed crossing for Gas Pipeline using survey instruments and giving Planimetry and ground profile (Section) details and levels at 5m interval scale of 1:250/1:500 in drawings in 4 copies along with original tracing as per technical specification, tender document and direction of EIC ) Through a road, boundary wall, channel (major drain embankment), sewage tunnel, service tunnel and similar obstructions, covering at least width of 20 m on either side of proposed crossing all complete as per specifications and the direction on Engineer-in-Charge.
   - Each
   - 50

2. Crossing Survey (To carry out a detailed survey covering a proposed crossing for Gas Pipeline using survey instruments and giving Planimetry and ground profile (Section) details and levels at 5m interval scale of 1:250/1:500 in drawings in 4 copies along with original tracing as per technical specification, tender document and direction of EIC ) Through a large carriageway, water body, railways, flyover /over bridge, subways, and similar obstructions - covering at least a width of 35 m on either side of proposed crossing all complete as per specifications and the direction of Engineer-in-Charge.
   - Each
   - 20
1. Carrying out corrosion survey including measurement of soil resistivity at a depth of 1.0, 1.5 & 2.0 m interval at every 500 m, chemical analysis of soil/water, collection of additional data related to cathodic protection as per specification including providing man power, tools, tackles, materials, soil resistivity testing equipment, pipe/cable locator & other supporting facilities etc. including mobilisation & demobilisation necessary for survey and associated works, including compilation and presentation of data in four sets of Corrosion Survey Report as per technical specification, drawings, implementation schedule and other provisions of the tender document and instructions of Engineer-in-charge.

2. Performing complete Geotechnical Investigation for the depth specified or as per Engineer-In-Charge in Receiving Terminal/SV Station/IP Station/Dispatch Station or as per direction of Engineer-In-Charge as enlisted in the tender in scope of work including providing borehole location coordinates, manpower, tools, tackles, materials, survey equipments, drilling rigs, soil testing equipment, other equipment, other support facilities necessary for the survey and associated work and submitting Final Geotechnical Report (along with the soft copy) incorporating all field and laboratory data and recommending the type of foundation and the safe bearing pressure for the proposed sites, Drawings, Data etc. (One Lot) in an approved format drawings, approved QAP, implementation schedule and other provisions of the Tender Document and instructions of the Engineer-in-charge.

3. Conducting the following laboratory tests as specified as decided by EIC in NABL accredited laboratory

- 
  3.1 Atterberg's Limit (Liquid Limit & Plastic Limit) EACH 80
  3.2 Natural Moisture Content EACH 80
  3.3 Bulk and Dry Density EACH 80
  3.4 Specific gravity and Void ratio EACH 80
  3.5 Ground Water level EACH 2
  3.6 Grain Size Analysis and IS Classification EACH 80
  3.7 Direct Shear Test EACH 20
  3.8 Chemical Analysis of Soil & Sub-soil water- pH, Chloride & Sulphate EACH 3

4. Laboratory test on rock sample as specified/ as decided by EIC

- 4.1 Core Recovery (RQD) EACH 12
- 4.2 Mohr's Scale of Hardness EACH 12
- 4.3 Point Load Test EACH 12
- 4.4 Unconfined Compressive Strength EACH 12

5. Geotechnical Investigation in Rivers

- Carrying out complete Geotechnical Investigation for the depth specified against each crossing as specified or as per Engineer-In-Charge at various major/minor water bodies crossing sites as enlisted in the tender in scope of work including providing borehole location coordinates, manpower, tools, tackles, materials, survey boats, echo-sounder, drilling rigs, soil testing equipment, other equipment, other support facilities necessary for the survey and associated work and submitting Final Geotechnical Report (along with soft copy) incorporating all field and laboratory data, Drawings, Maps, Data etc. (One Lot) in an approved format with full scale for Soil Investigation, Scour Depth etc. in accordance with the Technical Specification, Drawings, approved QAP, implementation schedule and other provisions of the Tender Document and instructions of the Engineer-in-charge.

- By Boring of minimum 150 mm dia boreholes as specified in specific requirement through all kinds of soil excluding hard rock

  | On/River/ Water Bodies Bank | RM | 200 |

- Drilling through rock/boulder strata (where SPT value is greater than 100) with minimum flux size bit as per instruction of Engineer-in-charge.

  | On/River/ Water Bodies Bank | RM | 200 |

Note: Measurement should be for actual depth from bed level.
### Conducting Standard Penetration Tests in Boreholes as specified as decided by EIC.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Rate/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Conducting Standard Penetration Tests in Boreholes as specified as decided by EIC.</td>
<td>EACH 134</td>
</tr>
<tr>
<td>3.2</td>
<td>Collecting 100 mm dia undisturbed samples from boreholes as specified as decided by EIC.</td>
<td>EACH 50</td>
</tr>
<tr>
<td>3.3</td>
<td>Collecting Disturbed samples from Bore Holes</td>
<td>EACH 150</td>
</tr>
</tbody>
</table>

### Conducting the following laboratory tests as specified as decided by EIC in NABL accredited laboratory.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Rate/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Atterberg's Limit (Liquid Limit &amp; Plastic Limit)</td>
<td>EACH 134</td>
</tr>
<tr>
<td>4.2</td>
<td>Natural Moisture Content</td>
<td>EACH 134</td>
</tr>
<tr>
<td>4.3</td>
<td>Bulk and Dry Density</td>
<td>EACH 134</td>
</tr>
<tr>
<td>4.4</td>
<td>Specific gravity and Void ratio</td>
<td>EACH 134</td>
</tr>
<tr>
<td>4.5</td>
<td>Ground Water level</td>
<td>EACH 10</td>
</tr>
<tr>
<td>4.6</td>
<td>Grain Size Analysis and IS Classification</td>
<td>EACH 114</td>
</tr>
<tr>
<td>4.7</td>
<td>Direct Shear Test</td>
<td>EACH 134</td>
</tr>
<tr>
<td>4.8</td>
<td>Chemical Analysis of Soil &amp; Sub-soil water - pt. Chloride &amp; Sulphate</td>
<td>EACH 10</td>
</tr>
</tbody>
</table>

### Laboratory test on rock sample as specified/ as decided by EIC

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Rate/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Care Recovery (RQD)</td>
<td>RM 200</td>
</tr>
<tr>
<td>5.2</td>
<td>Point Load Test</td>
<td>EACH 10</td>
</tr>
</tbody>
</table>

Note:
1. Survey for individual river / water body crossing would be carried out and drawings for each crossing shall be submitted on separate sheets.
2. The numbers of Boreholes as well as depth may vary depending on site condition / direction of Engineering - In-charge. The depth of Borehole inside water bodies shall be from the bed level.
3. Actual bank to bank width of rivers may change depending on the crossing locations at the time of survey.

### AREA SURVEY

Area Survey for MDPE Network To carryout Area survey and propose a feasible route for laying the proposed pipeline network and to identify and record all the features of the area surveyed along with building, structures, drains pavements, roads etc and including those likely to have bearing on alignment of proposed pipeline and to propose a pipeline route with respect to plot boundary giving offset from the nearest boundary which will have least obstruction, marking obstruction, if any, identify the type of building type of road back lanes required to be cut to lay the pipelines, all the field data to be collected, superimposing the same on digitized satellite high resolution image (as mentioned in item no. A 6 a ) and developing the drawings / maps in scale 1:250 with full details marked, check and confirm completeness of data all complete as per specifications drawings and direction of the engineer-in-charge and giving drawings in 4 copies along with original tracing and CAD output on CD.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Rate/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Obtaining Crossing Permission (Statutory Clearance from Respective Authority (National Highway / Expressway Crossing / Railways)</td>
<td>Nos 30</td>
</tr>
<tr>
<td>2</td>
<td>State Highway / Canal / Pipeline / Rivers/Drains/Khedis</td>
<td>Nos 30</td>
</tr>
<tr>
<td>3</td>
<td>District / State Panchayat Roads</td>
<td>Nos 20</td>
</tr>
<tr>
<td>4</td>
<td>OFCs / Telephonic cable / Electric Cable Water line</td>
<td>Nos 10</td>
</tr>
<tr>
<td>5</td>
<td>General Permission from State PWD</td>
<td>Nos 10</td>
</tr>
<tr>
<td>6</td>
<td>General Permission from Local Development Authority</td>
<td>Nos 10</td>
</tr>
<tr>
<td>7</td>
<td>General Permission from any other authority</td>
<td>Nos 10</td>
</tr>
<tr>
<td>8</td>
<td>1. Road permission from land owner</td>
<td>Nos 20</td>
</tr>
<tr>
<td>9</td>
<td>General Permission for Nagarpalika / Municipal corporation</td>
<td>Nos 10</td>
</tr>
<tr>
<td>10</td>
<td>Forest crossing permission Social Forest</td>
<td>Nos 10</td>
</tr>
<tr>
<td>11</td>
<td>Forest crossing permission Protected and Reserved Forest</td>
<td>Nos 10</td>
</tr>
<tr>
<td>12</td>
<td>Obtaining permission for laying along NH</td>
<td>Nos. 10</td>
</tr>
<tr>
<td>13</td>
<td>Ingress/Egress permission from NH</td>
<td>Nos 10</td>
</tr>
<tr>
<td>14</td>
<td>Shifting of electric pole</td>
<td>Nos 10</td>
</tr>
<tr>
<td>15</td>
<td>Laying along canal</td>
<td>Nos 10</td>
</tr>
<tr>
<td>16</td>
<td>Drawing of CNG design at petrol pump</td>
<td>Nos 10</td>
</tr>
<tr>
<td>17</td>
<td>Access permission on highway</td>
<td>Nos 10</td>
</tr>
</tbody>
</table>

### PERMISSIONS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Rate/Unit</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Applicable GST (CGST&amp;SGST/UTGST or IGST) rate on Total Amount mentioned at sl. A No. A above (in %)--Refer Note 1) below.</td>
<td>18%</td>
</tr>
<tr>
<td>C</td>
<td>GST (CGST&amp;SGST/UTGST or IGST) amount on Total Amount mentioned at sl. No. A above (in Rs.)</td>
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</tr>
<tr>
<td>D</td>
<td>Net Total Amount ( A + C)</td>
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</tr>
<tr>
<td>E</td>
<td>Service Accounting Codes (SAC) as per GST act -Refer Note 2) below.</td>
<td>998344</td>
</tr>
</tbody>
</table>

Note:

1. Rate of GST indicated against sl. No. B. 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. E. above is the code 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.